



# DECISION

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

**Armest Pty Ltd T/A Miles Witt Partnership**  
(AG2022/2124)

## HERITAGE CARE NSW ENTERPRISE AGREEMENT 2021

Aged care industry

COMMISSIONER CIRKOVIC

MELBOURNE, 8 JULY 2022

*Application for approval of the Heritage Care NSW Enterprise Agreement 2021*

[1] An application has been made for approval of an enterprise agreement known as the *Heritage Care NSW Enterprise Agreement 2021 (the Agreement)*. The application was made pursuant to s.185 of the *Fair Work Act 2009 (the Act)*. It has been made by Armest Pty Ltd T/A Miles Witt Partnership. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in **Annexure A**. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 July 2022. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

Printed by authority of the Commonwealth Government Printer

<AE516596 PR743571>

## Annexure A



### IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2022/2124 – Heritage Care NSW Enterprise Agreement 2021

Applicant:

Armest Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

#### Undertakings- Section 190

I, Clare Neeson, Head of People and Culture of Heritage Care Pty Ltd give the following undertakings with respect to the Heritage Care NSW Enterprise Agreement 2021 ("the Agreement"):

I have the authority given to me by Heritage Care Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission.

1. That paragraph 3 of Agreement clause 12.2, will read " If an employee who is at least 18 years old does not give the period of notice required under clause 12.1(a), then the employer may, with the written authorisation of the employee, deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
2. That in addition to Agreement clause 6, this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."

A handwritten signature in blue ink, appearing to read "Clare", followed by a horizontal line.

( Signature)  
Clare Neeson  
21 June 2022

---

Suite 3, First Floor 1118-1121 High Street, Armadale, VIC, 3143  
(03) 03 9722 5870 | [hello@heritagecare.com.au](mailto:hello@heritagecare.com.au) | [www.heritagecare.com.au](http://www.heritagecare.com.au)

# Heritage Care NSW Enterprise Agreement 2021

---

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

|  |    |
|--|----|
| Part 1—Application and Operation .....   | 4  |
| 1. Title.....  | 4  |
| 2. Commencement and expiry .....   | 4  |
| 3. Definitions and interpretation.....   | 4  |
| 4. Coverage .....  | 5  |
| 5. Access to the Agreement and the National Employment Standards .....                                   | 5  |
| 6. The National Employment Standards and this Agreement .....  | 5  |
| 7. Agreement flexibility.....  | 5  |
| Part 2—Consultation and Dispute Resolution.....  | 7  |
| 8. Consultation regarding major workplace change .....   | 7  |
| 9. Dispute resolution.....   | 8  |
| 10. Staff Time Requirements, Additional Hours and Workload Management .....                              | 8  |
| Part 3—Types of Employment and Termination of Employment.....  | 10 |
| 11. Types of employment .....  | 10 |
| 12. Termination of employment .....  | 11 |
| 13. Redundancy .....   | 13 |
| Part 4—Minimum Wages and Related Matters.....  | 14 |
| 14. Classifications and translation from previous enterprise agreement classification<br>structure ..... | 14 |
| 15. Minimum wages and wage increases .....   | 15 |
| 16. Progression - Nurses .....   | 15 |
| 17. Recognition of Service and Experience (Nursing Classifications only) .....                           | 15 |
| 18. Regrading (Aged Care Classifications only).....  | 15 |
| 19. Allowances .....   | 16 |
| 20. Payment of Wages .....   | 19 |
| 21. Superannuation .....   | 20 |
| 22. Salary sacrifice to Superannuation fund.....   | 21 |
| Part 5—Hours of Work and Related Matters .....   | 22 |
| 23. Ordinary hours of work .....   | 22 |
| 24. Span of hours .....  | 22 |
| 25. Breaks between shifts .....  | 22 |
| 26. Rosters .....  | 23 |
| 27. Saturday and Sunday work .....   | 23 |
| 28. Breaks .....   | 23 |

|     |   |    |
|-----|---|----|
| 29. | Overtime .....  | 24 |
| 30. | Shiftwork .....   | 26 |
| 31. | Higher duties.....  | 27 |
| 32. | Accumulation and taking of accrued days off (ADOs) .....                                    | 27 |
| 33. | Annual Leave.....   | 28 |
| 34. | Public Holidays.....  | 30 |
| 35. | Ceremonial leave .....  | 31 |
| 36. | Personal/carer's leave .....  | 32 |
| 37. | Compassionate leave .....   | 33 |
| 38. | Long Service leave .....  | 33 |
| 39. | Community services leave.....   | 35 |
| 40. | Parental Leave .....  | 36 |
| 41. | Family and Domestic Violence Leave.....   | 38 |
|     | Part 7 - Other Matters .....  | 39 |
| 42. | Training and Education .....  | 39 |
| 43. | Attendance at Meetings, Fire Drills and First Aid Training.....                             | 39 |
| 44. | Union Representative Leave.....   | 40 |
| 45. | Amenities.....  | 40 |
| 46. | National Criminal History Check .....   | 40 |
| 47. | Police Check Status Change .....  | 41 |
| 48. | Influenza/COVID Vaccination .....   | 41 |
| 49. | Preventing and Responding to Workplace Bullying .....                                       | 42 |
| 50. | No Further Claims .....   | 42 |
|     | Schedule A - Nursing Classification Definitions.....  | 43 |
|     | Schedule B – Aged Care Classifications .....  | 54 |
|     | Schedule C – Wages – Permanent Hourly.....  | 59 |
|     | Schedule D - Allowances .....   | 60 |
|     | Schedule E - Additional Measures during the COVID-19 Pandemic .....                         | 61 |
|     | Schedule F – Translation: Hardi Aged Care Nurses Collective Agreement 2008 .....            | 63 |
|     | Schedule G – Translation: Except for Hardi Aged Care Nurses Collective Agreement 2008 ..... | 65 |

## Part 1—Application and Operation

### 1. Title

This Agreement is the Heritage Care NSW Enterprise Agreement 2021.

### 2. Commencement and expiry

This agreement will commence 7 days after the date of approval by the Fair Work Commission and will nominally expire on 30 June 2023.

### 3. Definitions and interpretation

#### 3.1 In this agreement, unless the contrary intention appears:

**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

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

**Employee** has the meaning in the Act

**Employer** has the meaning in the Act

**FWC** means the Fair Work Commission

**Immediate family** has the meaning in the NES as the following:

- a) A spouse, former spouse, de facto partner, child, parent, grandparent, grandchild or siblings of the employee
- b) A child, parent, grandparent, grandchild or sibling of a spouse, former spouse or de facto partner of the employee

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

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

#### 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:

- 4.1 Heritage Care Service Company Pty Ltd ( ABN 41 619 595 345 ) and its trading facilities in New South Wales;
- 4.2 NSWNMA, ANMF NSW Branch, and the Health Services Union NSW Branch.

This Agreement shall apply to the exclusion of all other federal or state Agreements or Awards that would otherwise apply to the work described in Schedule A and B of this Agreement.

This Agreement shall apply to all employees of the employer performing work within the classifications contained in this agreement and employed by the employer in New South Wales.

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

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

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

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

#### **7. Agreement flexibility**

- 7.1 Despite anything else in this Agreement, an employer and an individual employee may agree to vary the application of the terms of this Agreement relating to any of the following in order to meet the genuine needs of both the employee and the employer:
  - (a) arrangements for when work is performed; or
  - (b) overtime rates; or
  - (c) penalty rates; or
  - (d) allowances; or
  - (e) annual leave loading.
- 7.2 An agreement must be one that is genuinely made by the employer and the individual employee without coercion or duress.
- 7.3 An agreement may only be made after the individual employee has commenced employment with the employer.
- 7.4 An employer who wishes to initiate the making of an agreement must:
  - (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or reasonably should be aware that the



employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

- 7.5 An agreement must result in the employee being better off overall at the time the agreement is made than if the agreement had not been made.
- 7.6 An agreement must do all of the following:
- (a) state the names of the employer and the employee; and
  - (b) identify the Agreement term, or Agreement terms, the application of which is to be varied; and
  - (c) set out how the application of the Agreement term, or each Agreement term, is varied; and
  - (d) set out how the agreement results in the employee being better off overall at the time the agreement is made than if the agreement had not been made; and
  - (e) state the date the agreement is to start.
- 7.7 An agreement must be:
- (a) in writing; and
  - (b) signed by the employer and the employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- 7.8 Except as provided in clause 7.7(b), an agreement must not require the approval or consent of a person other than the employer and the employee.
- 7.9 The employer must keep the agreement as a time and wages record and give a copy to the employee.
- 7.10 The employer and the employee must genuinely agree, without duress or coercion to any variation of an Agreement provided for by an agreement.
- 7.11 An agreement may be terminated:
- (a) at any time, by written agreement between the employer and the employee; or
  - (b) by the employer or employee giving 13 weeks' written notice to the other party (reduced to 4 weeks if the agreement was entered into before the first full pay period starting on or after 4 December 2013).

Note: If an employer and employee agree to an arrangement that purports to be an individual flexibility arrangement under this Agreement term and the arrangement does not meet a requirement set out in s.144 then the employee or the employer may terminate the arrangement by giving written notice of not more than 28 days (see s.145 of the Act).

- 7.12 An agreement terminated as mentioned in clause 7.11(b) ceases to have effect at the end of the period of notice required under that clause.
- 7.13 The right to make an agreement under clause 7 is additional to, and does not affect, any other term of this Agreement that provides for an agreement between an employer and an individual employee.

## **Part 2—Consultation and Dispute Resolution**

### **8. Consultation regarding major workplace change**

#### **8.1 Employer to discuss change**

##### **(a) Employer to notify**

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 Unions.

(b) 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 loss of or reduction in 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.

(c) Where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

#### **8.2 Employer to discuss change**

(a) The employer must discuss with the employees affected and their recognised workplace representatives:

- (i) the introduction of the changes referred to in clause 8.1; and
- (ii) the effects the changes are likely to have on employees; and
- (iii) measures to avoid or reduce 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.

(b) 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 8.1.

(c) For the purposes of these discussions, the employer must provide in writing to the employees concerned and their workplace representatives, all relevant information about the changes including:

- (i) the nature of the changes proposed; and
- (ii) the expected effects of the changes on employees; and
- (iii) and any other matters likely to affect employees provided that no employer is required to disclose confidential information where the disclosure of this information would be contrary to the employer's interests.

(d) The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 8.2(a).

#### **8.3 Consultation about changes to rosters or hours of work**

(a) Where the employer proposes to change an employee's regular roster or ordinary hours

of work, the employer must consult with the employees affected and their representatives, if any, about the proposed change.

(b) The employer must:

- (i) 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);
  - (ii) 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
  - (iii) 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.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable hours.
- (d) The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

## **9. Dispute resolution**

- 9.1 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.
- 9.2 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.
- 9.3 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 9.4 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 9.1 have been taken, a party to the dispute may refer the dispute to the FWC.
- 9.5 Unless otherwise stated in this Agreement, the parties agree that the 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.
- 9.6 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.
- 9.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable occupational 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.

## **10. Staff Time Requirements, Additional Hours and Workload Management**

- 10.1 The parties are committed to delivering aged care services that align with industry best practice and that maintain safe systems of work for the benefit of all staff and residents, including

meeting any Government-mandated minimum staff time requirements. Wherever possible, existing employees will be offered any additional hours that may become available because of the minimum time requirements on a permanent basis to promote meaningful job security.

- 10.2 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- 10.3 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 still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion. The facility manager will respond within 48 hours.
  - (c) If a solution cannot be identified and implemented, the matter should be referred to the approved provider for further discussion. The approved provider will respond within a further 48 hours.
  - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
  - (e) If a matter remains unresolved after the discussions in accordance with 10.2(b) employees may seek representation in escalating to senior management.
- 10.4 Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents' needs;
  - (b) The demand of the environment such as facility layout;
  - (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
  - (d) The requirements of nurse regulatory legislation;
  - (e) Reasonable workloads;
  - (f) Accreditation standards;
  - (g) Budgetary considerations; and
  - (h) Occupancy.
- 10.5 If the issue is still unresolved, the employee/s may advance the matter through Clause 9-Dispute Resolution with the exception of referring to the FWC. Arbitration of workload management issues by the FWC may only occur by agreement of the employer and the relevant Union.

## **Part 3—Types of Employment and Termination of Employment**

### **11. Types of employment**

#### **11.1 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.

#### **11.2 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 23 (a) of this agreement.

#### **11.3 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) **Nurses:** Before commencing part-time employment, the employer and employee will agree in writing to the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) **Aged Care Employees:** Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (d) A part-time employee will be rostered to a minimum of three hours for each engagement.
- (e) The terms of the agreement in (b) may be varied by agreement and recorded in writing.
- (f) 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.
- (g) Notwithstanding the overtime provisions prescribed at Clause 29 of the Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 10 hours per day or 76 hours per fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time and on public holidays when overtime will be paid at the rate of double time and a half.
- (h) No part-time employee shall be directed to work in excess of their rostered ordinary hours.

#### 11.4 Annual review of part-time hours

- (a) At the written request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours, then the employee's ordinary 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, parental 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.

#### 11.5 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis in accordance with s.15A of the Act.
- (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 2 hours for each engagement.
- (d) Casual Nurses will be paid afternoon and night shift allowances calculated on the base rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay. Penalties paid for Saturdays, Sundays, public holidays and overtime will be compounded by the casual loading.
- (e) For Aged Care Employees, the casual loading shall not be compounded by any penalties contained within this Agreement except for overtime. With the exception of overtime, penalties shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added on to the penalty rate of pay. Penalties for overtime will be calculated on the loaded casual rate.

#### 11.6 Offers and requests for casual conversion

A casual employee who has been employed for 12 months or more and worked regularly for the last 6 months of that period will be offered conversion to permanent employment by the employer in accordance with sections 66B to 66M of the Act. Such employee may also request conversion to permanent employment. Offers and requests for conversion of casual employees to permanent employment under this clause will be made in accordance with the Act.

### 12. Termination of employment

#### 12.1 Notice of termination by the employer

- (a) At the time of termination the employer must provide the following periods of notice to all employees other than casual employees (excluding summary dismissal)

| 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

- (b) An employee over 45 years of age is entitled to 1 extra weeks' notice if the employee has completed at least 2 years of continuous service.
- (c) Casual employees are to be given notice to the end of their current shift worked.
- (d) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off shall be taken at times that are convenient to the employee after consultation with the employer.

## **12.2 Notice of termination by the employee**

Unless otherwise mutually agreed at the time of termination the employee must provide to the employer the same period of notice as listed in 12.1, except that there is no requirement on the employee to give the additional notice based on the age of the employee concerned.

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

If an employee who is at least 18 years old does not give the period of notice required under clause 12.1(a), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.

The Employer may, without notice, summarily dismiss an employee at any time for serious misconduct as defined in 1.07 of the *Fair Work Regulations 2009*. Payment is made up to the time of dismissal only.

To the extent permitted by the Act, any outstanding advances or other payments due to the Employer by the Employee will be deducted before payment of any amounts under this clause are made.

## **12.3 Payment of wages**

If the employer gives notice of termination to an employee, termination payments will be made by way of Electronic Funds Transfer no later than 7 days after the employee's employment terminates.

If an employee gives notice of termination to the employer, termination payments will be made by way of Electronic Funds Transfer in the next pay cycle immediately following the end of the termination pay period. In unforeseen circumstances however the employer will review the date the termination payment will be made.

The employer will give the employee a statement of service signed by the employer stating the period of employment and when the employment was terminated.

## **12.4 Abandonment of employment**

Where an employee is absent from work for a continuous period of more than two working days without consent of the employer, and without notification to the employer, the employer will attempt to contact the employee by telephone. If there is still no response then the employer will contact the employee in writing or by email. If after 5 days the employer has not received a satisfactory response, the employer will be entitled to inform the employee by

written correspondence that unless the employee provides a satisfactory explanation for his or her absence, the employee will be considered to have abandoned employment.

In that event, the employee will be provided with notice of termination in accordance with the Act.

### **13. Redundancy**

13.1 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.

### **13.2 Minimum payments**

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

| <b>Minimum Years of Service</b> | <b>Retrenchment Pay</b> |
|---------------------------------|-------------------------|
| 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:

| <b>Minimum Years of Service</b> | <b>Retrenchment Pay</b> |
|---------------------------------|-------------------------|
| 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) any other entitlements.



### **13.3 Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties because of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated.
- (b) If the employer transfers the employee to the new duties without giving notice of transfer, or before the expiry of a notice of transfer, the employer must pay the employee the 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. 'Ordinary rate of pay' is inclusive of all purpose allowances, shift rates and penalty rates applicable or ordinary hours.

### **13.4 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 period, but is not entitled to any payment in lieu of any remaining notice remaining after the employee ceased to be employed.

### **13.5 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.

## **Part 4—Minimum Wages and Related Matters**

### **14. Classifications and translation from previous enterprise agreement classification structure**

- 14.1. Nursing classification definitions are set out in Schedule A—Classification Definitions.
- 14.2 Aged Care classification definitions are set out in Schedule B —Classification Definitions.
- 14.3 The Employer must advise its new employees in writing of their classification upon commencement and of any subsequent changes to their classification.
- 14.4 Translation of classifications for existing employees from previous enterprise agreements is outlined at Schedules F and G.
- 14.5 Following their translation to the appropriate classification as per Schedule F, in addition to the pay increases and timing outlined at clause 15.1, employees previously employed under the Hardi Aged Care Group NSW Nurses' Association/ANF Nursing Staff Collective Agreement 2008 as at those dates, whose previous rates of pay were below those paid to equivalent classifications in other Heritage Care NSW facilities, will receive an additional increase so as to ensure alignment with the rates of pay set out in Schedule C.

## **15. Minimum wages and wage increases**

- 15.1 Wages will increase by 1.5% from the first full pay period after 1 July 2021 and by a further 1.5% from the first full pay period after 1 July 2022.
- 15.2 If the rate of pay for any classification falls below the comparable Modern Award rate, the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.

## **16. Progression - Nurses**

For the purpose of yearly progression to the next paypoint within a level (where such paypoints exist) a full-time nurse will progress to the next pay point by annual movement, or in the case of a casual or part time employee after completing 1786 hours of experience.

## **17. Recognition of Service and Experience (Nursing Classifications only)**

- 17.1 From the time of commencement of employment an employee has two months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- 17.2 Until such time as the employee furnishes any such documentation outlined in Clause 17.1 the employer shall pay the employee at the level for which evidence of relevant service or experience has been provided.
- 17.3 If within two months of commencing employment an employee does provide documentary evidence of other previous relevant service or/and experience the employer shall pay the employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided.
- 17.4 If the employee provides documentary evidence of other previous relevant service and/or experience after two months from commencement the employer shall pay the employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back dated to the time of commencement.

## **18. Regrading (Aged Care Classifications only)**

- 18.1 Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the employee may apply to have their position reclassified to the higher classification.
- 18.2 An application for re-grading by an employee must be made in writing.
- 18.3 The employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 18.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 18.5 Factors with a bearing on the decision may include whether the changes:
  - (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or

- (b) are permanent or temporary.

## **19. Allowances**

The following allowances do not apply to employees classified at Registered Nurse levels 4 or 5.

The following allowances will increase from the date of approval in line with percentage wage increases, provided that at the date of a successful ballot the allowances at clauses 19.1 and 19.2 will be adjusted in line with their Nurses Award 2020 equivalents as at 30 June 2022 and then be utilised as the base for the percentage increases set out at clause 15.1.

The allowance rates are set out in Schedule D.

### **19.1 Overtime 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 as outlined in Schedule D, in addition to any overtime payment, at the following rates:
  - (i) \$13.78 when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
  - (ii) provided that where such overtime work completed by a nursing employee exceeds four hours a further meal allowance of \$12.42 will be paid.
- (b) Clause 19.1(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

### **19.2 On-call allowance (Nursing Classifications only)**

- (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 of \$23.03
  - (ii) between rostered shifts or ordinary hours on a Saturday the amount of \$34.70.
  - (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 of \$43.34.
- (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

### **19.3 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 an allowance of \$0.92 per kilometre.
- (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 of \$0.92 when the employee uses a vehicle in those circumstances.

- (d) Provided further that the employee will not be entitled to reimbursement for expenses referred to in Clause 19.3(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

#### 19.4 **In-charge allowance (Nursing classifications only)**

- (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 their salary, whilst so in charge, a per shift allowance of \$39.16.
- (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 their salary, a per shift allowance of \$24.29.
- (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse Level 1.

#### 19.5 **Medication allowance (Assistant in Nursing classifications only)**

A Medication Allowance of \$0.86 is paid per hour for the duration of the shift and is payable to an experienced AIN who:

- (a) is required by the employer to administer medication; and
- (b) has completed medication training; and
- (c) who is a holder of a Certificate III or Certificate IV.

#### 19.6 **Leading hand allowance (Aged Care classifications only)**

This clause does not apply to Aged Care employee Level 6 and 7 positions on the basis that supervision is part of the classification definition. A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

A leading hand will be paid a weekly allowance as set out below:

##### **Leading hand in charge of:**

- |     |                      |         |
|-----|----------------------|---------|
| (a) | 2-5 other employees  | \$23.87 |
| (b) | 6-10 other employees | \$34.06 |
| (c) | 11-15 other employee | \$43.02 |
| (d) | 16+ other employees  | \$52.58 |

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 in the same proportion as the average hours worked each week bears to 38 ordinary hours.

#### 19.7 **Clothing and Equipment (Excluding Nursing Classifications)**

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance of \$1.49 per shift or part thereof,

or as a weekly rate of \$7.56 – an employee is to be paid whichever is the lesser amount. Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.39 per shift or part thereof or as a weekly payment of \$1.81 – an employee is to be paid whichever is the lesser amount.

- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (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.

#### **19.8 Clothing and Equipment (Nursing Classifications)**

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms, shoes, a cardigan or jacket, socks and stockings appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance of \$14.58 per week.
- (c) 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 of \$5.45.-
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.
- (e) 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.

#### **19.9 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 a weekly allowance of \$20.39.
- (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 a weekly allowance of \$34.01.
- (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 a weekly allowance of \$40.78.
- (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 a weekly allowance of \$13.58.
- (k) The allowances set out in this subclause 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.

#### **19.10 Tool Allowance (Aged Care Employees)**

A weekly tool allowance of \$13.07 will be paid to chefs and cooks for the supply and maintenance of tools where such tools are not provided by the employer.

## **20. Payment of Wages**

### **20.1 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 no later than 7 days after the employee's employment terminates.
- (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.
- (e) Where a Public Holiday day falls on a pay day the employer will, where practicable,

make payment on the day prior to the Public Holiday day and will notify employees of this change.

## **20.2 Pay Slips**

- (a) In accordance with the Act each employee will be provided a payslip each pay day which provides the employees hours worked and accrued entitlements. This will include but is not limited to:
  - (i) the employee's classification and rate of pay;
  - (ii) ordinary and overtime hours worked;
  - (iii) any penalty rates payable;
  - (iv) annual leave;
  - (v) long service leave;
  - (vi) accrued days off;
  - (vii) time off in lieu;
- (b) Employees have the right to request their current leave balances at any time.

## **20.3 Underpayment of Wages**

- (a) Where an employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the employer.
- (b) The employer, upon agreement with the identified error, will rectify the error as soon as practicable and wherever possible within 24 hours of the error being agreed.

## **20.4 Overpayment of Wages**

- (a) Where the employee has been overpaid all or part of their pay on any occasion they, or the employer, should raise the error immediately.
- (b) Where an alleged overpayment has been brought to the attention of the employee, details setting out the alleged overpayment will be given to the employee in writing. The employee, will have the right to seek advice from their representative(s) on the alleged overpayment.
- (c) Where an alleged overpayment has been substantiated and the employee has been given a reasonable opportunity to seek advice from their representative(s) a repayment arrangement may be agreed to and authorised by the employee in writing. The employer will favourably consider proposals for gradual repayment arrangements where the employee provides evidence of personal and/or financial hardship.

## **21. Superannuation**

### **21.1 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 have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, HESTA applies.

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

## **21.2 Employer contributions**

An employer must make such superannuation contributions to an approved superannuation fund for the benefit of an employee. The payment for all employees shall be in accordance with the superannuation guarantee.

## **21.3 Voluntary employee contributions**

- (a) 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 21.2.
- (b) 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.
- (c) The employer must pay the amount authorised under clauses 21.3(a) or 21.3(b) no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3(a) or 21.3(b) was made.

## **21.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer makes the superannuation contributions provided for in clause 21.2 to a superannuation fund that is chosen by the employee, the employer will make the superannuation contributions provided for in clause 21.2 to the default fund Health Employees Superannuation Trust of Australia (HESTA).

## **22. Salary sacrifice to Superannuation fund**

- 22.1 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.
- 22.2 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.
- 22.3 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.
- 22.4 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.
- 22.5 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.
- 22.6 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**

### **23. Ordinary hours of work**

- 23.1 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:
- (a) in a period of 28 calendar days of not more than 20 work days in roster cycle;
  - (b) 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);
- 23.2 The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- 23.3 The ordinary hours of work will not exceed 10 hours on any day.
- 23.4 Each employee must 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, or otherwise mutually agreed, such days off must be consecutive
- 23.5 Except for those worked in accordance with clause 23.6, the hours of work on any day will be continuous except for meal breaks.
- 23.6 For the purposes of clauses 23.4 and 23.5, duty includes time an employee is on-call.
- 23.7 There will be no broken shifts, however an employee who has worked a rostered shift on one day may elect to return to work later on in that day to work a shift that has become available due to illness or an emergency. Where total hours worked on that day exceed 10 hours overtime provisions will apply.
- 23.8 To avoid doubt, an employee will not be required to work more than one shift in each 24 hour period, except if the employee elects to do so under clause 23.7 or in the regular changeover of shifts.

### **24. Span of hours**

- 24.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 24.2 A shiftworker as defined 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 24.1.

### **25. Breaks between shifts**

- 25.1 An employee will be allowed a rest break of 10 (ten) hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.
- 25.2 By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours.
- 25.3 Where, on the instruction of the employer, an employee resumes or continues to work without having had at least a 10 hour break off duty (or 8 hours as agreed under clause 25.2), they will be paid at the rates of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period

## **26. Rosters**

- 26.1 Employees will work in accordance with a fortnightly roster fixed by the employer.
- 26.2 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 before the commencement of the roster period.
- 26.3 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.
- 26.4 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 by mutual agreement or 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, an alternative day off will be taken at a mutually arranged time.
- 26.5 Clause 26.4 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.

## **27. Saturday and Sunday work**

- 27.1 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.
- 27.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- 27.3 Casual employees will be paid in accordance with clause 11.5.
- 27.4 These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 29 – Shiftwork.

## **28. Breaks**

### **28.1 Meal breaks**

- (a) An employee who works in excess of 5 hours will be entitled to an unpaid meal break of 30 to 60 minutes. Such meal break will be taken between the 4<sup>th</sup> and the 6<sup>th</sup> hour after beginning work, where reasonably practicable. Provided that, by agreement of an individual employee, an employee who works shifts of 6 hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the employer to remain available during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

## 28.2 Tea breaks

- (a) Two separate 10 minute tea breaks ( in addition to meal breaks ) will be allowed to each employee on duty during each ordinary rostered shift of 8 hours ( inclusive of meal breaks ).
- (b) Where less than 8 ordinary hours are rostered ( inclusive of meal breaks ), employees will be allowed one 10 minute tea break in each four hour period.
- (c) Subject to agreement between the employer and employee and where an employee is entitled to two such breaks in any shift, such breaks may alternatively be taken as one 20 minute tea break.
- (d) Tea breaks will count as time worked.

## 29. Overtime

### 29.1. Overtime penalty rates – full time

- (a) All overtime must be approved prior to it being worked when an employee works in excess of 10 hours per day, or 38 hours per week or 76 hours per fortnight depending on the pay period. Payment of such overtime penalties shall be based on the hourly rate (1/38<sup>th</sup>). Hours worked in excess of 38 ordinary hours in any week prescribed in clause 23—Ordinary hours of work, are to be paid as follows:
  - (i) Monday to Friday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Saturday and Sunday—double time;
  - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 29.1(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 27-Saturday and Sunday work and clause 30-Shiftwork.

### 29.2. Part time and casual employees

- (a) Subject to clause 29.1(a)(i),(ii),(iii) all time worked by part-time and casual employees in excess of 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 Saturday and Sundays where 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) **Part Time Nurses:**  
All time worked by part-time employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in clause 29.1(a).
- (c) **Part Time Aged Care Employees:**  
All time worked by a part-time employee which exceeds 10 hours per day, will be paid as prescribed in clause 29.1(a). All time worked in excess of a part-time employee's rostered hours on any one day (unless an agreement has been entered into under clause 11.3(g)), will be overtime and paid as prescribed in clause 29.1(a).
- (d) **Casual Nurses and Aged Care Employees:**

All time worked in excess of 10 hours per day will be overtime and subject to payment in accordance with clause 29.1(a).

**29.3. Time off instead of payment for overtime**

This clause does not apply to RN levels 4 and 5.

By mutual agreement, a full-time or part-time employee may be compensated by way of time off instead of payment of overtime on the following basis:

- (a) Time off instead of overtime must be pre approved by the Facility Manager.
- (b) Time off instead of payment for overtime must be taken equivalent to the overtime payment that would have been made (as per clause 29.1(a)) within three months of it being accrued, at a mutually agreed time between the employee and the employer, taking into consideration the operational needs of the business.
- (c) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (d) When an employee requests that any agreed time off in lieu be instead paid out, the employer will pay the equivalent overtime payment in the pay period after the request was made.
- (e) An employee cannot be compelled to take time off instead of overtime.
- (f) Upon termination, any outstanding amounts of time off in lieu must be paid out at the relevant overtime rate.

**29.4. Rest period after overtime**

- (a) Subject to clause 29 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) Subject to clause 29 an employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 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 absence.
- (c) Subject to clause 29 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.

**29.5. 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.

**29.6. Recall to work when on call – Nurses only**

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.

#### **29.7. 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 4 hours if the work for which the employee was recalled is completed within a shorter period.

#### **29.8. Recall to work – transport cost**

Where an employee is recalled to work overtime, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

### **30. Shiftwork**

#### **30.1 Nurses**

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
  - (i) Afternoon shift means any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and
  - (ii) Night shift means any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

#### **30.2 Aged Care Employees**

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

- (a) Afternoon shift commencing at or after 10.00 am and before 1.00 pm—10% of the ordinary hourly rate
- (b) Afternoon shift commencing at or after 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate
- (c) Night shift commencing at or after 4.00 pm and before 4.00 am—15% of the ordinary hourly rate

- (d) Night shift commencing at or after 4.00 am and before 6.00 am—10% of the ordinary hourly rate
- 30.3 The percentage which is quoted shall be the amount which is payable for each shift in addition to the employee's ordinary time wage rate.
- 30.4 The shift penalties prescribed in this clause will not apply to Shiftwork performed by an employee on Saturday, Sunday or public holiday.
- 30.5 The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

### **31. Higher duties**

#### **31.1 Nursing classifications only**

An employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed for 3 days or more will be paid at the higher classification rate.

Higher duties allowance does not apply to Registered Nurse relieving in either a Level 4 or Level 5 position for less than two weeks.

#### **31.2 Aged Care employees only**

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 the time so worked for two hours or less; or a full day or shift where the time so worked exceeds two hours.

### **32. Accumulation and taking of accrued days off (ADOs)**

#### **32.1 This clause will only apply to full-time employees.**

- (a) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in Clause 23, ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (b) With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- (c) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (d) 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.
- (e) Wherever possible ADOs will be consecutive with rostered days off prescribed in Clause 23.
- (f) Once set, ADOs may not be changed, except in accordance with Clause 26 Rosters.
- (g) ADOs will not be rostered on public holidays

#### **32.2 Cashing out of ADOs.**

- (a) ADOs credited to an employee may be cashed out, subject to the following conditions:

- Each cashing out of a particular amount of ADOs must be by a separate agreement in writing between the employer and the employee; and
- The employee must be paid at least the full amount that would have been payable to the employee had the employee had the ADO cashed out on termination.

### **33. Annual Leave**

Annual leave is provided for in the NES. This clause contains additional provisions.

#### **33.1 Quantum of annual leave**

##### **(a) Nurses**

- (i) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (ii) A shiftworker, for the purposes of the additional week's annual leave provided by the NES, is an employee who: '
  - is regularly rostered over 7 days of the week; and
  - regularly works on weekends.
- (iii) To avoid any doubt, this means that a nurse who is not a shiftworker for the purposes of clause 32.1(a)(ii) above is entitled to 5 weeks of paid annual leave for each year of service with their employer, and a nurse who is a shiftworker for the purposes of clause 32.1(a)(ii) above is entitled to 6 weeks of paid annual leave for each year of service with their employer.

##### **(b) Aged Care Employees**

- (i) For the purposes of the NES a shiftworker is defined as:
  - (A) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 24.1(a); and/or
  - (B) an employee who works for more than four ordinary hours on 10 or more weekends.
- (ii) For the purpose of the clause 32.1(b)(i), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (iii) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 32.1(b)(i) above is entitled to 4 weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 32.1(b)(i) above is entitled to 5 weeks of paid annual leave for each year of service with their employer.

#### **33.2 Excessive annual leave**

- (a) An employee has an excessive leave accrual if the employee has accrued more than 2 years' accruals of paid annual leave, that is 8 weeks or 10 weeks if an Aged Care

Employee or 10 weeks or 12 weeks if a Nurse.

- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If an employer has genuinely tried to reach agreement with an employee under clause 32.2(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (d) However, a direction by the employer is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account;
- (e) The direction must not require the employee to take any period of paid annual leave of less than one week; must not require the employee to take a period of paid annual leave beginning in less than 8 weeks, or more than 12 months, after the direction is given; and must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (f) Subject to the conditions outlined in the sub-clauses (d) and (e), and employee with excessive leave may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (g) The employer must grant paid annual leave requested by a notice under clause 32.2(f).

### **33.3 Payment for annual leave**

- (a) 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.
- (b) At the election of the employee, such payment will be made in accordance with the usual pay cycle.

### **33.4 Cashing out of annual leave**

Annual leave credited to an employee may be cashed out, subject to the following conditions:

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
- (b) 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
- (c) 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.

### **33.5 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.
- (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, and at the time of the termination the employee has not been given and not taken the whole of an annual leave period to which the employee became entitled, the employee will be paid their leave loading entitlement for the period not taken.

### **33.6 Payment of annual leave on termination**

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

## **34. Public Holidays**

Public holidays are provided for in the NES. This clause contains additional provisions.

### **34.1 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 base 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.
- (b) The election in Clause 33.1(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;
  - (ii) Australia Day;
  - (iii) Good Friday;
  - (iv) Easter Saturday;
  - (v) Easter Sunday;
  - (vi) Easter Monday;
  - (vii) Anzac Day;
  - (viii) Queen's Birthday;
  - (ix) Labour Day;

- (x) Christmas Day;
- (xi) Boxing Day
- (xii) Any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally with the State or Territory, or a region of the State or Territory, as a public holiday.

If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 33.1(d), then the substituted day or part-day is the public holiday.

#### **34.2 Extra Public Holiday**

In addition to those eleven named public holidays specified in subclause 42.2(d), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:

- (e) On the day on which the August Bank Holiday is observed; or
- (f) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year; or
- (g) On a day, nominated by the employer before 1 July of each calendar year, on which this extra public holiday will be observed.

At least two months' notice of the nominated date will be provided to employees.

#### **34.3 Public holiday substitution**

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

#### **34.4 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 to Friday employees.

#### **34.5 Part-time employees**

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

An employee who is 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.

### **36. Personal/carer's leave**

36.1 An employee is entitled to 10 days of paid personal/carers' leave for each year of service. All other provisions regarding personal/carers' leave are provided for in the NES.

36.2 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.

#### **36.3 Personal/Carer's leave notification and evidence requirements:**

- (a) To be entitled to leave under Clause 35 an employee must give the employer notice of the period, or expected period of the leave:
  - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment.
- (b) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) Employees will be required to provide evidence in accordance with clause 35.3(b) for personal leave occurrences of 2 consecutive days or more.
- (d) To be entitled to carer's leave during the period the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to a member of the employee's immediate family or household because of personal illness, or injury, or an unexpected emergency; or
  - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

#### **36.4 Payment of paid personal/carers' leave**

Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

### **37. Compassionate leave**

37.1 An employee is entitled to a period of 2 days of paid compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family or a member of the employee's household:

- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.
- (d) The same entitlement applies when:
  - (i) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
  - (ii) the employee, or the employee's spouse or de facto partner ( but not former spouse or former de facto partner ) has a miscarriage.

37.2 An employer may require evidence that would satisfy a reasonable person that leave taken under this clause was taken in circumstances specified under 36.1(a), (b), (c) or (d).

37.3 An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take the compassionate leave as:

- (a) a single, unbroken period of 2 days, or
- (b) 2 separate periods of 1 day each; or
- (c) Any separate periods to which the employee and employer agree.

37.4 An employee who is entitled to a period of compassionate leave because a member of the employee's immediate family or a member of the employee's household has contracted or developed a personal illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.

37.5 If an employee takes compassionate leave during a period, the employer must pay the employee for that period the amount the employee would reasonably have expected to be paid by the employer if the employee had worked during that period.

37.6 Individual employees may discuss their particular circumstances with the employer in respect of the availability of any further leave.

### **38. Long Service leave**

#### **38.1 Relationship to the Long Service Leave Act 1955 (NSW)**

- (a) 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).

- (b) Where this clause provides entitlements that are more beneficial than the Long Service Leave Act 1955 (NSW) this clause shall apply.
- (c) Where this clause is silent the provisions of the Long Service Leave Act 1955 (NSW) shall apply.

#### **38.2 Quantum of Long Service Leave (Nursing Classifications)**

- (a) Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the service of an Employee with at least five years' service terminates, for reasons other than serious misconduct, or where the Employee terminates their employment on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the Employee, the Employee shall be entitled to long service leave as follows:
  - (i) For the first five years' service – one month.
  - (ii) For the next five years' to ten years' service – a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.
  - (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 weeks' pay.

#### **38.3 Quantum of Long Service Leave (Aged Care Classifications )**

- (a) Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after fifteen 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 services of an Employee with at least five years' service are terminated, for reasons other than serious misconduct, the Employee shall be entitled for five years' service to one month's long service leave on full pay and for service after five years to a proportionate amount of such leave on full pay calculated on the basis of three months long service leave for 15 years' service.

#### **38.4 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 Employer and Employee may agree that the Employee 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 have been broken by:
    - Absence of an Employee from the facility while a member of the Defence Forces of the Commonwealth in time of war; or
    - Any period of absence on leave without pay not exceeding six months.
  - (iii) One month equals four and one-third weeks.

38.5 Subject to clauses 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 services leave**

39.1 Community services leave is provided for in the NES.

39.2 In addition, emergency services leave may be granted to enable employees to attend a

community service emergency during their ordinary working hours. This applies only to activities which are not regarded as part of the employee's work at Heritage Care and which are not covered by other forms of leave.

- (a) Employees who are members of voluntary emergency management organisations are required to provide evidence of their membership prior to being eligible to access this as paid leave.
- (b) As soon as practicable, employees must provide a standard leave form to their manager detailing their attendance at an emergency together with proof of their requirement to attend and the length of absence.
- (c) Employees shall be paid at ordinary time rates and for ordinary working time only, up to a maximum of 2 days per annum.
- (d) Employees who require periods of absence from the workplace longer than 2 days shall not be unreasonably refused such a request, however it shall be taken as unpaid leave and must take into consideration the operational needs of the business

#### **40. Parental Leave**

40.1 Parental leave is provided for in the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act) with this clause identifying some of those provisions.

40.2 An employee is entitled to 12 months of unpaid parental leave if:

- (a) The leave is associated with:
  - (i) The birth of a child of the employee or employee's spouse or de-facto partner; or
  - (ii) The placement of a child with the employee for adoption;
  - (iii) The employee has or will have a responsibility for the care of the child.

40.3 To be entitled to parental leave the employee must have completed at least 12 months continuous service with the employer prior to:

- (a) the date of birth or expected date of birth; or
- (b) day of placement or expected day of placement of the child.

#### **40.4 Paid Parental Leave**

- (a) In addition to unpaid parental leave available to eligible employees under the Act, full-time and part time employees may claim paid parental leave at their base rate of pay as provided for at 39.4(d), from the date the parental leave commences in the following circumstances:
  - (i) where there is compliance with the documentation requirements to the extent to which they apply; and

- (ii) immediately before the expected date of birth of the child, the employee has, or will have, completed at least 24 months of continuous service with the employer, and
  - (iii) where the employee will be the primary care giver for the child.
- (b) With regards to the first and subsequent claims for employer paid parental leave the following conditions apply:
  - (i) first claim: where eligible for unpaid parental leave; and
  - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed a further six (6) months' of continuous service prior to each claim.
- (c) Payment of employer paid parental leave is calculated on the employee's weekly base rate of pay based on the average ordinary hours worked by the employee in the twelve (12) month period immediately preceding the commencement of parental leave.
- (d) Eligible full-time and part time employees are entitled to apply for paid parental leave as provided below:
  - (i) Primary Care Giver Leave - four (4) weeks employer top up pay for the Primary Care Giver. Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or
  - (ii) Partner Leave - two (2) weeks employer top up pay in any one year which must commence within four weeks of the birth or placement date of the child.
- (e) With regards to employer paid parental leave the following applies:
  - (i) The employer will pay "top up pay" at the employees' weekly base rate of pay. "Top up pay" is the difference between the employee's base rate of pay and the amount provided by a Government Paid Parental Leave Scheme.
  - (ii) The employee is required to notify the employer that they have applied for the Government Paid Parental Leave Scheme.
  - (iii) Where an employee meets the requirements of Clause 40.4(a) but is not eligible for Government Paid Parental Leave, the employer will provide an amount to the employee, limited to what the employee would have received from the employer should have they been eligible to Government Paid Parental Leave.
- (f) It is agreed between the parties that it is the intention of this clause to only provide a paid parental leave entitlement based on topping up a government paid parental leave scheme up to a maximum of the employee's average base weekly wage.
- (g) For employee couples of the employer, it is agreed that the intention of this clause is that the benefit will apply to only one person during each eligible period of paid parental leave.

#### 40.5 Intention and Operation of the Subclause



(a) The parties to this agreement agree:

- (i) Subclause 40.4 was developed and agreed by the parties based on the provisions detailed in the Paid Parental Leave Act 2010 as at the date the Agreement was made.
- (ii) Subclause 40.4 has been drafted with the intention to provide an employee with a paid parental leave entitlement equal to their average weekly rate of pay for the period detailed in subclause 39.4, with the employer limited to pay the difference between the National Minimum Wage and the employee's average weekly wage.
- (iii) If throughout the term of this Agreement changes to the Paid Parental Leave Act 2010 impact the intention and operation of this subclause the parties to this Agreement agree to meet and discuss the impact of changes to the application of subclause 40.4.

## **41. Family and Domestic Violence Leave**

### **41.1 Clause Objective**

The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work.

The employer seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

### **41.2 Definition of Family Violence**

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

### **41.3 General Measures**

Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.

### **41.4 Paid Family and Domestic Violence Leave**

An employee (other than a casual) directly experiencing family violence will have access to three (3) days paid leave per year, non cumulative, for medical appointments, legal proceedings and other activities related to family violence. These three (3) days are in addition to other paid leave entitlements detailed in this Agreement and are paid at the employee's base rate of pay for the hours they would have worked on that day. Should those 3 days be exhausted, the employee may access accruals of paid personal/carers leave.

### **41.5 Evidence**

An Employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.

### **41.6 Personal information**

All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.

## **Part 7 - Other Matters**

### **42. Training and Education**

- 42.1 An employer may make in-service training available to all employees to assist those employees to maintain professional registration or endorsement and skill development.
- 42.2 Each employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.
- 42.3 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.
- 42.4 An employer will provide to an employee, who is employed in a nurse classification, on the termination of their employment, a written statement of the hours of in-service training attended by the employee.
- 42.5 Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
- (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
  - (b) An employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
  - (c) Notwithstanding Clause 37 Overtime, attendance at such training shall be paid at the applicable rates for the time worked.
  - (d) For example, Saturday penalty rates will apply if the work is required to be performed on a Saturday.
  - (e) 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.
- 42.6 The employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

### **43. Attendance at Meetings, Fire Drills and First Aid Training**

#### **43.1 Fire Drills**

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) will be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

#### **43.2 Work Health and Safety Committee and/or Board of Management Meetings**

Any employee required to attend Work Health and Safety Committee 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. Union Representative Leave**

- 44.1 The employer recognises the right of all employees to join a union, to access union representation and to participate collectively in workplace issues.
- 44.2 The employer will recognise union representative(s) upon written notification from each of the union/s.
- 44.3 Union representative(s) will be released from work to attend union business in accordance with the following:
- 44.4 up to a maximum of three (3) days per calendar year (1 January to 31 December) per facility for no more than 2 union representatives each for the totality of all applications of trade union, union representative training leave, attendance at union conferences, meetings and courses provided that:
- (a) the courses are directed to the enhancement of a more productive, aware and harmonious workplace environment;
  - (b) at least four (4) weeks' notice is provided to the employer;
  - (c) the approval of leave must have regard to the operational requirements of the employer;
  - (d) the union representative provides evidence of attendance to the employer when requested; and
  - (e) subject to operational requirements an employer shall not unreasonably refuse such a request.
- 44.5 A union representative may access accrued paid leave or unpaid leave for the purpose of attending union training, meetings, conference and courses as detailed in this clause.

#### **45. Amenities**

- 45.1 The minimum standards as set out in all relevant legislation shall be met in the provision of amenities to employees.
- 45.2 Such amenities may include:
- (a) employee designated toilets and access to showers;
  - (b) lockers;
  - (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining;
  - (d) utensils; and
  - (e) sanitary conveniences.
- 45.3 This clause does not create legal rights or obligations in addition to those imposed on the parties by the relevant legislation.

#### **46. National Criminal History Check**

It is a requirement of employment that employees covered by this Agreement obtain and retain a current National Criminal History Check, known as a Police Check.

#### **46.1 Police Check**

- (a) All new or prospective employees are required to provide a current and satisfactory Police Check at their own expense.
- (b) All employees, except as provided at 54.1(c) are required to renew their Police Check at their own expense.
- (c) With regards to a full-time employee with over 2.5 year's service with the employer:
  - (i) the employer agrees to pay the cost of the renewal of an employee's Police Check who is required to renew a Police Check due to the upcoming expiry of a current check, or 41
  - (ii) if agreed with the employer prior to obtaining the renewed Police Check, reimburse an employee the cost of a Police Check renewal. Reimbursement is condition upon submitting a receipt or evidence satisfactory to the employer of the payment.
- (d) In accordance with obligations contained in the Aged Care Act 1997, and as set out under Clause 14 Suspension, where an employee does not maintain a current and satisfactory Police Check, they will be stood down without pay until such time as the Police Check is provided to the Employer.
- (e) Where an employee has an accrued annual leave entitlement they may request to take annual leave during the period of the period they are unable to be rostered subject to the approval of the employer.
- (f) Failure to provide and maintain a current Police Check may result in disciplinary action, up to and including dismissal.

#### **47. Police Check Status Change**

- 47.1 If an employee's Police Check status changes, or may change (subject to the completion of legal proceedings) prior to the expiry of the existing Police Check, the employee is required to advise the employer of the circumstances and potential status change.
- 47.2 Where a Police Check is requested by the employer, or submitted by an employee, between Police Checks as a result of a status check change, or potential status check change, the employee is liable for the cost of that Police Check.
- 47.3 Upon notification of a Police Check status change the employer will decide whether the change, or potential change, impacts the employee's capability and right to work and discuss the impact of that status change with the employee.
- 47.4 The employer is under no obligation to provide alternative employment to an employee who can no longer perform their duties because they do not have a satisfactory Police Check.

#### **48. Influenza/COVID Vaccination**

- 48.1 Where an employer provides employees with access to influenza/COVID vaccinations on an annual basis at the workplace, or an alternative site nominated by the employer, the employer will pay for the cost associated with the influenza/COVID vaccine.
- 48.2 An employer may agree for an employee to make private arrangements to get the influenza/COVID vaccination. Where the employer agrees to private arrangements, they will reimburse the employee, limited to the cost of the influenza/COVID vaccine and only upon receipt of evidence of purchase of the vaccine, once in a twelve month period. Where there is no agreement for private arrangement reimbursement, the employer is not obligated to reimburse the employee.

- 48.3 The inclusion of this clause does not create a new obligation for the employer to offer an influenza/COVID vaccine, nor does it create an obligation on an employee to receive or get the influenza/COVID vaccine. This clause also does not require an employer to maintain offering the influenza/COVID vaccine, or reimbursement of the vaccination cost, should they elect at anytime throughout the operation of this agreement to discontinue offering the influenza/COVID vaccination.

#### **49. Preventing and Responding to Workplace Bullying**

- 49.1 The employer and employees are committed to a safe and healthy work environment that is free from harassment, discrimination and/or bullying
- 49.2 This means that the employer will take reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours in the workplace and employees will not engage in bullying, discriminatory or harassing conduct, and will notify the employer of anyone engaging in such conduct.
- 49.3 Any reports of harassment, discrimination or bullying will be treated seriously and confidentially.
- 49.4 Reasonable steps will be taken to investigate and resolve any report of harassment, discrimination or bullying behaviours in the workplace. Employees acknowledge their obligation under this clause extends to participating in employer investigations of workplace bullying, harassment and discrimination and maintaining confidentiality of such investigations.
- 49.5 Employee/s who have been found to have engaged in such conduct face disciplinary action up to and including the termination of their employment.

#### **50. No Further Claims**

- 50.1 The parties bound by this agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 50.2 Subject to an employer meeting its obligations to consult arising under this Agreement or a contract of employment, 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.

## 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 at the specified hours in Clause 16, having regard to the acquisition and use of skill described in the definitions contained in Schedule A — Classification Definitions and knowledge gained through experience in the practice settings over such a period.

#### A.1 Assistant in Nursing

**Assistant in Nursing** means an employee who works under direct or indirect Supervision of a named and accessible Registered Nurse or an Enrolled Nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

An employee at this level is required to:

- demonstrate an understanding of standards required in the aged care industry;
- demonstrate an understanding of, and complies with, the National Code of Conduct for Healthcare Workers.
- Possess a Cert III or equivalent in an appropriate field of study ( eg aged care, individual support )
  - exercise discretion and judgement within their level of skill and training;
  - assist employees to undertake structured training.

Indicative tasks/skills of this level, may include but not be limited to:

- (a) input into resident/client needs, and care outcomes, based on observation to assist the registered nurse to assess, plan and evaluate care for individual, and groups of, residents/clients.;
- (b) input into documentation using a variety of flow charts;
- (c) Input into orientation of staff as delegated by the registered nurse;
- (d) Data collection as required within skills, training and assessed competence;
- (e) Assist in delivery of nursing care under direct or indirect Supervision of a named and accessible Registered nurse.

#### A.2 Assistant in Nursing – Team Leader

An Assistant in Nursing – Team Leader is by appointment and:

- Exercises advanced skills at Certificate IV level (or qualifications deemed equivalent by the company) appropriate to their level of training and competence.
- May act as a Team Leader in non-clinical duties as required.
- may assist with administration of medications if :

- The resident/client has the capacity to self-administer their medications.
- The AIN must be deemed competent to undertake the assistance by the registered nurse responsible for the resident/client care plan, i.e. the registered nurse on shift.
- Employer instructions to employees relating to medications must not be contrary to relevant statutes and regulations

The AINs must undertake VET certified training in how to assist residents/clients with medications, e.g. HLTHPS006 module as part of a Certificate III course in aged care, before they can assist the registered nurse with medications.

AINs must be appropriately supervised when providing medication assistance so therefore a 24/7 onsite registered nurse presence is essential.

- exercise discretion and decision making/responsibility within their level of skill and training;
- may perform specialised roles within their scope of training and practice in areas such as but not limited to continence, dementia, WH&S.
- can support the introduction of new processes, documentation, and trials, buddy and mentor other staff, and provide guidance in their area of specialty as in consultation with supervising EN's and RN's.

As such AIN – Team Leaders will be responsible to maintain currency of their practice and skills in order to maintain their appointment to this level. AIN's practising at this level will undertake periodic competency assessment to ensure currency of knowledge and skills.

Appointment at this level will only be continued where the Assistant in Nursing continues to meet the standards of competency required in all areas by the company and to perform the duties as directed and required at this level within their scope of practice.

## **Nursing Care**

Nursing care means:

- the autonomous and collaborative care of individuals of all ages, families, groups and communities, sick or well and in all settings.
- Nursing includes the promotion of health, prevention of illness, and the care of ill, disabled and dying people.
- Advocacy, promotion of a safe environment, research, participation in shaping health policy and in patient and health systems management, and education are also key nursing roles.
- any intervention or activity on a care plan that is provided by a registered nurse, enrolled nurse or assistant in nursing
- carrying out activities which are directly related to the maintenance of a person's bodily needs where that person is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in A.4.

## **A.3 Enrolled nurses**

### **A.3.1 Enrolled nurse**

Paypoint 1

Paypoint 2

Paypoint 3

- (a) Enrolled Nurse appears on the AHPRA Register of Practitioners as an Enrolled Nurse (Division 2)

The Enrolled Nurse demonstrates competence in the provision of client-centred care as specified by the NMBA. An Enrolled Nurse provides clinically-focused care under the direct or indirect supervision of a registered nurse. At all times, the Enrolled Nurse retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

#### **(b) Skill indicators**

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

- an 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
- an ability to work in complex situations and in determining priorities in the delivery of nursing care within their scope of practice.
- an ability to organise, practise 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 specialized area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.
- deliver direct and indirect nursing care under supervision of a named and accessible registered nurse
- provision of education in basic nursing practice to Assistants in Nursing.
- act to support appropriate aspects of orientation for newly appointed Enrolled Nurses as requested.
- provide coordination within scope of practice to a team of Assistants in Nursing and support staff in the delivery of care to a group of residents in a defined work area
- 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
- provide coordination to a team of Assistant Nurses and support staff in the delivery of care to a group of residents in a defined work area.
- administer medications in accordance with scope of practice and regulatory requirements to clients and residents who have not been assessed as competent to self-administer their medications

### **A.3.2 Enrolled Nurse Specialist – by appointment**

The Enrolled Nurse Specialist appears on the AHPRA Register of Practitioners as an Enrolled Nurse (Division 2) and demonstrates competence in the provision of client- centred care as specified by the NMBA. An Enrolled Nurse Specialist works under the direct or indirect supervision of a registered nurse. At all times, the Enrolled Specialist retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

The Enrolled Nurse Specialist demonstrates all the skills and competencies of an EN as outlined and maintains a high level of practice and skill so as to be a mentor for other EN's.

The Enrolled Nurse Specialist:

- will have achieved additional training and specialised skills in one or more areas of nursing practice
- will have additional qualifications or units of competence from a relevant tertiary institution in their area of practice suitable to the needs of the company
- undertakes advanced practice appropriate to their level of training and competence under the supervision of a registered nurse and in accordance with the NMBA practice standards
- maintains currency of their practice and skills in order to maintain their appointment to this level. EN's practicing at this level will undertake periodic competency assessment to ensure currency of knowledge and skills
- will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs
- is required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation
- where responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals.

A person at this level would provide support to the staff of a facility in their particular area/s of specialty which could include:

Training, mentoring, coaching, orientation, work allocation, sampling of systems and processes, research, trailing of changes, assessment, co-ordination of lower level staff.

A person at this level may have formal qualifications in training or education.

### A.4.1 Registered Nurse—level 1 (RN1)

An employee at this level will obtain proficiency and qualifications necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA Registered Nurse Standards of Practice and will appear on the APHRA Register of Practitioners as a Registered Nurse (Division 1)

- (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 nurses within scope of practice as delegated from a higher level Registered Nurse;
  - 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)

An employee at this level is required to:

- (a) appear on the APHRA Register of Practitioners as Registered Nurse (Division 1)
- (b) exercise discretion and decision making/responsibility within their level of skill and training;
- (c) demonstrate the effective application of standards required in the age care sector.

An employee at this level may be an CNS, RN Advanced Practice, 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 sub clause on a continuing basis.

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.

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 will perform work in accordance with NMBA Registered Nurse Standards of Practice as well as the following:

- (i) appear on the APHRA Register of Practitioners as a Registered Nurse (Division 1);
- (ii) holds any other qualification required for working in the employee's particular practice setting; and
- (iii) 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 sub clause on a continuing basis.

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 will perform work in accordance with NMBA Registered Nurse Standards of Practice as well as the following:

- (i) appears on the APHRA Register of Practitioners as a Registered Nurse (Division 1)
- (ii) holds any other qualification required for working in the employee's particular practice setting; and
- (iii) 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 sub clause 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), or Assistant director of nursing (education).

- (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 will perform work in accordance with NMBA Registered Nurse Standards of Practice as well as the following:
- (i) appears on the APHRA Register of Practitioners as a Registered Nurse (Division 1);
  - (ii) holds any other qualification required for working in the employee's particular practice setting; and
  - (iii) 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 sub clause 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:
- being accountable for the standards of nursing care and for coordination of the nursing service of the facility;
  - participating as a member of the executive of the facility, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of policy;
  - providing leadership, direction and management of the facility in accordance with policies, philosophies, objectives and goals

established through consultation with staff and in accordance with the directions of the Board of Directors;

- 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;

- managing the budget of the facility;
- ensuring that nursing services meeting changing needs of clients or residents through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.



## Schedule B – Aged Care Classifications

The following are the Aged Care Classifications:

### Progression from Aged Care level one

#### B.1 Aged care employee—level 1

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.

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

Indicative roles performed at this level are:

| General and administrative services                            | Food Services           |
|--|-------------------------|
| General clerk<br>Assistant Gardener<br>Laundry Hand<br>Cleaner | Food services assistant |

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

- (a) has completed 456 hours of work at Level 1; and
- (b) has performed basic duties.

#### B.1 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.

Indicative roles performed at this level are:

| <b>General and administrative services</b>  | <b>Food Services</b>    |
|---|-------------------------|
| Gardener (more than 12 months)<br>General Services Officer (unqualified)<br>Laundry Hand<br>Cleaner | Food services assistant |

## **B.2 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.
- Will be appointed to this level upon the acquisition of a relevant Certificate III or Cert IV qualification.
- Appointment to this level may at the discretion of the organisation be based on experience and performance in the case of indicative tasks below.

Indicative roles performed at this level are:

| <b>General and administrative services</b>                                   | <b>Personal care</b>                                    | <b>Food Service</b> |
|--|---|---------------------|
| Maintenance/Handyperson (less than 12 months experience)<br><br>Receptionist | Recreational/Lifestyle activities officer (unqualified) | Cook                |

## B.2 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 skills training or experience.

In the case of a General Services Officer and recreation Officer, is required to hold a relevant Certificate III or Cert. IV qualification and appropriate experience.

All other appointments may at the discretion of the company be based on experience and performance in the case of indicative tasks below.

Indicative roles performed at this level are:

| General and administrative services   | Personal care               | Food Services |
|---|-----------------------------|---------------|
| Receptionist Administration Officer<br><br>Gardener<br>(trade or TAFE Certificate III or above) | Recreation Officer Cert III | Senior Cook   |

## B.2 Aged care employee—level 5

Aged Care employee Level 5 is by appointment.

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);
- will require computer knowledge or be required to use a computer on a regular basis;
- 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.

- Excluding Recreation Officer, and Diversional Therapist appointment to this level may at the discretion of the organisation be based on experience and performance in the case of indicative tasks below.

Indicative roles performed at this level are:

| General and administrative services                         | Personal care   | Food Services |
|---|---|---------------|
| Secretary Administration Officer<br>Maintenance/Handyperson | Recreational Officer Cert IV<br>Diversional Therapist (Cert IV) | Chef          |

## B.2 Aged care employee—level 6

Aged Care employee Level 6 is by appointment.

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;
- will 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.
- All employees engaged at Level 6 are by appointment only irrespective of qualification

Indicative tasks performed at this level are:

| General and administrative services                              | Personal care                             | Food Services |
|--|---|---------------|
| Maintenance tradesperson<br>(advanced)<br>Administration Officer | Diversional Therapist<br>(by Appointment) | Senior Chef   |

## B.2 Aged care employee—level 7

Aged Care employee Level 7 is by appointment.

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;
- will 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.
- All employees engaged at Level 7 are by appointment only irrespective of qualification

Indicative tasks performed at this level are:

| General and administrative services       | Personal care                                     | Food Services                 |
|---|---|-------------------------------|
| Clerical Supervisor                       | Diversional Therapist supervisor (By Appointment) | Chef/Food Services Supervisor |
| General services / Maintenance Supervisor |   |                               |

## Schedule C – Wages – Permanent Hourly

| 1  | 2               | 3                                  | 4                                  |
|--|-----------------|------------------------------------|------------------------------------|
| Nursing Classification                               | As at<br>1.4.21 | From FFPP after<br>1.7.21<br>+1.5% | From FFPP after<br>1.7.22<br>+1.5% |
|  |                 | Per Hour                           | Per Hour                           |
| <b>Cert III</b>                                      | \$23.67         | \$24.03                            | \$24.39                            |
|  |                 |                                    |                                    |
| <b>AIN Team Leader-by appointment only</b>           | \$25.00         | \$25.38                            | \$25.76                            |
|  |                 |                                    |                                    |
| <b>EN Level 1</b>                                    | -               | -                                  | -                                  |
| Paypoint 1   | \$27.84         | \$28.26                            | \$28.68                            |
| Paypoint 2   | \$28.23         | \$28.65                            | \$29.08                            |
| Paypoint 3 and thereafter                            | \$28.70         | \$29.13                            | \$29.57                            |
| <b>EN Level 2 – Specialist – by appointment only</b> | \$30.00         | \$30.45                            | \$30.91                            |
|  |                 |                                    |                                    |
| <b>RN Level 1</b>                                    | -               | -                                  | -                                  |
| Paypoint 1   | \$32.20         | \$32.68                            | \$33.17                            |
| Paypoint 2   | \$33.71         | \$34.22                            | \$34.73                            |
| Paypoint 3   | \$35.24         | \$35.77                            | \$36.31                            |
| Paypoint 4   | \$36.95         | \$37.50                            | \$38.07                            |
| Paypoint 5   | \$39.16         | \$39.75                            | \$40.34                            |
| <b>RN Level 2</b>                                    | \$39.92         | \$40.52                            | \$41.13                            |
| <b>RN Level 3</b>                                    | \$45.74         | \$46.43                            | \$47.12                            |
| <b>RN Level 4 (Deputy DON/Assistant DON)</b>         | \$48.89         | \$49.62                            | \$50.37                            |
| <b>RN Level 5 (Director of Nursing)</b>              | \$57.78         | \$58.65                            | \$59.53                            |
|  |                 |                                    |                                    |
| <b>Aged Care Classifications</b>                     |                 |                                    |                                    |
| <b>Level 1</b>                                       | \$21.62         | \$21.94                            | \$22.27                            |
| <b>Level 2</b>                                       | \$22.51         | \$22.85                            | \$23.19                            |
| <b>Level 3</b>                                       | \$23.39         | \$23.74                            | \$24.10                            |
| <b>Level 4</b>                                       | \$23.67         | \$24.03                            | \$24.39                            |
| <b>Level 5</b>                                       | \$24.47         | \$24.84                            | \$25.21                            |
| <b>Level 6</b>                                       | \$25.79         | \$26.18                            | \$26.57                            |
| <b>Level 7</b>                                       | \$26.26         | \$26.65                            | \$27.05                            |

## Schedule D - Allowances

|               | 1                                  | 2                 | 3                                 | 4                           |
|---------------|------------------------------------|-------------------|-----------------------------------|-----------------------------|
| Clause Number | Description                        | As at<br>1.4.2021 | From date of<br>approval<br>+1.5% | As per<br>clause 19<br>1.5% |
| 19.1(i)       | Overtime meal allowance            | \$13.25           | \$13.45                           | \$13.65                     |
| 19.1(ii)      | Overtime meal allowance            | \$11.92           | \$12.10                           | \$12.28                     |
| 19.2(i)       | On-call (Nurses) M-F               | \$21.66           | \$21.98                           | \$22.31                     |
| 19.2(ii)      | On-call (Nurses) Sat               | \$31.66           | \$32.13                           | \$32.62                     |
| 19.2(iii)     | On-call (Nurses) Sun/PH etc        | \$43.34           | \$43.99                           | \$44.65                     |
| 19.3          | Travelling per km                  | 0.92              | \$0.93                            | \$0.95                      |
| 19.4(a)       | RN in-charge - facility per shift  | \$39.16           | \$39.75                           | \$40.34                     |
| 19.4(b)       | RN in-charge - section per shift   | \$24.29           | \$24.65                           | \$25.02                     |
| 19.5          | AIN Medication allowance per hour  | \$0.86            | \$0.87                            | \$0.89                      |
| 19.6          | Leading hand allowance (a) 2 - 5   | \$23.87           | \$24.23                           | \$24.59                     |
|               | Leading hand allowance (b) 6 -10   | \$34.06           | \$34.57                           | \$35.09                     |
|               | Leading hand allowance (c) 11 - 15 | \$43.02           | \$43.67                           | \$44.32                     |
|               | Leading hand allowance (d) 16 - 19 | \$52.58           | \$53.37                           | \$54.17                     |
| 19.7          | Clothing/Laundry (ex Nurses)       |                   |                                   |                             |
|               | Uniform per shift                  | \$1.49            | \$1.51                            | \$1.54                      |
|               | Uniform per week                   | \$7.56            | \$7.67                            | \$7.79                      |
|               | Laundry PW                         | \$1.81            | \$1.84                            | \$1.86                      |
|               | Laundry PS                         | \$0.39            | \$0.40                            | \$0.40                      |
|               |                                    |                   |                                   |                             |
| 19.8          | Clothing/Laundry (Nurses)          |                   |                                   |                             |
|               | Uniform per week                   | \$14.58           | \$14.80                           | \$15.02                     |
|               | Laundry per week                   | \$5.45            | \$5.53                            | \$5.61                      |
| 19.9          | Continuing education (RN/EN)       |                   |                                   |                             |
|               | (g)                                | \$20.39           | \$20.70                           | \$21.01                     |
|               | (h)                                | \$34.01           | \$34.52                           | \$35.04                     |
|               | (i)                                | \$40.78           | \$41.39                           | \$42.01                     |
|               | (j)                                | \$13.58           | \$13.78                           | \$13.99                     |
| 19.1          | Tool allowance per week            | \$13.17           | \$13.37                           | \$13.57                     |

Note: Wages in Schedule C apply as per clause 15.1 and Allowances in Schedule D apply as per clause 19.

## **Schedule E - Additional Measures during the COVID-19 Pandemic**

**E.1** Subject to clauses E.2.1(d) and E.2.2(c), Schedule E operates until 30 June 2022 or the expiry date of Schedule X in the Nurses Award 2020, whichever is later.

**E.2** During the operation of Schedule E, the following provisions apply:

### **E.2.1 Unpaid pandemic leave**

- (a)** Subject to clauses E.2.1(b), (c) and (d), any employee is entitled to take up to 2 weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
- (b)** The employee must give their employer notice of the taking of leave under clause E.2.1(a) and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- (c)** An employee who has given their employer notice of taking leave under clause E.2.1(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause E.2.1(a).
- (d)** A period of leave under clause E.2.1(a) must start before 30 June 2022, but may end after 30 June 2022. These dates may vary in accordance with any later dates specified in Schedule X of the Nurses Award 2020.
- (e)** Leave taken under clause E.2.1(a) does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this award and the NES.

NOTE: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

### **E.2.2 Annual leave at half pay**

- (a)** Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
- (b)** Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
- (c)** A period of leave under clause E.2.2(a) must start before 30 June 2022, but may end after 30 June 2022. These dates may vary in accordance with any later dates specified in Schedule X of the Nurses Award 2020.



EXAMPLE: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking 2 weeks' annual leave on half pay. In this example:

- the employee's pay for the 2 weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this Agreement);and
- one week of leave is deducted from the employee's annual leave accrual.

NOTE 1: A employee covered by this Agreement who is entitled to the benefit of clause E.2.1 or E.2.2 has a workplace right under section 341(1)(a) of the Agreement.

NOTE 2: Under section 340(1) of the Act, an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the Act, an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

NOTE 3: Under section 343(1) of the Act, a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.

# Schedule F – Translation: Hardi Aged Care Nurses Collective Agreement 2008

1

2

| 2008 Classification Structure            | 2021 Classification                  |
|--|--------------------------------------|
| Acting Assistant Facility Manager        | RN Level 4                           |
|  |                                      |
| Facility Educator                        | RN Level 2                           |
|  |                                      |
| Clinical Unit Manager                    | RN Level 2                           |
|  |                                      |
| NUM 3                                    | RN Level 3                           |
|  |                                      |
| Evening Manager                          | Not Applicable – clause 19.4 applies |
| Night Manager                            | NA – clause 19.4 applies             |
| Weekend Day Manager                      | NA – clause 19.4 applies             |
|  |                                      |
| Registered Nurse                         |                                      |
| RN 1-4                                   | RN Level 1 PP 1 to 5                 |
| RN 1-4                                   | RN Level 1 PP 1 to 5                 |
| RN 1-4                                   | RN Level 1 PP 1 to 5                 |
| RN 1-4                                   | RN Level 1 PP 1 to 5                 |
| RN 5 over                                | RN Level 5                           |
| RN 5 over                                | RN Level 5                           |
| RN 5 over                                | RN Level 5                           |
| RN 5 over                                | RN Level 5                           |
| RN Preserved Classification              | NA                                   |
|  |                                      |
| Endorsed Enrolled Nurse                  | Endorsed Nurse                       |
| EEN 1-3                                  | Level 1 PP 1                         |
| EEN 1-3                                  | Level 1 PP2                          |
| EEN 1-3                                  | Level 3 and thereafter               |
| EEN 4 over                               |                                      |
| EEN 4 over                               |                                      |
|  | EN Level 2 - Specialist              |
|  |                                      |
| Enrolled Nurse                           |                                      |
| EN 1-3                                   | Not applicable                       |
| EN 1-3                                   | NA                                   |
| EN 1-3                                   | NA                                   |
| EN 4 over                                | NA                                   |
| EN 4 over                                | NA                                   |
| Unit Team Leader                         | NA                                   |
| Assistant in Nursing                     |                                      |
| AIN Certificate III or IV – 1-2 years    | Cert III                             |
| AIN Certificate III or IV – over 2 years | Cert III                             |
|  | AIN Team Leader                      |
| AIN 1 - 2                                | Not Applicable                       |
| AIN 1 - 2                                | NA                                   |

|  |                |
|--|----------------|
| AIN 2 over                             | NA             |
| AIN 2 over                             | NA             |
|  |                |
| <b>Mobility Nurse – Cert III or IV</b> | Not applicable |
| Mobility Nurse 1                       |                |
| Mobility Nurse 2                       |                |
| Mobility Nurse 3                       |                |
|  |                |

## Schedule G – Translation: Except for Hardi Aged Care Nurses Collective Agreement 2008

| 1                                     | 2                       |
|---------------------------------------|-------------------------|
| 2017 Nursing Classifications          | 2021 Classification     |
| <b>Nursing Assistant</b>              |                         |
| First year                            | Not Applicable          |
| Second year                           | NA                      |
| Third year                            | NA                      |
| Thereafter / Cert III / Cert IV       | Cert III                |
| Team Leader (appointed)               | AIN Team Leader         |
|                                       |                         |
| <b>Enrolled Nurse (With Notation)</b> | Not Applicable          |
| Pay Point 1                           |                         |
| Pay Point 2                           |                         |
| Pay Point 3                           |                         |
| Pay Point 4                           |                         |
| Pay Point 5                           |                         |
|                                       |                         |
| Undergoing pre-registration training  | NA                      |
|                                       |                         |
| <b>Enrolled Nurse</b>                 |                         |
| Pay Point 1                           | Level 1 PP 1            |
| Pay Point 2                           | 1.2                     |
| Pay Point 3 and Thereafter            | 1.3 and thereafter      |
|                                       |                         |
| Enrolled Nurse Specialist (Appointed) | EN Level 2 - Specialist |
|                                       |                         |
| <b>Registered Nurse – Level 1</b>     | RN Level 1              |
| Pay Point 1                           | RN 1.1                  |
| Pay Point 2                           | RN 1.2                  |
| Pay Point 3                           | RN 1.3                  |
| Pay Point 4                           | RN 1.4                  |
| Pay Point 5 and thereafter            | RN 1.5                  |
|                                       |                         |
| Four Year Degree                      | NA – see clause 19.9(h) |
| Masters Degree                        | NA – see clause 19.9(i) |
|                                       |                         |
| <b>Registered Nurse – Level 2</b>     | Level 2                 |
| Covers CMS and CNE                    |                         |
|                                       |                         |
| <b>Registered Nurse – Level 3</b>     | Level 3                 |
| Pay Point 1 (NUM and NE)              |                         |
| Pay Point 2 (NUM and NE)              |                         |
| Pay Point 3 (NUM and NE)              |                         |
| Pay Point 4 (NUM)                     |                         |
| Pay Point 5 (CNC and NE)              |                         |
| Pay Point 6 (Senior NE)               |                         |

|                                     |                |
|-------------------------------------|----------------|
| Pay Point 7 (Senior NE)             |                |
| Pay Point 8 (Senior NE)             |                |
|                                     |                |
| <b>Registered Nurse – Level 4</b>   | RN Level 4     |
| Covers Deputy DON and Assistant DON |                |
| ADON less 150 beds                  |                |
| DDON less 20 beds                   |                |
| DDON 20 – less than 75 beds         |                |
| DDON 75 – less than 100 beds        |                |
| ADON 150 – 250 beds                 |                |
| DDON 100 – less than 150 beds       |                |
| ADON 250 beds and over              |                |
| DDON 150 – less than 200 beds       |                |
| DDON 200 – less than 250 beds       |                |
| DDON 250 – less than 350 beds       |                |
| DDON 350 – less than 450 beds       |                |
| DDON 450 – less than 750 beds       |                |
| DDON 750 beds and over              |                |
|                                     |                |
| <b>Registered Nurse – Level 5</b>   | RN Level 5     |
| Less than 25 beds                   |                |
| 25 beds, less than 50 beds          |                |
| 50 beds, less than 75 beds          |                |
| 75 beds, less than 100 beds         |                |
| 100 beds, less than 150 beds        |                |
| 150 beds, less than 200 beds        |                |
| 200 beds, less than 250 beds        |                |
| 250 beds, less than 350 beds        |                |
| 350 beds, less than 450 beds        |                |
| 450 beds, less than 750 beds        |                |
| 750 beds and over                   |                |
|                                     |                |
| <b>Nurse Practitioner</b>           | Not Applicable |
| First year                          |                |
| Second year                         |                |

| <b>2017 Aged Care Classifications</b>                | <b>2021 Classification</b> |
|--|----------------------------|
| <b>Aged Care Employee Level 1</b>                    | <b>Level 1</b>             |
| Entry level  |                            |
| <b>Aged Care Employee Level 2</b>                    | <b>Level 2</b>             |
| <b>Clerk</b>   |                            |
| A – (Clerk Grade 2 – 1 <sup>st</sup> year)           |                            |
| C – (Clerk Grade 1)                                  |                            |
| <b>Aged Care Employee Level 3</b>                    | <b>Level 3</b>             |
| <b>C – Recreational/Lifestyle activities Officer</b> |                            |
| (CSE Grade 3)  |                            |
|  |                            |
| <b>General Clerk/Typist/Receptionist</b>             |                            |
| A – (Clerk Grade 2 – 2 <sup>nd</sup> year)           |                            |
| C – (Clerk Grade 2)                                  |                            |
|  |                            |
| <b>A – Wardsperson (2<sup>nd</sup> year)</b>         |                            |
|  |                            |
| <b>Maintenance Supervisory (non-trade) otherwise</b> |                            |
| A – (Otherwise)                                      |                            |
| C – (Supervisor Otherwise)                           |                            |
| <b>Aged Care Employee Level 4</b>                    | <b>Level 4</b>             |
| <b>C – Gardener – Trade (CSE Grade 3)</b>            |                            |
|  |                            |
| <b>C – Driver 3 ton / over (CSE Grade 3)</b>         |                            |
|  |                            |
| <b>Personal Care Worker grade 3 (cert 3)</b>         |                            |
| C (CSE Grade 3)                                      |                            |
|  |                            |
| <b>C – Senior cook - trade (CSE Grade 3)</b>         |                            |
|  |                            |
| <b>Senior/Clerk/Receptionist</b>                     |                            |
| A – (Clerk Grade 3 – 1 <sup>st</sup> year)           |                            |
| A – (Clerk Grade 3 – 2 <sup>nd</sup> year)           |                            |
| C – (Clerk Grade 3)                                  |                            |
|  |                            |
| <b>Maintenance handyperson - qualified</b>           |                            |
| C (CSE Grade 3)                                      |                            |
|  |                            |
| <b>A – Maintenance ‘Tradesperson’ Advanced</b>       |                            |
| (Supervisor Tradesman)                               |                            |
| <b>Aged Care Employee Level 5</b>                    | <b>Level 5</b>             |
| <b>C – Chef - Trade</b>                              |                            |
| C (CSE Grade 4 – Level 1)                            |                            |
|  |                            |

|  |         |
|--|---------|
| <b>C – Secretary/PA</b>                                |         |
| A (Clerk Grade 4 -1 <sup>st</sup> year)                |         |
| A (Clerk Grade 4 -2 <sup>nd</sup> year)                |         |
| C (CSE Grade 4 – Level 1)                              |         |
|  |         |
| <b>Maintenance Supervisor (non-trade) in-charge</b>    |         |
| A (In Charge of Staff)                                 |         |
| C (Supervisor in Charge of Staff)                      |         |
|  |         |
| <b>C – Gardener Advanced</b>                           |         |
| (CSE Grade 4)  |         |
|  |         |
| <b>C – Personal care worker Grade 4 (cert 3)</b>       |         |
| (CSE Grade 4, Level 1)                                 |         |
|  |         |
| <b>Aged Care Employee Level 6</b>                      | Level 6 |
| <b>Maintenance ‘Tradesperson’ Advanced</b>             |         |
| A (Supervisor Tradesperson)                            |         |
| C (Supervisor Tradesperson)                            |         |
| A (Supervisor Tradesperson in charge of staff)         |         |
|  |         |
| <b>C – Personal Care Worker Grade 4 (cert 3)</b>       |         |
| (CSE Grade 4, Level 2 medication)                      |         |
|  |         |
| <b>C – Chef/Food Services Supervisor trade/Diploma</b> |         |
| Assist/Catering Officer 300-500 beds                   |         |
| Assist/Catering Officer 500-1000 beds                  |         |
|  |         |
| <b>Aged Care Employee Level 7</b>                      | Level 7 |
| <b>General Services Supervisor</b>                     |         |
| C (CSE Grade 5 – min rate)                             |         |
| C (CSE Grade 5 – max rate)                             |         |
|  |         |
| <b>Chef/Food Services Supervisor – trade/Diploma</b>   |         |
| C (Catering Officer 120 – 300 beds)                    |         |
| C (Catering Officer 300 – 500 beds)                    |         |
| C (CSE Grade 5 min rate)                               |         |
| C (Catering officer 500 – 1000 beds)                   |         |
| C (CSE Grade 5 – max rate)                             |         |
| <b>Personal Care Worker Grade 5 - Diploma</b>          |         |
| C (CSE Grade 5 – min rate)                             |         |
| C (CSE Grade 5 – max rate)                             |         |
|  |         |
| <b>Gardener Superintendent</b>                         |         |
| C (CSE Grade 5 – min rate)                             |         |
| C (CSE Grade 5 – max rate)                             |         |
|  |         |

|                            |  |
|----------------------------|--|
| <b>Clerical Supervisor</b> |  |
| C (Clerk Grade 5)          |  |
|                            |  |

| <b>2017 Aged Care Classifications Table 1B</b> | <b>2021 Classification</b> |
|--|----------------------------|
| <b>Aged Care Employee Level 1</b>              |                            |
| Aged care employee – Level 1                   | Level 1                    |
| Aged care employee – Level 2                   | Level 2                    |
| Aged care employee – Level 3                   | Level 3                    |
| Aged care employee – Level 4                   | Level 4                    |
| Aged care employee – Level 5                   | Level 5                    |
| Aged care employee – Level 6                   | Level 6                    |
| Aged care employee – Level 7                   | Level 7                    |



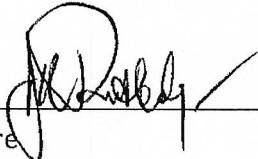
| <b>2017 Health Professionals Classifications</b>            | <b>2021 Classification</b> |
|---|----------------------------|
| <b>Health Professional Employee - Level 1</b>               | Not Applicable             |
| <b>Diversional Therapists</b>                               |                            |
| Pay point 1 (1 <sup>st</sup> year of experience – UG qual.) | NA                         |
| Pay point 2 (2 <sup>nd</sup> year of experience)            | NA                         |
| Pay point 3 (3 <sup>rd</sup> year of experience)            | NA                         |
| Pay point 4 (4 <sup>th</sup> year of experience)            | NA                         |
| Pay point 5 (5 <sup>th</sup> year of experience)            | NA                         |
| Pay point 6 (Thereafter)                                    | NA                         |
|   |                            |
| <b>Health Professional Employee - Level 2</b>               | Not Applicable             |
| Pay point 1   | NA                         |
| Pay point 2   | NA                         |
| Pay point 3   | NA                         |
| Pay point 4   | NA                         |
|   |                            |
| <b>Health Professional Employee - Level 3</b>               | Not Applicable             |
| Pay point 1   | NA                         |
| Pay point 2   | NA                         |
| Pay point 3   | NA                         |
| Pay point 4   | NA                         |
| Pay point 5   | NA                         |
|   |                            |
| <b>Health Professional Employee - Level 4</b>               | Not Applicable             |
| Pay point 1   | NA                         |
| Pay point 2   | NA                         |
| Pay point 3   | NA                         |
| Pay point 4   | NA                         |
|   |                            |

| <b>2017 Home Care Classifications</b> | <b>2021 Classification</b> |
|---------------------------------------|----------------------------|
| <b>Home Care Classifications</b>      |                            |
| <b>Home Care Employee – Level 1</b>   | Not Applicable             |
|                                       |                            |
| <b>Home Care Employee – Level 2</b>   | NA                         |
|                                       |                            |
| <b>Home Care Employee – Level 3</b>   | NA                         |
|                                       |                            |
| <b>Home Care Employee – Level 4</b>   | NA                         |
| Pay point 1                           |                            |
| Pay point 2                           |                            |
|                                       |                            |
| <b>Home Care Employee – Level 5</b>   | NA                         |
| Pay point 1                           |                            |
| Pay point 2 - Degree or Diploma       |                            |

Signed for  
Heritage Care Service Company Pty Ltd

ABN 41 619 595 345

John Rutledge  
Name

  
Signature

21/6/22  
Date

1118-1120 High Street  
Armadale VIC 3143  
Address

CHIEF EXECUTIVE OFFICER  
Position

CLARE NEEDON  
Witness Name

  
Signature

21/6/22  
Date

**Signed for and on behalf of**

**Health Services Union New South Wales  
as bargaining representative**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

**Signed for and on behalf of**

**New South Wales Nurses and Midwives Association  
as bargaining representative**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
\_\_\_\_\_  
Address

\_\_\_\_\_  
Position

\_\_\_\_\_  
Witness Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

*Brett Holmes*

Brett Howard Holmes  
Branch Secretary  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*O'Bray Smith*

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

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

## Schedule 2.2 Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) 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.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing — at any time.



## IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/2124 – Heritage Care NSW Enterprise Agreement 2021

Applicant:

Armest Pty Ltd

Section 185 – Application for approval of a single enterprise agreement

### Undertakings- Section 190

I, Clare Neeson, Head of People and Culture of Heritage Care Pty Ltd give the following undertakings with respect to the Heritage Care NSW Enterprise Agreement 2021 ("the Agreement"):

I have the authority given to me by Heritage Care Pty Ltd to provide these undertakings in relation to the application before the Fair Work Commission.

1. That paragraph 3 of Agreement clause 12.2, will read " If an employee who is at least 18 years old does not give the period of notice required under clause 12.1(a), then the employer may, with the written authorisation of the employee, deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
2. That in addition to Agreement clause 6, this Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency."

---

( Signature)

Clare Neeson

21 June 2022

---

Suite 3, First Floor 1118-1121 High Street, Armadale, VIC, 3143

(03) 03 9722 5870 | [hello@heritagecare.com.au](mailto:hello@heritagecare.com.au) | [www.heritagecare.com.au](http://www.heritagecare.com.au)