



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Grafton Aged Care Home Pty Limited
(AG2015/5474)

GRAFTON AGED CARE HOME, NSWNMA, ANMF NSW BRANCH & HSU NSW ENTERPRISE AGREEMENT 2015

Aged care industry

DEPUTY PRESIDENT BOOTH

SYDNEY, 23 SEPTEMBER 2015

Application for approval of the Grafton Aged Care Home, NSWNMA, ANMF NSW Branch & HSU NSW Enterprise Agreement 2015.

[1] An application has been made for approval of an enterprise agreement known as the *Grafton Aged Care Home, NSWNMA, ANMF NSW Branch & HSU NSW Enterprise Agreement 2015* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Grafton Aged Care Home Pty Limited. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 30 September 2015. The nominal expiry date of the Agreement is 1 January 2017.

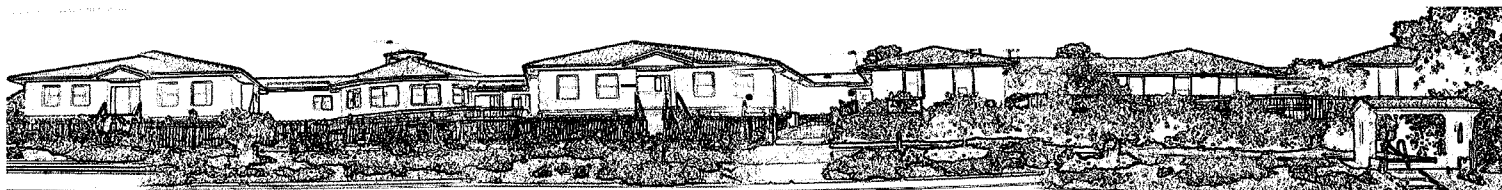


DEPUTY PRESIDENT

[2015] FWCA 6539

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Grafton Aged Care Home

**NSWNMA, ANMF (NSW Branch)
& HSU New South Wales
Branch Enterprise Agreement
2015**

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Part 1—Application and Operation

1. Title

This Agreement is the Grafton Aged Care Home, NSWNMA, ANMF NSW Branch & HSU NSW Enterprise Agreement 2015.

2. Commencement and Expiry

This agreement will commence seven days after it is approved by the Fair Work Commission and will nominally expire on 1 January 2017.

3. Definitions and Interpretation

3.1 In this agreement, unless the contrary intention appears:

Associations mean the New South Wales Nurses and Midwives' Association (NSWNMA), the Australian Nursing and Midwifery Federation, NSW Branch (ANMF, NSW Branch) and the HSU New South Wales Branch.

Act means the Fair Work Act 2009 (Cth).

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

FWC means the Fair Work Commission.

Employee has the meaning in the Act.

Employer means Grafton Aged Care Home Pty Ltd.

NAPSA means notional agreement preserving a State award and has the meaning in the Act.

NES means National Employment Standards set out under Chapter 2, Part 2-2 of the Act.

Pay point "A" means aged care classifications who were formally covered under the Aged Care General Services (State) Award now a Notional Agreement Preserving a State Award (NAPSA).

- 3.2 Where this agreement refers to an entitlement provided for in the NES, the NES definition applies.

4. Coverage

This Agreement shall cover the following:

- (a) Grafton Aged Care Home Pty Ltd;
- (b) the HSU New South Wales Branch;
- (c) the New South Wales Nurses and Midwives' Association; and
- (d) the Australian Nursing and Midwifery Federation (NSW Branch).

This Agreement shall apply to all staff employed by Grafton Aged Care Home performing work within the classifications contained in this agreement.

5. Access to the Agreement and the National Employment Standards

The employer must ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means.

6. The National Employment Standards and this Agreement

The NES and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

7. Wage Increases

The Agreement provides for the following pay increases with effect from the first full pay period (FFPP) after the stated dates:

Increase effective from:	Increase
1/7/2015	2.5%
1/7/2016	2%

Schedule E of this Agreement "*Minimum Hourly Pay Rates*" contains the minimum hourly rates incorporating the above increases.

8. Agreement Flexibility

- 8.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms

the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

8.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

8.3 The agreement between the employer and the individual employee must be confined to a variation in the application of one or more of the terms listed in clause 8.1.

8.4 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.
- 8.4 The agreement between the employer and the individual employee must also:

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

8.5 The employer must give the individual employee a copy of the agreement within 14 days after it is agreed to and keep the agreement as a time and wages record.

8.6 Except as provided in clause 8.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

- 8.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 8.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving 28 days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the employer and the individual employee.
- 8.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

Part 2—Consultation and Dispute Resolution

9. Consultation

9.1 Major Workplace Change

- (a) Employer to notify
- i. Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives such as the Associations.
 - ii. Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) Employer to discuss change
- i. The employer must discuss with the employees affected and their recognised workplace representatives, the introduction of the changes referred to in clause 9.1 the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must

give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

- ii. The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 9.1.
- iii. For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

9.2 Consultation about Changes to Regular Rosters or Hours of Work

- i. Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- ii. The employer must:
 - a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- iii. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- iv. These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

10. Dispute Resolution

- 10.1 In the event of a dispute about any matter under this Agreement or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute

in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

- 10.2 If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to FWC.
- 10.3 Unless otherwise stated in this Agreement, the parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.
- 10.4 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable workplace health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

11. Workload Management

- 11.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on employee/s and the quality of resident/client care.
- 11.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager 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.

- 11.3 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, workplace health and safety legislation;
 - (d) The requirements of nurse regulatory legislation;
 - (e) Reasonable workloads;
 - (f) Accreditation standards; and
 - (g) Budgetary considerations.
- 11.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 10. Dispute Resolution. Arbitration of workload management issues may only occur by agreement of the employer and the relevant Association.

Part 3—Types of Employment and Termination of Employment

12. Types of Employment

12.1 Employment Categories

Employees under this agreement will be employed in one of the following categories:

- (a) full-time;
- (b) part-time; or
- (c) casual.

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

12.2 Full-Time Employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22 (a) of this agreement.

12.3 Part-Time Employment

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guarantee minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) A part-time employee will be paid a minimum of two hours pay for each engagement.
- (d) The terms of the agreement in (b) may be varied by agreement and recorded in writing.
- (e) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

12.4 Review of Part-Time Hours

- (a) At the request of an employee, the hours worked by the employee will be reviewed every 26 weeks. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) 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
 - (ii) 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.
- (b) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

12.5 Casual Employment

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) Casual employees will be paid a minimum of two hours for each engagement.

- (d) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

Overtime rates shall only be payable to a casual when he/she works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period. Payment of such overtime penalties shall be on the hourly rate (1/38th) and be in lieu of the casual loading.

12.6 Casual Conversion

- (a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - (i) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
 - (ii) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- (b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Arbitration of an employee's request for conversion may only occur by agreement of the employer and the relevant Association.
- (c) The employee may consent to or refuse a request made by the employer for conversion to a permanent part-time / full time basis.
- (d) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

13. Termination of employment

13.1 Notice of Termination by the Employer

At the time of termination the employer must provide the following periods of notice to all employees other than casuals, DONs, DDONs (also known as Clinical Care Managers, Development Support Managers and ADONs) and Aged Care Level 7 employees:

Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

For DONs, DDONs (also known as Clinical Care Managers, Development Support Managers and ADONs) and Aged Care Level 7 employees - at the time of termination the employer must provide four week's notice.

An employee over 45 years of age is entitled to 1 extra week's notice if the employee has completed at least 2 years of continuous service.

Casuals are to be given notice to the end of their current shift worked.

13.2 Notice of Termination by the Employee

For employees other than DONs, DDONs (also known as Clinical Care Managers, Development Support Managers and ADONs) and Aged Care Level 7 employees – at the time of termination such employees with less than one year's service must provide the employer with one week's notice; such employees who have been employed for one year or more must provide two week's notice.

For DONs, DDONs and Aged Care Level 7 employees – at the time of termination DONs, DDONs and Aged Care Level 7 employees must provide four week's notice of their intention to resign.

Casual employees shall only be required to give notice to the end of their current shift worked.

If the employee fails to give notice or fails to work their allocated notice period the employer may withhold any monies due to the employee on termination under this Agreement an amount not exceeding the employee's ordinary rate of pay for the notice period. This amount may only be withheld with the written consent of the employee.

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

13.3 Job Search Entitlement

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

14. Redundancy

14.1 An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

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

(b) because of the insolvency or bankruptcy of the employer.

14.2 Minimum Payments

(a) Where the employee is under 45 years of age, the employer shall pay the employee

Minimum Years of Service Retrenchment Pay

Less than 1 year Nil

1 year and less than 2 years 4 week's pay

2 years and less than 3 years 7 week's pay

3 years and less than 4 years 10 week's pay

4 years and less than 5 years 12 week's pay

5 years and less than 6 years 14 week's pay

6 years and over 16 week's pay.

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

Minimum Years of Service Retrenchment Pay

Less than 1 year Nil

1 year and less than 2 years 5 week's pay

2 years and less than 3 years 8.75 week's pay

3 years and less than 4 years 12.5 week's pay

4 years and less than 5 years 15 week's pay

5 years and less than 6 years 17.5 week's pay

6 years and over 20 week's pay

(c) "Week's pay" means the employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- i. shift allowances
- ii. weekend penalties
- iii. TAFE examination allowances
- iv. climatic and isolation allowances
- v. broken shift allowance
- vi. sleepover allowance
- vii. any other entitlements

14.3 Transfer to Lower Paid Duties

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

14.4. Employee Leaving During Notice Period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

14.5. Job Search Entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of clause 13.3.

Part 4—Minimum Wages and Related Matters

15. Classifications

- 15.1 Nursing classification definitions are set out in Schedule A - Classification Definitions.
- 15.2 Aged Care classification definitions are set out in Schedule B - Classification Definitions.
- 15.3 Health Professional classification definitions are set out in Schedule C – Classification Definitions.
- 15.4 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16. Minimum Weekly Wages

The minimum hourly wages payable to employee of the Grafton Aged Care Home are contained in Schedule E of this Agreement *“Minimum Hourly Pay Rates”*.

17. Progression

For progression for all classifications under this agreement, refer to Schedule A (Nursing), Schedule B (Aged Care and Schedule C (Health Professionals).

18. Allowances

The allowance rates are set out in Schedule D.

18.1 Increases

All allowances set out in Schedule D will be increased at the same rate and on the same date as the scheduled pay rate increases set out in clause 7 of this agreement.

18.2 Clothing, Equipment and Laundry Allowances

[All Classifications – Male and Female]

- (a) Instead of the provision of uniforms, shoes, cardigan or jacket, stockings and socks, the employer will pay employees a uniform allowance at the rate set out in item 1 – uniforms of Schedule D per week.
- (b) Where an employee’s uniforms are not laundered by or at the expense of the employer, the employee will be paid a weekly laundry allowance at the rate set out in item 2 of Schedule D.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer’s leave beyond 21 days.

- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

18.3 Meal Allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment, at the rates at item 3 a) of schedule D
- (b) Where such overtime work completed by an employee exceeds four hours a further meal allowance at the rate set out in item 3 b) of Schedule D will be paid.
- (c) Clause 18.3 a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (d) On request the meal allowance will be paid on the same day as overtime is worked.

18.4 On Call Allowance (Nursing classifications only)

This allowance does not apply to employees classified at Registered Nurse levels 4 or 5 (DON's & DDON's).

- (a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
 - (i) between rostered shifts or ordinary hours Monday to Friday inclusive – the amount set out in item 4 of Schedule D.
 - (ii) between rostered shifts or ordinary hours on a Saturday– the amount set out in item 5 of Schedule D.
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work– the amount set out in item 6 of Schedule D.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

18.5 Travelling, Transport and Fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in item 7 in Schedule D.

(b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

(c) An employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in item 7 of Schedule D when he or she uses a motor car in those circumstances.

Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

(d) Employees classified as home care workers and who are required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the employer by the employee.

18.6 Continuing Education Allowance (Nursing classifications only)

(a) 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.

(b) 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.

(c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.

(d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.

(e) A Registered Nurse or Enrolled Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.

(f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.

(g) A Registered Nurse 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 Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 9 in Schedule D.

(h) A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the

employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 10 of Schedule D.

- (i) A Registered Nurse who holds a relevant master's 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 Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 11 of Schedule D.
- (j) An Enrolled Nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the Enrolled Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 12 of Schedule D.
- (k) The allowances set out in sub-clauses 18.6 (g), (h), (i) and (j) are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) A Registered Nurse or Enrolled Nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

18.7 In Charge Allowance (Nursing classifications only)

This allowance does not apply to employees classified at Registered Nurse levels 4 or 5 (DON's & DDON's).

- (a) A Registered Nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 13 for less than 100 beds) or Item 14 (for 100 or more beds) in Schedule D.
- (b) A Registered Nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to his or her appropriate salary, the per shift allowance set out in Item 15 in Schedule D.
- (c) This sub-clause shall not apply to Registered Nurses holding classified positions of a higher grade than a Registered Nurse.

18.8 Leading Hand Allowance (Aged Care Classifications only)

A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but is not limited to the inclusion of any employee whose classification denotes supervisory responsibility. This allowance will be applicable to an Aged Care worker Classification 4 (Cook Grade A).

A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

Leading hand in charge of:	Weekly allowance
2-5 other employees	Item 16 of Schedule D
6-10 other employees	Item 17 of Schedule D
11-15 other employees	Item 18 of Schedule D
16-19 other employees	Item 19 of Schedule D

This allowance will be part of salary for all purposes of this agreement. An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause at an hourly pro rata rate as prescribed in Schedule D

18.9 Sleepovers

Employees may agree, in addition to normal rostered shifts, to sleepover at the facility. This will involve sleeping in at night in order to be on call during emergencies such as floods and other natural disasters.

The following conditions will apply to each night of sleepover:

- (a) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.
- (b) Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- (c) Employees will be provided with a bed and use of staff facilities or client facilities where applicable.
- (d) In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of set out in item 20 of Schedule D for each night on which they sleep over.
- (e) An employee may be required to undertake normal duties during any sleepover.
- (f) An employee directed to perform work during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the work, or from the start of the work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause 18.9 (d).
- (g) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
 - (i) All time worked by full-time employees during any sleepover will be paid for at overtime rates.

- (ii) All time worked by permanent part-time employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates
- (iii) All time worked by casual employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
- (iv) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause 18.9 (j) will apply.
- (h) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- (i) No employee will be required to sleepover during any part of their rostered days off or ADOs.
- (j) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods 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 will, subject to this clause, be released after completion of such work 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 eight consecutive hours off duty, the employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (k) Casual employees may only be used for sleepovers when full-time employees or permanent part-time employees are not available for that duty. In no case will casual employees be used exclusively, or almost exclusively, for sleepovers.

Nothing in this clause will preclude the employer from rostering an employee to work shift work instead of undertaking sleepovers.

18.10 Service Allowance

(applies only to those Aged Care employees formally covered by Aged Care General Services (State) Award).

- (a) All employees appointed before 1 October, 1986, shall, after 10 years' continuous service with the same employer, be paid in addition to the rates prescribed in Clause 16. Minimum Weekly Wages, a long service bonus of the amount set out in the following scale:

For 20 years of service and over 10%.

- (b) Payments due under this clause shall be made on the usual pay day when other payments under this agreement are made.
- (c) Continuous service with the same employer prior to the commencement of this agreement shall be taken into account for the purposes of this clause.
- (d) For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the place of employment whilst a member of the defence forces of the Commonwealth in time of war or for periods of unpaid leave granted to the employee by the employer.
- (e) this allowance will be calculated on the ordinary rate of pay before all other penalties or allowances are added.

18.11 Nauseous Work Allowance (Aged Care Classifications only)

The allowance set out in item 22 of Schedule D per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum set out in item 21 of Schedule D for work performed in any 8 hour shift and item 22 of Schedule D for work performed per hour of part thereof.

18.12 Tool Allowance [Aged Care Classifications]

A tool allowance as set out in item 23 in Schedule D for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by the employer.

18.13 Medication Allowance

For those Nursing Assistants:

- (i) who have completed a Certificate IV in Aged Care, which includes the module “HCCS303A Provide Physical Assistance with Medication” or should this module be renamed or superseded, the replacement module; and
- (ii) who are rostered to assist in the administration of medication

will be paid an allowance per hour in addition to the pay rate for the relevant Nursing Assistant classification. This allowance is specified as item 8 in Schedule D.

19. Payment of Wages

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by cash, cheque or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- (c) When notice of termination of employment has been given by an employee or an employee’s services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee on the very next pay day that occurs after the employee’s last day of work. Notice of termination is required. Refer to 13.1 and 13.2
- (d) Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer’s ability to meet the requirements of this clause, for example bank error or delay.

20. Superannuation

(a) Superannuation Legislation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, the superannuation fund nominated below in subclause 20 (d) applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

(b) Employer Contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as required under Superannuation Guarantee (GS) legislation. Casual Employees

An employer must make such superannuation contributions to a superannuation fund for the benefit of a casual employee who has earned \$450 or more (before tax) in a month.

(c) Voluntary Employee Contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20 (b).
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.

(d) Superannuation Fund

Unless, to comply with superannuation legislation, the employer is required to make the Superannuation contributions provided for in clause 20(b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clauses 20(b) and 21(b) and pay the amount authorised under clauses 20(c)(i) or 20(c)(ii) to one of the following superannuation funds:

- (i) Health Employees Superannuation Trust of Australia (HESTA) which offers a MySuper product;
- (ii) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and offers a MySuper product.

(e) Timing of Contribution to Fund

The employer must pay the contributions made in accordance with clauses 20 (b) and 21 and amounts authorised under clauses 20 (c) to the relevant Superannuation fund for each employee, no later than 28 days after the end of the month for which the contributions and deductions were made.

21. Salary Packaging to Superannuation fund

- (a) 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) 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.

Part 5 - Hours of Work and Related Matters

22. Ordinary Hours of Work

- (a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per 4 week period, and will be worked either:
 - (i) in a period of 28 calendar days of not more than 20 work days in roster cycle;
 - (ii) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
 - (iii) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (b) The hours of work on any day will be continuous except for meal breaks.

23. Span of Hours

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 23(a).

24. Rostered Days Off

Employees, other than a casual employee, will 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. Where practicable, days off will be consecutive.

25. Rest Breaks Between Rostered Work

An employee will be allowed a rest break of ten hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift, except by agreement where it may be 8 hours.

26. Accumulation and Taking of Accrued Days Off (ADOs / RDO's)

- (a) This clause will only apply to full time employees.
- (b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in clause 22(a)(ii), ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- (d) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (e) The employer will schedule the taking of ADOs and display them on the roster. Scheduling decisions will be based on the needs of the workplace and will have regard to employee's preferences.
- (f) Wherever possible ADOs will be consecutive with rostered days off prescribed in clause 24 above.
- (g) Once set, ADOs may not be changed, except in accordance with Clause 27 Rostering.
- (h) ADOs will not be rostered on public holidays.

27. Rosters

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.

- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least fourteen days for home care employees and seven days for all other employees before the commencement of the roster period.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (d) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days notice except where the employee is ill or in an emergency.
- (e) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- (f) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

28. Broken Shifts – All Classifications

With respect to broken shifts:

- (a) Broken shifts for the purpose of this clause means a shift worked by an employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 32.1 – Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

29. Saturday and Sunday Work

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

- (b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- (c) These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 32 – Shiftwork.
- (d) Casual staff will be paid the casual loading of 25% (prescribed in clause 12.5 (b)) of the base hourly rate in addition to the weekend penalties specified in sub-clauses 29 (a) and (b) for work performed on weekends. A casual employee will be paid the loadings described in 29 (a) & (b) calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

30. Breaks

30.1 Meal Breaks

- (i) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (ii) Where an employee is required to remain available for duty during a meal break, the employee will be paid an 'on call during meal break allowance' as provided for in Item 28 in Schedule D, provided such that only one allowance shall be payable in any period of 24 hours.
- (iii) If an employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.

30.2 Tea Breaks

- (i) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (ii) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- (iii) Tea breaks will count as time worked.

31. Overtime

31.1. Overtime Penalty Rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 22—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time;

(iii) Public holidays—double time and a half.

- (b) Overtime penalties as prescribed in clause 31.1(a) do not apply to Registered Nurse levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 30-Saturday and Sunday work and clause 32-Shiftwork.

31.2 Part time employees

- (a) All time worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (b) All time worked by part-time employees which exceeds 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

31.3. Time off instead of payment for overtime

- (a) By agreement between the employer and the employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) An employee cannot be compelled to take time off instead of overtime.

31.4. Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such a absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be

entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

31.5. Rest Break During Overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

31.6. Recall to Work When On Call

An employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work at the appropriate overtime rate.

31.7. Recall to Work When Not On Call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for four hours if the work for which the employee was recalled is completed within a shorter period.

32. Shiftwork

32.1. Shift Penalties

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

- (a) 10% for afternoon shift commencing after 10:00 a.m. and before 1:00 p.m.
- (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
- (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
- (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.
- (i) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 30—Saturday and Sunday work and clause 36—Public holidays applies.

- (ii) The provisions of this clause will not apply to Registered Nurse levels 4 and 5 (DON's & DDON's)

33. Higher Duties

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) full day or shift where the time so worked exceeds two hours.
- (c) where there is no higher classification, an agreement as to the pay rate for the higher position must be agreed upon by the employer and employee before the commencement of the shift
- (d) An employee who agrees to perform the work of a different classification on a lower rate of pay after being rostered in advance at a higher classification or after the commencement of a shift at the higher classification shall receive the salary and other conditions for the higher or normal classification for all duties performed on that shift (day).

Higher Duties allowance does not apply to Registered Nurse levels 4 and 5 (DON's & DDON's).

Part 6 - Leave and Public Holidays

34. Annual Leave

Employees are entitled to annual leave as provided for in the NES with the following embellishments:

34.1. Quantum of Annual Leave

- (a) Annual leave on full pay is to be granted as follows:

- (i) Full time employees five weeks annual leave
- (ii) Full time shift workers six weeks annual leave
- (iii) Part time employees five weeks annual leave on a pro rata basis
- (iii) Part time shift workers six weeks annual leave on a pro rata basis

- (b) For the purposes of this clause, a shiftworker is an employee who is not a day worker as defined in clause 23 (a) Span of Hours.

34.2. Taking of Leave

- (a) Annual leave shall be given and shall be taken within a period of 12 months after the date when the right to annual leave accrued

- (b) Employees are required to use a minimum of four weeks annual leave for non-shift workers and 5 weeks annual leave for shift workers in each 12 months, at a time that is mutually agreed upon by the employer and employee. The only exception to this is where the employee and employer agree that the leave may be postponed to allow the employee to take extended leave within a further period not exceeding 12 months. e.g. for an extended holiday
- (c) It is important that all employees take annual leave on a regular basis to ensure they are sufficiently rested and have the opportunity to balance work, family and recreational interests. The employer may direct an employee to take annual leave provided they have at least 4 weeks of leave for non-shift workers and 5 weeks leave for shift workers. Prior to directing an employee to take leave, the employer will provide written notice to the employee providing two weeks' notice requesting the employee to identify a date to commence leave. If the employee fails to identify a commencement date within 3 months to take leave, the employer may direct the employee to take leave by providing 4 week's notice in writing.

34.3. Payment for Annual Leave

- (a) Payments may be paid in accordance with the usual pay day relevant to the period of leave being taken.
- (b) At election of employees and before going on annual leave, an 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.

34.4 Cashing out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out, subject to the following conditions:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks for non-shift workers and 5 weeks for shift workers; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

34.5. Annual Leave Loading

- (a) 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:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) 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 leave period to which the employee became entitled, the employee shall be paid their leave loading entitlement for the period not taken.

34.6. Payment of Annual Leave on Termination

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

35. Public Holidays

Public holidays are provided for in the NES and this Agreement.

35.1 Payment for Work Done on Public Holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at Clause 34.5.
- (b) The election in clause 35.1(a) will 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.
- (c) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (d) For the purposes of this agreement, the following shall be deemed to be public holidays:
 - (i) 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
 - (ii) any other day or part-day declared or prescribed by or under a State law to be observed generally within the State (or a region of the State) as a public holiday. These include local public holidays declared for the area in which the

facility is located and additional public holidays observed across the State (for example when Christmas, Boxing or New Years Days fall on a weekend).

35.2 Public Holiday – State Law

If, under (or in accordance with a procedure under) a State law , a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 35.1(d) , then the substituted day or part-day is the public holiday.

35.3 Extra Public Holiday (also called the Picnic Day) and Substitution of Some Local Public Holidays

- (a) In a calendar year where no local public holiday, or less than the equivalent of one full-day local public holiday is declared or prescribed by or under a State law for the area in which the facility is located, the extra full-day public holiday will be observed in accordance with 35.3 (b).
- (b) The extra full-day public holiday referred to in 35.3 (a) and (c) shall occur on a day between Christmas and New Year within the days Monday to Friday inclusive which is not already a declared or prescribed public holiday for that calendar year. The employer will advise employees by 1 July each year of the day on which this extra public holiday will be observed.
- (c) By agreement between the employer and employee:
 - (i) In a calendar year where the equivalent of one full-day local public holiday is declared or prescribed by or under a State law for the area in which the facility is located, the extra full-day public holiday in 35.3 (b) will be observed in place of the local public holiday/s.
 - (ii) (A) In a calendar year where more than the equivalent of one full-day local public holiday is declared or prescribed by or under a State law for the area in which the facility is located, the extra full-day public holiday in 35.3 (b) will be observed in place of the equivalent of one full-day local public holiday and the remaining local public holiday/s will be also be observed.

For example, where three half-day local public holidays are declared in a year, one of the half-days will be observed as a public holiday along with the full-day extra public holiday in 35.3 (b) or in a year where four half-day local public holidays are declared, two of these will be observed as public holidays along with the extra full-day public holiday in 35.3 (b).

(B) The employer shall advise employees by 30 January of the local public holiday/s that will be observed in that year.

35.4. Public Holiday Substitution

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

35.5. Public Holidays Occurring on Rostered Days Off

All full-time employees will receive a day's ordinary pay 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.

35.6 Part-Time Employees

(a) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.

(b) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

35.7 Casual Employees

a) A casual employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.

b) Casual staff will be paid a casual loading of 25% prescribed in clause 12.5 (b) in addition to the public holiday penalties specified in sub-clauses 35.7 (a) for work performed on public holidays.

c) A casual employee will be paid the loadings described in 35.1 calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

36. Ceremonial Leave

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

37. Personal/carer's Leave and Compassionate Leave

37.1 Personal/carer's leave and compassionate leave are provided for in the NES.

37.2 In addition, an employee may use accumulated personal/carer's leave when on workers' compensation only where his or her workers compensation payments are less than his

or her normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

38. Long Service Leave

38.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW). Provided that should there be any inconsistency between that legislation and the provisions of this Agreement the better of the two provisions shall prevail.

38.3 Quantum of Long Service Leave - All Classifications

- (a) Every employee after ten year's 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.
- (b) 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:
 - (i) For the first five year's service – one month.
 - (ii) For the next ten year's 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 week's pay.
 - (iii) 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 week's pay.

38.5 Taking of Long Service Leave

- (a) The employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the facility, or, where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) In such a case, where the employer and employee agree to postpone the taking of leave, the employee may be paid for that leave at the rate of pay applicable at the time of the agreement 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.

(c) For the purposes of this clause:

- (i) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account, and:
- (ii) Continuous service shall be deemed not to be broken by:
 - Absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - Any period of absence on leave without pay exceeding six months;noting that the definition of “continuous service” in the Long Service Leave Act 1955 (NSW) shall apply where it is more beneficial.
- (iii) One month equals four and one-third weeks.

38.6 Subject to subclause 38.2, 38.3 and 38.4, where an employee has acquired a right to long service leave, then:

(a) If before such leave has been entered upon, the employment of such employee is terminated, the employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.

(b) Where an employee dies and any long service leave:

- i) to which the employee was entitled has not been taken, or
- ii) accrued upon termination of the services of the employee by reason of the employee’s death and has not been taken,

The employer shall pay to the employee’s estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

39. Community Service Leave

Community service leave is provided for in the NES.

40. Parental Leave

Parental leave is provided for in the NES.

41. Representative Leave

Leave may be granted by mutual agreement with management to trade union delegates or branch officials employed by the employer and the relevant union as follows:

- (a) Leave to attend trade union and union delegate courses/seminars/conferences shall be as follows:
 - (i) To a maximum of 3 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, shall be available for the purpose of trade union training, union delegate courses, seminars 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.
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this *Agreement*.

42. Training for Nurses

- (a) Each employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.
- (b) Each employer may make training available to nurses other than Nursing Assistants to assist those employees to maintain professional registration or endorsement.
- (c) 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.
- (d) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of in-service training attended by the employee.

- (e) 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:
 - (i) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
 - (ii) An employer shall provide employees with two week's notice of the requirement to attend training outside of their normal rostered working hours.
 - (iii) Notwithstanding clause 31 Overtime, attendance at such training shall be paid at ordinary rates.
 - (iv) 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.

43. Attendance at Meetings and Fire Drills

- (a) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), 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.
- (b) Any employee required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the 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.

44. No Further Claims

- (a) The employees and employer bound by this agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- (b) Subject to an employer meeting its obligations to consult arising under this Agreement or a contract of employment binding on that employer, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

45 Savings Clause

No employee shall suffer a reduction in total entitlement to annual leave and payment for public holidays worked that they were eligible to receive at 31 December 2009 by reason only of the coming into force of this or the preceding agreement.

Nor will this agreement result in any employee's accrued annual leave (including counter leave and/or additional annual leave in lieu of payment for public holidays worked), as at the date that this agreement commences being reduced.

For the purposes of this clause, total entitlement at 31 December 2009 shall include counter leave and leave in lieu of payment for public holidays worked.

Schedule A - Nursing Classification Definitions

Progression through pay points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, 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 clause Schedule A—Classification Definitions and knowledge gained through experience in the practice settings over such a period.

A.1 a) Nursing Assistants

Nursing Assistants also otherwise known as Assistants in Nursing, provide nursing, care and other duties under the direction of a Registered Nurse or Enrolled Nurse. The primary role of Nursing Assistants in nursing and care contexts is to observe and report to their supervising nurse about the processes involved in delivering services and the outcomes of that intervention or service. Where specific nursing tasks or responsibilities have been appropriately delegated to the Nursing Assistant by the supervising nurse the Nursing Assistant undertakes accountability for meeting the standards set by professional nursing codes and organisational policies and protocols. This includes the Nursing Assistant making the supervising nurse aware of any impediment to carrying out the delegation.

b) Nursing Trainees (includes school-based trainees and EN students) Under 18 years / over 18 years

Trainees are either:

- (i) school based secondary school students who are in their senior years of school and are offered a traineeship as a career path through planned learning in school and at work. These trainees provide personal care and other duties under the direction of a Registered Nurse, Enrolled Nurse or Nursing Assistant. Trainees work under the same guidelines as a Nursing Assistant. Until these trainees have completed their Certificate III in Aged Care Course, they will be classified as School Based Trainee Nursing Assistants. At the completion of the traineeship, the employment contract will be cancelled; however Trainees have the opportunity to apply for any positions that may become available.
- (ii) Student Enrolled Nurse who is undertaking study to become an Enrolled Nurse and provide personal care and other duties under the direction of a Registered Nurse or Enrolled Nurse. At the completion of their traineeship, the employment contract will be cancelled; however Trainees will have the opportunity to apply for any positions that may become available.

A.2 Nursing Care

Nursing care means:

Nursing care carried out by Nursing Assistants in aged care and community care contexts is essentially a team effort where the goals of care are determined by the supervising nurse via the care plan for each individual and the policies and protocols of the employing organisation. Care includes attending to the bio-psycho-social needs of residents as well as ensuring that the environment of care and lifestyle activities is safe and conducive to the wellbeing of residents, visitors and other staff.

A.3 Enrolled Nurses

A.3.1 Enrolled Nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an Enrolled Nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
 - i. having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - ii. having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
 - iii. having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators
 - The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgment, not yet developed by practical experience.

A.3.2 Enrolled Nurse—pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
 - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory

content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

A.3.3 Enrolled Nurse—pay point 3

(a) Pay point 3 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practice and complete nursing functions in stable situations with limited direct supervision;

- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.3.4 Enrolled Nurse—pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

A.3.5 Enrolled Nurse—pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

A.3.6 “Enrolled Nurse” (previously referred to as an Endorsed Enrolled Nurse) means a nurse enrolled with the Nursing and Midwifery Board of Australia who:

- prior to July 1, 2010 held an endorsement for medication administration; or
- subsequent to July 1, 2010 has completed the Board's required approved qualifications in order to have the notation on their licence removed. For a nurse who applies to have their enrolment notation removed, this classification shall also apply from the date upon which the Board so removes the notation; or
- has been enrolled for the first time subsequent to July 1, 2010.

A.3.7 “Enrolled Nurse without medication qualification” (previously referred to as an Enrolled Nurse) means a nurse enrolled with the Board who has the following notation on their licence: “Does not hold Board-approved qualifications in administration of medications” attached to their enrolment.

A.4 Registered Nurses

A.4.1 Registered Nurse—level 1 (RN1)

- (a) An employee at this level performs their duties:
 - (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.
- (b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
 - accepting accountability for the employee's own standards of nursing care and service delivery; and
 - participating in action research and policy development within the practice setting.

A.4.2 Registered Nurse—level 2 (RN2)

- (a) An employee at this level may be an RN, CNS or CNE:
 - (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a nurse in a higher classification.
- (c) Duties of a Level 2 nurse will substantially include, but are not confined to:
- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
 - providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
 - being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by a nurse in a higher classification.
 - acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
 - assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.4.3 Registered Nurse—level 3 (RN3)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.
 - (iii) An employee at this level may also be known as a Clinical nurse consultant, Nurse Manager or Nurse Educator.
- (b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- (i) Duties of a Clinical Nurse Consultant will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;

- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

(ii) Duties of a Nurse Manager will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a Nurse Educator will substantially include, but are not confined to:

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

A.4.4 Registered Nurse—level 4 (RN4)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis. An employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director of Nursing (management), Assistant Director of Nursing (education), Deputy Director of Nursing, Clinical Care Manager or Development Support Manager.

(b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(c) In addition to the duties of an RN3, an employee at this level will perform the following duties:

(i) Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(ii) Duties of an Assistant Director of Nursing (management) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;

- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(iii) Duties of an Assistant Director of Nursing (education) will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (clinical) and the Assistant Director of Nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

A.4.5 Registered Nurse level 5—(RN5)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Director of Nursing.

(b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(c) In addition to the duties of an RN4, an employee at this level will perform the following duties:

- i. being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- ii. participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- iii. providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- iv. providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- v. managing the budget of the nursing division of the health unit;
- vi. ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- vii. complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.5 Nurse Practitioner

A Nurse practitioner:

- is a Registered Nurse/Midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

A.5.1 Role of a licensed Nurse practitioner

The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a Registered Nurse /Midwife in extended practice across stable, unpredictable and complex situations.

The nurse practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

A.5.2 Scope of practice

The scope of practice of the Nurse practitioner is determined by the context in which:

- (a) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- (b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

Schedule B – Aged Care Classifications Definitions

Progression from Aged Care Level One

Employees who are new to the industry and/or have less than three months work experience in the Industry may be classified at this level. This level is designed solely as an entry level.

An employee at Aged Care Level One will only be eligible for progression to Aged Care Level Two if, the employee:

(a) has completed three months continuous employment; and

(b) has performed basic duties.

Classifying existing employees.

Information regarding the Aged Care Classification pay point system under Clause 15 – Minimum Weekly Wages:

The pay points under each classification at Clause 15 – Minimum Weekly Wages have been established to assist employers to understand how existing employees will be paid under this agreement.

Each pay point has the letter “A” adjacent to it, for the following reasons:

- For those pay points with the letter A, the equivalent classification for that pay point was under the Aged Care General Services (State) NAPSA.

Example B.1:

Aged Care Employee Level One Laundry Hand

Pay point 1C (CSE New Entrant)

The “C” represents that this pay point has been derived from the Charitable Sector Aged and Disability Care Services (State) NAPSA

The “(CSE New Entrant)” represents that the most logical classification for the Laundry Hand, pay point 1C, under the Charitable Sector Aged and Disability Care Services (State) NAPSA is the Care Service Employee New Entrant.

Example B.2:

**Aged Care Employee Level One
Laundry Hand**

Pay point 2A (GSO Grade 1)

To ensure employees are consistently being progressed in the same pay point system, employers should not progress employees from pay points "A" to "C", ie, from one NAPSA to the other. If progression is appropriate, employees should only progress from pay points "A" to "A" or pay points "B" to "B"

For example, if an employee was appointed as a Aged Care Level One, Laundry Hand, pay point 1A, if this employee was to progress to Aged Care Level Two, the employee would be classified as Aged Care Level Two, Laundry Hand, pay point 1A.

Where there is no equivalent classification under the NAPSA's, the modern award classification will apply.

Notwithstanding anything contained in this Schedule, reference should also, always be given to the historical definitions, position descriptors and tasks set out in either of the following industry NAPSAs, which applied to the employer prior to 1 January 2010, when classifying employees.

NB: Over time and once the modern award transition process is underway, this pay point system will be simplified for future agreements.

Classifying new employees:

When classifying new employees, employers should give consideration to the relevant NAPSA that would have applied to their organisation, ie:

The "(GSO Grade 1)" represents that the most logical classification for the Laundry Hand, pay point 2A, under the Aged Care General Services (State) NAPSA is the General Services Officer Grade 1.

The "A" represents that this pay point has been derived from the Aged Care General Services (State) NAPSA

When classifying new employees, an employer may request the employee to provide satisfactory documentary evidence detailing any other 'service' or 'experience' within the industry for the purpose of assisting the employer to appoint the employee in the most appropriate classification. In the absence, of such satisfactory evidence, the employer shall classify the employee at the level for which proof has been provided. For those employees who are new to the industry and/or who have less than three months work experience, employers should classify these employees at the entry level of Aged Care Level One.

The following are the Aged Care Classifications:

B.1 Aged care employee—level 1

Entry level:

An employee who has less than three months work experience in the industry and performs basic duties:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training (Trainee for the first three months of employment)

This classification will only apply to the first three months of employment for an employee employed under this classification provided the employee has no acquired experience in this or any other facility.

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

General & Administrative Services	Food Services
General Clerk	Food services assistant
Laundry Hand	
Cleaner	
Assistant gardener	

B.2 Aged care employee—level 2

An employee at this level:

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

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

General & Administrative Services	Food Services	Personal Care
General Clerk/typist (between 3 months and less than 1 years service)	Food services assistant	Personal care worker grade 1
Laundry Hand		
Cleaner		
Gardener (non-trade)		
Maintenance / Handyperson (unqualified)		
Driver (less than 3 ton)		

B.3 Aged care employee—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

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

General and administrative services	Food services	Personal care
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate	Cook	Personal care worker grade 2 Recreational/Lifestyle activities officer (unqualified)

B.4 Aged care employee—level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are, but not limited to and may be entitled to the leading hand Allowance for a Cook (previously classified as a Co Grade 3 under the Aged Care & General Services Award):

General and administrative services	Food services	Personal care
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior cook (trade)	Personal care worker grade 3

B.5 Aged care employee—level 5

An employee at this level:

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

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

General & Administrative Services	Food Services	Personal Care
Secretary interpreter (unqualified)	Chef	Personal care worker grade 4

B.6 Aged care employee—level 6

An employee at this level:

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

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

General and administrative services	Food services
Maintenance tradesperson (advanced)	Senior chef
Gardener (advanced)	

B.7 Aged care employee—level 7

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;

- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

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

General and administrative services	Food services	Personal care
Clerical supervisor	Chef /Food services supervisor	Personal care worker grade 5
Interpreter (qualified)		
Gardener superintendent		
General services supervisor		

Schedule C – Health Professionals Classification Definitions

Coverage

This agreement aims to cover Health Professionals who are engaged in the aged care industry, such as Diversional Therapists

Progression through level 1

Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual employee, 1824 hours until they reach pay point 6.

Progression through levels 2 - 4

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

Classifying existing Diversional Therapists from the Charitable Sector Aged & Disability Care Services (State) NAPSA and the Aged Care General Services (State) NAPSA under this Agreement

The pay points under each classification at Clause 15 – Minimum Weekly Wages have been established to assist employers to understand how existing employees will be paid under this agreement.

Each pay point has the letter “A” or “C” adjacent to it, for the following reasons:

- For those pay points with the letter A, the equivalent classification for that pay point was under the *Aged Care General Services (State) NAPSA*.
- For those pay points with the letter C, the equivalent classification for that pay point was under the *Charitable Sector Aged and Disability Care Services (State) NAPSA*

The equivalent classifications under those NAPSA’s have been inserted in brackets next to the relevant pay points. The purpose of inserting the equivalent classifications under the NAPSA’s is to provide logical examples of how employees classified under the Aged Care NAPSA’s are likely to be classified under this agreement.

Example C.1:

Health Professional Employee Level One

Pay point 1A (First year of experience -UG qualification)

Example C.2:

Health Professional Employee Level One

Pay point 2C (First year of experience -UG qualification)

To ensure employees are consistently being progressed in the same pay point system, employers should not progress employees from pay points "A" to "C", i.e., from one NAPSA to the other. If progression is appropriate, employees should only progress from pay points "A" to "A" or pay points "B" to "B".

For example, if an employee was appointed as a Health Professional Employee Level One, Diversional Therapist, pay point 1A (First year of experience), if this employee was to progress through pay points through years of service, the employee would be classified as Health Professional Employee, Level One, pay point 3A (Second year of experience).

Notwithstanding anything contained in this Schedule, reference should also, always be given to the historical definitions, position descriptors and tasks set out in either of the following industry NAPSAs, which applied to the employer prior to 1 January 2010, when classifying employees.

NB: Over time and once the modern award transition process is underway, this pay point system will be simplified for future agreements.

The "(First year of experience – UG qualification" represents that the most logical classification for the Health Professional Employee Level One, pay point 1A, under the Aged Care General Services (State) NAPSA is the Diversional Therapist, First year of experience, undergraduate level.

The "A" represents that this pay point has been derived from the Aged Care General Services (State) NAPSA.

The "C" represents that this pay point has been derived from the Charitable Sector Aged & Disability Services (State) NAPSA.

The "(First year of experience –UG qualification" represents that the most logical classification for the Health Professional Employee Level One, pay point 2C, under the Charitable Sector Aged & Disability Services (State) NAPSA is the Diversional Therapist, First year of experience, undergraduate level.

C.1 Health Professional—level 1

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

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

C.2 Health Professional—level 2

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

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

C.3 Health Professional—level 3

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

An employee at this level:

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

- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

C.4 Health Professional—level 4

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

An employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

Schedule D – Allowance Rates

– the following rates are the minimum that will apply – see Clause 18.1 for details. *FFPP = first full pay period

Item	Allowance	Clause Number	2013	From FFPP * after 1/7/15	From FFPP* after 1/7/16
Increase 12 monthly at the same rate as the pay increases					
Uniform Allowance when uniform is not supplied			Per week		
1	Uniforms which includes Shoes, cardigans, stockings/ socks	18.2 (b)	\$12.77	\$13.09	\$13.35
			Per week	Per week	Per week
2	Laundry Allowance	18.2 (b)	\$5.00	\$5.13	\$5.23
3	Meal Allowance when no meal is provided				
	a) When required to work more than one hour beyond usual finishing time		Per shift	Per shift	Per shift
	Breakfast	18.3 (a)	\$11.94	\$12.24	\$12.48
	Lunch	18.3 (a)	\$12.66	\$12.98	\$13.24
	Evening	18.3 (a)	\$18.55	\$19.01	\$19.39
	b) An additional payment when an n nursing employee is required to work more than 4 hours overtime	18.3 (b)	\$10.75	\$11.02	\$11.24
	On Call Allowance (Nursing Classifications Only)		Per 24 hr period	Per 24 hr period	Per 24 hr period
4	Between rostered shifts Monday to Friday	18.4 (a) (i)	\$19.50	\$19.99	\$20.39
5	Between rostered shifts or on a Saturday	18.4 (a) (ii)	\$28.50	\$29.21	\$29.80
6	Between rostered shifts or ordinary hours on a Sunday, public holiday or a day not rostered to work	18.4 (a) (iii)	\$39.02	\$40.00	\$40.80
			Per km	Per km	Per km
7	Mileage Allowance	18.6 (a) & (c)	\$0.82	\$0.84	\$0.86

Item	Allowance	Clause Number	2013	From FFPP * after 1/7/15	From FFPP* after 1/7/16
			Per hour	Per hour	Per hour
8	Medication Allowance	18.13	\$1.20	\$1.23	\$1.25
	Continuing Education Allowance (Nursing Classifications only)		Weekly	Weekly	Weekly
9	RN – post grad certificate in clinical field	18.7 (g)	\$18.37	\$18.83	\$19.21
10	RN – post grad diploma or degree in clinical field	18.7 (h)	\$30.60	\$31.37	\$31.99
11	RN – relevant master’s degree or doctorate in clinical field	18.7 (i)	\$36.73	\$37.65	\$38.40
12	EN – certificate IV qual in a clinical field	18.7 (j)	\$12.24	\$12.55	\$12.80
	In-charge allowance (Nursing classifications only)		Per shift	Per shift	Per shift
13	RN – in charge of a facility of less than 100 beds on day, evening or night	18.8 (a)	\$21.87	\$22.42	\$22.87
14	RN – in charge of facility of more than 100 beds on day, evening or night	18.8 (a)	\$35.25	\$36.13	\$36.85
15	RN in charge of a shift in a section of the facility+	18.8 (b)	\$21.86	\$22.41	\$22.85
	Leading Hand Allowance (Aged Care Classifications only - weekly or part thereof (pro rata))		Per week	Per week	Per week
16	-in charge of 2 – 5 employees (Cook Grade A)	18.9	\$21.47	\$22.01	\$22.45
17	-in charge of 6-10 employees	18.9	\$30.67	\$31.44	\$32.07
18	-in charge of 11-15 employees	18.9	\$38.72	\$39.69	\$40.48
19	-in charge of 16-19 employees	18.9	\$47.33	\$48.51	\$49.48
			Per night	Per night	Per night
20	Sleep over	18.9 (d)	\$41.86	\$42.91	\$43.76
	Nauseous work allowance		Per Hour	Per night	Per night
21	- per hour or part thereof	18.14 (a)	\$0.40	\$0.41	\$0.42
22	- minimum per 8 hour shift	18.14 (a)	\$2.16	\$2.21	\$2.26
23	Tool, Allowance (Aged care Classifications only)	18.2	\$12.21	\$12.52	\$12.77
24	On call during meal break	30 (a) (ii)	\$10.56	\$10.82	\$11.04

Schedule E - Minimum Hourly Pay Rates

*FFPP = first full pay period

Nursing Classifications			
	2013	From FFFP* after 1/7/2015	From FFFP* after 1/7/2016
Trainee under 18 (Nursing Assistant and Student EN)			
Year 1	\$18.18	\$18.64	\$19.01
Year 2	\$18.48	\$18.94	\$19.32
Year 3 & thereafter	\$18.79	\$19.26	\$19.64
Trainee over 18 (Nursing Assistant and Student EN)			
Year 1	\$18.79	\$19.26	\$19.64
Year 2	\$19.13	\$19.61	\$20.01
AIN Cert III			
Year 1	\$19.39	\$19.88	\$20.27
Year 2	\$19.63	\$20.12	\$20.52
Year 3 & thereafter	\$20.19	\$20.70	\$21.11
Enrolled Nurse without medication qualifications			
Pay Point 1	\$22.22	\$22.78	\$23.23
Pay Point 2	\$22.65	\$23.22	\$23.68
Pay Point 3	\$22.95	\$23.53	\$24.00
Pay Point 4	\$23.41	\$24.00	\$24.48
Pay Point 5	\$23.88	\$24.47	\$24.96
Enrolled Nurse			
Pay Point 1	\$24.20	\$24.81	\$25.30
Pay Point 2	\$24.72	\$25.33	\$25.84
Pay Point 3	\$25.37	\$26.01	\$26.53
Pay Point 4	\$25.98	\$26.63	\$27.16
Pay Point 5	\$26.58	\$27.25	\$27.79
Registered Nurse - level 1			
Pay Point 1	\$24.81	\$25.43	\$25.94
Pay Point 2	\$26.08	\$26.73	\$27.27

Nursing Classifications			
	2013	From FFFP* after 1/7/2015	From FFFP* after 1/7/2016
Pay Point 3	\$27.35	\$28.04	\$28.60
Pay Point 4	\$28.71	\$29.43	\$30.01
Pay Point 5	\$30.06	\$30.81	\$31.43
Pay Point 6	\$31.41	\$32.19	\$32.83
Pay Point 7	\$32.96	\$33.78	\$34.45
Pay Point 8	\$34.24	\$35.09	\$35.80
Registered Nurse - level 2			
Covers CNE and CNS	\$35.58	\$36.47	\$37.20
Registered Nurse – Level 3			
Pay Point 1 - NE & NUM	\$37.82	\$38.76	\$39.54
Pay Point 2 - NE & NUM	\$38.84	\$39.82	\$40.61
Pay Point 3 - NE & NUM	\$39.76	\$40.75	\$41.57
Pay Point 4 - NUM	\$40.77	\$41.79	\$42.63
Pay Point 5 - CNC & NE	\$41.77	\$42.81	\$43.67
Pay Point 6 - Senior NE	\$42.73	\$43.80	\$44.68
Pay Point 7 - Senior NE	\$43.57	\$44.66	\$45.56
Pay Point 8 - Senior NE	\$44.89	\$46.01	\$46.93
Registered Nurse - level 4			
Covers DDON and ADO and local titles for these classifications (e.g. Clinical Care Manager and Development Support Manager)	\$41.49	\$42.53	\$43.38
Pay Point 4 (DDON 75 to less than 100 beds)			
Registered Nurse - level 5			
Covers DON	\$48.54	\$49.75	\$50.75
Pay Point 4 (75 to less than 100 beds)			

Aged Care Classifications			
	2013	From FFFP* after 1/7/2015	From FFFP* after 1/7/2016
Level 1 – Entry Level			
Trainee (for the first three months of employment)			
Under 18 yrs	14.94	15.31	15.61
Over 18 yrs	17.86	18.30	18.66
Level 2			
Trainee (after the first three months of employment)			
Pay Point 1A	18.07	18.52	18.89
General Clerk / Typist			
Pay point 1A (Clerk Grade 1 – 2 nd yr)	18.07	18.52	18.89
Pay point 2A (Clerk Grade 2 – 1 st yr)	19.54	20.02	20.42
Laundry Hand Pay point 1A (GSO Grade 2)	18.44	18.90	19.27
Cleaner Pay point 1A (GSO Grade 2)	18.44	18.90	19.27
Food Services Assistant Pay point 2A (GSO Grade 3)	18.44	18.90	19.27
Level 3			
General Clerk / Typist			
Pay point 1A (Clerk Grade 1 – 3 rd yr)	18.44	18.90	19.27
Pay point 2A (Clerk Grade 1 – 4 th yr)	18.74	19.20	19.58
Pay point 3A (Clerk Grade 1 – 5 th yr)	19.05	19.52	19.91
Pay point 4A (Clerk Grade 2 – 2 nd yr)	19.54	20.02	20.42
Pay point 5C (Clerk Grade 2)	19.99	20.48	20.88
Laundry Foreperson	19.05	19.52	19.91
Recreational Lifestyle Officer			
Pay point 1A (Rec Activities Officer 1 st yr or GSO)	19.17	19.64	20.03

Aged Care Classifications			
	2013	From FFFP* after 1/7/2015	From FFFP* after 1/7/2016
Grade 4 2 nd yr) Pay point 2A (Rec Activities Officer 2 nd yr or GSO Grade 4 3 rd yr) Pay point 3A (Rec Activities officer 3 rd yr thereafter)	19.38 19.59	19.86 20.07	20.25 20.47
Level 4 Senior Clerk / Receptionist Pay point 1A (Clerk Grade 3 – 1 st yr) Pay point 2A (Clerk Grade 3 – 2 nd yr) Senior Cook – Trade Pay point 1A (Cook Grade A) Laundry Foreperson (dry cleaning / laundry cert)	20.46 20.86 19.40 19.26	20.97 21.38 19.88 19.74	21.38 21.80 20.27 20.13
Level 5 Secretary / Personal Assistant Pay point 1A (Clerk Grade 4 – 1 st yr) Pay point 2A (Clerk Grade 4 – 2 nd yr)	21.25 21.60	21.78 22.14	22.21 22.58
Level 6 Maintenance Supervisor	21.25	21.78	22.21
Level 7 Clerical Supervisor Pay point 1A (Clerk Grade 5 – 1 st yr) Pay point 2A (Clerk Grade 5 – 2 nd yr)	21.93 22.31	22.47 22.86	22.91 23.31

Schedule F – Trainee Employment Conditions

F.1 Definitions

In this schedule:

approved training means the training specified in the training contract

Australian Qualifications Framework (AQF) is a national framework for qualifications in post-compulsory education and training

relevant State training authority means the bodies in NSW which exercise approval powers in relation to traineeships and register training contracts under the NSW vocational education and training legislation

relevant State vocational education and training legislation means the New South Wales: *Apprenticeship and Traineeship Act 2001* or any successor legislation

trainee is an employee undertaking a traineeship under a training contract

traineeship means a system of training which has been approved by the relevant State training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification

training contract means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State training authority

training package means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible for vocational education and training, and includes any relevant replacement training package

F.2 Types of Traineeships

The following types of traineeship are available under this schedule:

- a) a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- b) a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

F.3 Minimum Wages

Minimum wages for full-time traineeships are contained in Schedule E.

F.4 Employment conditions

- a) A trainee will be required to work rostered shifts only by mutual agreement and according to availability to ensure rostered work hours do not conflict with requirements to attend school or higher education institutions. This would include not requiring students to work long evening or night shifts during periods when they are attending classes in the day.
- b) When rostering school-based trainee's consideration will be given to the trainee's level of competency and current length of employment to ensure adequate support and supervision is provided when determining the allocation of shifts across the twenty four hour period of the roster.
- c) A trainee is entitled to be released from work without loss of continuity of employment to attend any training and assessment specified in, or associated with, the training contract.
- d) Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- e) All other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

Employer Signature Page

Signed for and on behalf of Grafton Aged Care Home Pty Ltd by its duly authorised officer:

Duly Authorised Officer

Signature:



Full name (Printed):

Maxwell Charles E/phink

Address:

115 Meade St Glen Innes NSW 2370

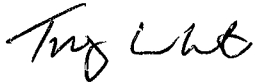
Position:

Managing Director

Authority:

Witness

Signature:



Full name (Printed):

TROY ROBERT WHITE

Address:

115 MEADEST GLEN INNES NSW 2370.

DATE:

9/09/2015

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

Margaret Potts

WITNESS

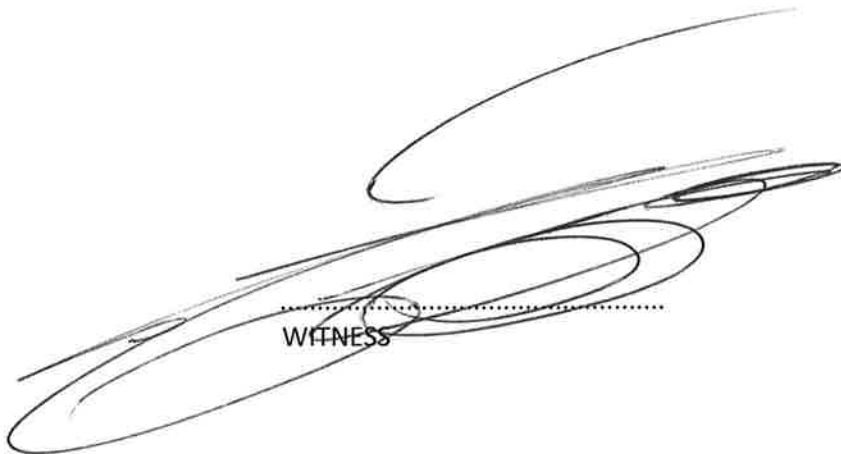
Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

Signed for and on behalf of the HSU New South Wales Branch, as a bargaining representative, by its duly authorised officer:



Gerard Hayes
Treasurer
HSU New South Wales Branch
Level 2, 109 Pitt Street
SYDNEY NSW 2000



WITNESS

A.J. Coquillon JP
(108215 NSW)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees, pursuant to a delegation, is in accordance with Rule 40 of the Rules of the Health Services Union.