



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Blakehurst Aged Care Services Pty Ltd T/A Blakehurst Aged Care and Retirement Centre
(AG2019/42)

IBIS CARE BLAKEHURST, AUSTRALIAN NURSING FEDERATION NSW BRANCH, HEALTH SERVICES UNION NSW BRANCH & NSW NURSES & MIDWIVES ASSOCIATION ENTERPRISE AGREEMENT 2019

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 27 MARCH 2019

Application for approval of the IBIS Care Blakehurst, Australian Nursing Federation NSW Branch, Health Services Union NSW Branch & NSW Nurses & Midwives Association Enterprise Agreement 2019.

[1] An application has been made for approval of an enterprise agreement known as the *IBIS Care Blakehurst, Australian Nursing Federation NSW Branch, Health Services Union NSW Branch & NSW Nurses & Midwives Association Enterprise Agreement 2019* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Blakehurst Aged Care Services Pty Ltd T/A Blakehurst Aged Care and Retirement Centre. The Agreement is a single enterprise agreement.

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

[3] The application was not lodged within 14 days after the agreement was made. Pursuant to s.185(3)(b), in all the circumstances I consider it fair to extend the time for making the application to the date it was actually made.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 April 2019. The nominal expiry date of the Agreement is 26 March 2022.



DEPUTY PRESIDENT

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IBIS CARE BLAKEHURST

AUSTRALIAN NURSING FEDERATION NSW BRANCH

HEALTH SERVICES UNION NSW

NSW NURSES' AND MIDWIVES ASSOCIATION

ENTERPRISE AGREEMENT 2019

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1 Title

- 1.1 This Agreement is the IBIS Care Blakehurst, Australian Nursing Federation NSW Branch, Health Services Union NSW Branch & NSW Nurses & Midwives Association Enterprise Agreement 2019.

2 Parties Bound

- 2.1 This Agreement shall be binding on:
- (a) IBIS Care Blakehurst; and
 - (b) All employees engaged by IBIS Care Blakehurst in the roles listed in Schedule A and Schedule B.

3 Term of this Agreement

3.1 When it starts

This Agreement operates 7 days after the date it is approved by the Fair Work Commission (***The Implementation Date***).

3.2 When it ends

This Agreement will operate for a period of 3 years (***the initial term***). The Agreement will continue to operate after the expiry of the initial term unless formally terminated pursuant to the Act or varied by consent of IBIS Care Blakehurst and employees whose employment is subject to this Agreement (and such variation is approved by the Fair Work Commission).

4 Definitions and Interpretation

- 4.1 In this agreement, unless the contrary intention appears:

Associations mean the NSWNMA, ANF NSW Branch and the HSU NSW Branch.

Act means the *Fair Work Act 2009* (Cth), as varied or replaced from time to time

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

FWC means Fair Work Commission

Employee has the meaning in the Act and refers to those employees employed by the employer to occupy those classifications expressly described and contained within this agreement

Employer has the meaning in the Act and in this Agreement refers to Blakehurst Aged Care Services Pty Limited t/as Blakehurst Aged Care and Retirement Centre ABN 14 001 526 656, located at 20-22 Cheddar Street, Blakehurst NSW 2221. Blakehurst Aged Care is part of the IBIS Care Group and is also referred to as IBIS Care Blakehurst.

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

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

5 Coverage

- 5.1 This Agreement shall cover the following:
- (a) Blakehurst Aged Care Services Pty Ltd t/as Blakehurst Aged Care and Retirement Centre, ABN 14 001 526 656 located at 20-22 Cheddar Street, Blakehurst NSW 2221 (“the employer”)
 - (b) The New South Wales Nurses & Midwives Association (NSWMNA) and, Australian Nursing Federation (ANF) (hereafter jointly referred to as “the Association”), of 50 O’Dea Ave, Waterloo NSW 2017
 - (c) The Health Services Union (HSU) Level 2, 109 Pitt Street, Sydney, NSW 2000.
- 5.2 This Agreement shall apply to all employees of the employer, employed at Blakehurst Aged Care and Retirement Centre and performing work within the classifications described and contained in this agreement.

6 Access to the Agreement and the National Employment Standards

- 6.1 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 or near the workplace or through electronic means.

7 The National Employment Standards and this Agreement

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

8 Agreement Flexibility

- 8.1 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 clause 8.1(a) (i) to (v); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- 8.2 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.

8.3 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.

8.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 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.

9 Consultation

9.1 This term applies if the employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

9.2 For a major change referred to in paragraph (9.1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) clauses (9.3) to (9.9) apply.

9.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

- 9.4 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 9.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 9.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 9.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (9.2)(a) and subclauses (9.3) and (9.5) are taken not to apply.
- 9.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 9.10 For a change referred to in paragraph (9.1)(b):
- (a) the employer must notify the relevant employees of the proposed change; and

- (b) clauses (9.11) to (9.15) apply.
- 9.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 9.12 If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;the employer must recognise the representative.
- 9.13 As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 9.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 9.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 9.16 In this term:
 - (a) **relevant employees** means the employees who may be affected by a change referred to in subclause (9.1).

10 Dispute Resolution

- 10.1 If a dispute relates to:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;this term sets out procedures to settle the dispute.
- 10.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- 10.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

- 10.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 10.5 The FWC may deal with the dispute in 2 stages:
- (a) The FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- 10.6 *Note* If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 10.7 A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 10.8 While the parties are trying to resolve the dispute using the procedures in this term:
- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- 10.9 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.

11 Right to Request Flexible Working Arrangements

- 11.1 An Employee may request change in working arrangements if:
- (a) any of the circumstances referred to in 11.3 apply to an employee; and
 - (b) the employee would like to change his or her working arrangements because of those circumstances;
 - (c) then the employee may request the employer for a change in working arrangements relating to those circumstances.
- 11.2 Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.
- 11.3 The following are the circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the *Carer Recognition Act 2010*);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

11.4 To avoid doubt, and without limiting 11.3(a), an employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

11.5 The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee--the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee--the employee:
 - (i) is a long term casual employee of the employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

11.6 Formal requirements

- (a) The request must:
 - (i) be in writing; and
 - (ii) set out details of the change sought and of the reasons for the change.

11.7 Agreeing to the request

- (a) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (b) The employer may refuse the request only on reasonable business grounds.
- (c) Without limiting what are reasonable business grounds for the purposes of clause 11.7 (b), reasonable business grounds include the following:
 - (i) that the new working arrangements requested by the employee would be too costly for the employer;

- (ii) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
- (iii) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
- (iv) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
- (v) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.
- (vi) If the employer refuses the request, the written response under clause 11.7 must include details of the reasons for the refusal.

12 Work Load Management

- 12.1 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.
- 12.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution is required and cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution is still required and cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.
 - (d) The outcome of the discussions at each level and if appropriate any proposed solutions should be recorded in writing and fed back to the affected employees.
- 12.3 If the issue is still unresolved, the employee/s may advance the matter through Clause 10 Dispute Resolution Procedure. Arbitration of workload management issues may only occur by agreement of the employer and the employee representative, which may include the union/s.
- 12.4 On a monthly basis the Employer will hold a meeting where, among other matters, issues of workload can be raised and discussed.
- 12.5 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents' needs;

- (b) The demand of the environment such as Residence layout;
- (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
- (d) The requirements of nurse regulatory legislation;
- (e) Reasonable workloads (such as roster arrangements);
- (f) Accreditation standards; and
- (g) Budgetary considerations.

13 Types of Employment

13.1 Employment categories

- (a) Employees under this agreement will be employed in one of the following categories:
 - (i) Full-time;
 - (ii) Part time; or
 - (iii) Casual

13.2 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.

13.3 Full-time employment

- (a) 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.

13.4 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) For a nursing employee:
 - (i) before commencing part-time employment, the employer and employee will agree in writing the guarantee minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) For an Aged Care Employee:
 - (i) before commencing employment, the Employer and Employee will agree in writing on:
 - (A) the span of hours that the Employee may be rostered within a fortnight. This span of hours shall include which shifts the Employee may be rostered to work; and
 - (B) the days of the week the Employee may be rostered to work within a fortnight; and
 - (C) the agreed minimum number of contracted hours to be worked per fortnight.

- (ii) Notwithstanding clause 24 of this 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 8 hours or if rostered 10 hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturday and Sunday 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.
- (iii) No part-time Employee shall be directed to work in excess of their rostered ordinary hours at the ordinary time rate of pay.
- (d) A part-time employee will be paid a minimum of four hours pay for each engagement.
- (e) The terms of the agreement in (b)(i) and (c)(i) 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.

13.5 Review of part-time hours

At the 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 such contract hours may 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 if:

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

13.6 Casual employment

- (a) A casual employee is an employee engaged as such on an hourly basis.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%.
- (c) Casual employees will be paid a minimum of 4 hours for each engagement.

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

13.7 Casual Conversion

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

14 Termination of Employment

14.1 Notice of termination is provided for in the NES and applies the following scale of notice to permanent employees, to be worked out or payment in lieu made thereof:

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

14.2 In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two years continuous service, shall be entitled to an additional weeks' notice.

14.3 Notice of termination by an employee:

- (a) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) Subject to the requirements of the FW Act, if an employee fails to give the required notice the employee will forfeit any monies due to the employee on termination under this agreement or the NES, an amount not exceeding one week.
- (c) Notwithstanding, notice required for a casual employee shall be one hour.

15 Redundancy

15.1 In addition to the notice prescribed by Clause 14, Termination, 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.

15.2 Redundancy Pay

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

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

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

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

(c) "Weeks' pay" means the 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 and over-agreement payments and the following if applicable:

- (i) Shift allowances
- (ii) Weekend penalties
- (iii) Regularly received In-Charge, on-call and recall allowances. To be clear "regular" means the payment would have to be paid every pay period in the employee's pay for the preceding six months prior to the redundancy taking place.

15.3 Transfer to lower paid duties

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

15.4 Employee leaving during notice period

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

15.5 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 pay during each week of notice for the purpose of seeking other employment.
- (b) Such pay shall be at the Base Rate of Pay. Subject to the provision of at least 3 days' notice, the day or days off as requested by the employee, shall not be unreasonably withheld by the employer.
- (c) The employer may reduce the period of notice referred to above. At all times the granting of days off shall be subject to the considerations of the resident's needs and business operations.
- (d) If the employee has been allowed paid leave 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.

16 Classifications

- 16.1 Nursing classification definitions are set out in Schedule A—Classification Definitions.
- 16.2 Aged Care classification definitions are set out in Schedule B – Classification Definitions.
- 16.3 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

17 Minimum Hourly Wages

- 17.1 These minimum hourly wages will apply from the commencement of the first full pay period on or after:
 - (a) 1/1/2019 in respect of Column 1;
 - (b) 1/7/2019 in respect of Column 2;

- (c) 1/7/2020 in respect of Column 3; and
 (d) 1/7/2021 in respect of Column 4.

| Classification | Column 1 | Column 2 | Column 3 | Column 4 |
|--|----------|----------|----------|----------|
| Nursing Assistant | | | | |
| No qualification | | | | |
| Pay Point 1 st year | 21.32 | 21.58 | 22.34 | 23.12 |
| Pay Point 2 nd year | 21.67 | 21.93 | 22.70 | 23.49 |
| Pay Point 3 rd year | 22.04 | 22.31 | 23.09 | 23.90 |
| | | | | |
| With qualification (Cert III or IV) | 22.44 | 22.85 | 23.65 | 24.48 |
| | | | | |
| Pre-registration training | 24.57 | 24.87 | 25.74 | 26.64 |
| | | | | |
| Enrolled Nurse | | | | |
| With notation | | | | |
| Pay Point 1 st year | 24.93 | 25.24 | 26.05 | 26.88 |
| Pay Point 2 nd year | 25.42 | 25.73 | 26.55 | 27.40 |
| Pay Point 3 rd year | 25.73 | 26.04 | 26.87 | 27.73 |
| Pay Point 4 th year | 26.27 | 26.59 | 27.44 | 28.32 |
| Pay Point 5 th year and thereafter | 27.00 | 27.47 | 28.35 | 29.26 |
| | | | | |
| Endorsed EN | | | | |
| Pay Point 1 st year | 27.83 | 28.17 | 29.07 | 30.00 |
| Pay Point 2 nd year | 28.24 | 28.58 | 29.49 | 30.44 |
| Pay Point 3 rd year | 28.71 | 29.06 | 29.99 | 30.95 |
| | | | | |
| EN Specialist | 28.71 | 29.06 | 29.99 | 30.95 |
| | | | | |
| Registered Nurse | | | | |
| Level 1* | | | | |
| Pay point 1 st year | 30.54 | 31.08 | 32.07 | 33.10 |
| Pay point 2 nd year | 32.00 | 32.56 | 33.60 | 34.68 |
| Pay point 3 rd year | 33.63 | 34.22 | 35.31 | 36.44 |

| Classification | Column 1 | Column 2 | Column 3 | Column 4 |
|--|----------|----------|----------|----------|
| Pay point 4 th year | 36.48 | 37.12 | 38.31 | 39.53 |
| Pay point 5 th year | 38.81 | 39.49 | 40.75 | 42.05 |
| <i>* see below translation table for RN Level 1 wage rates</i> | | | | |
| | | | | |
| Level 2 | 39.91 | 40.61 | 41.91 | 43.25 |
| | | | | |
| Level 3 | | | | |
| Pay point 1 st year | 42.42 | 43.16 | 44.54 | 45.96 |
| Pay point 2 nd year | 44.08 | 44.85 | 46.29 | 47.77 |
| Pay point 3 rd year | 46.29 | 47.10 | 48.60 | 50.16 |
| Pay point 4 th year | 48.41 | 49.25 | 50.83 | 52.45 |
| Pay point 5 th year | 50.40 | 51.28 | 52.92 | 54.62 |
| | | | | |
| Level 4 | | | | |
| ADON < 150 beds | 47.00 | 47.82 | 49.35 | 50.93 |
| DDON < 150 beds | 52.50 | 53.42 | 55.13 | 56.89 |
| | | | | |
| Level 5 – CM 150-200 beds | 83.6 | 85.063 | 87.79 | 90.59 |
| | | | | |
| Aged Care Employees | | | | |
| Level 1 | 20.53 | 20.93 | 21.66 | 22.42 |
| Level 2 | 21.37 | 21.79 | 22.56 | 23.35 |
| Level 3 | 22.21 | 22.65 | 23.44 | 24.26 |
| Level 4 | 22.48 | 22.92 | 23.72 | 24.55 |
| Level 5 | 23.24 | 23.69 | 24.52 | 25.38 |
| Level 6 | 24.49 | 24.97 | 25.84 | 26.75 |
| Level 7 | 24.93 | 25.42 | 26.31 | 27.23 |
| | | | | |
| Lifestyle | | | | |
| Lifestyle Assistant Level 1 | 23.09 | 23.89 | 24.73 | 25.60 |
| Lifestyle Assistant Level 2 | 23.36 | 24.18 | 25.02 | 25.90 |
| Lifestyle Coordinator | 31.80 | 32.91 | 34.06 | 35.26 |

| Current RN Level 1 Pay point | Column 1 classification |
|---------------------------------|----------------------------|
| 1 | 1 |
| 2 | 2 |
| 3 | 2 |
| 4 | 3 |
| 5 | 3 |
| 6 | 4 |
| 7 | 4 |
| 8 | 5 |

18 Progression through Pay Points

18.1 Unless otherwise accommodated, progression for all nursing 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 1,786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained within Schedule A to this Agreement.

19 Allowances

19.1 Clothing and equipment:

- (a) Employees are required by the employer to wear uniforms as directed.
- (b) The employer will pay employees, a uniform allowance and laundry allowance at the rate set out in of Schedule C per week.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.
- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

19.2 Meal allowances on overtime

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the following rates:
 - (i) For Nursing classifications - Schedule C
 - (ii) Aged Care Classifications – Schedule C
- (b) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.

- (c) provided that where such overtime work completed by an employee exceeds four hours a further meal allowance at the rate set out in Schedule C will be paid.

19.3 Clause 19.2 will not apply when an employee could reasonably return home for a meal within the meal break.

19.4 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 set out in Schedule C.
 - (ii) between rostered shifts or ordinary hours on a Saturday– the amount set out in Schedule C.
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work– the amount set out in Schedule C.
- (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.

19.5 Travelling, transport and fares

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

19.6 Continuing Education Allowance (Nursing classifications only)

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.

- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Schedule C.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Schedule C.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Schedule C.
- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Schedule C.
- (k) The allowances set out in sub-clauses subclauses (g), (h), (i) and (j) are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

19.7 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 his or her appropriate salary, whilst so in charge, the per shift allowance set out in Schedule C .
- (b) This sub-clause shall only apply to registered nurses in A 6.1 of Schedule A.

19.8 Leading hand allowance (Aged Care Employee Classifications only)

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

| Leading hand in charge of - | Weekly allowance |
|------------------------------------|-------------------------|
| 2-5 other employees | As per Schedule C |
| 6-10 other employees | As per Schedule C |
| 11-15 other employees | As per Schedule C |

This allowance will be part of salary for all purposes of this agreement.

- (c) 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.

19.9 **Nauseous work allowance (Aged Care Classifications only)**

- (a) The allowance set out in Schedule C per hour or part thereof will be paid to an employee in any aged care classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification.

19.10 **Team Leader Allowance (Assistants in Nursing only)**

- (a) A Team Leader is an AIN who holds a relevant Certificate IV or other appropriate qualifications/ experience acceptable to the Employer.
- (b) A Team Leader will mentor, lead and supervise the work of other care staff (AINs and/or aged care classifications) as rostered by the Employer.
- (c) A Team Leader will be paid an hourly allowance as per Schedule C

20 **Payment of Wages**

- 20.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 20.2 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.
- 20.3 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 upon the next pay cycle day.
- 20.4 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.

21 **Superannuation**

21.1 **Superannuation legislation**

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation

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

- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

21.2 **Employer contributions**

- (a) An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

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 21.5.
- (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 21.2 and 21.4 no later than 28 days after the end of the month in which the deduction authorised under clauses 21.2 or 21.4(a) was made.

21.4 **Superannuation fund**

- (a) Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 21.1(a) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21 and pay the amount authorised under clauses 21.2 and 21.4(a) to one of the following superannuation funds:
 - (i) Health Employees Superannuation Trust of Australia (HESTA), which offers a MySuper product;
 - (ii) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

22 Salary Packaging to Superannuation (Only)

- 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 packing 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.

23 Hours of Work

23.1 Ordinary Hours of Work

- (a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per 4 week period, and will be worked in a period of 28 calendar days of not more than 20 work days in roster cycle; or
- (b) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (c) The hours of work on any day will be continuous except for meal breaks.

23.2 Span of Hours

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shift worker is an employee who works ordinary hours outside the day worker span of hours.

23.3 Rostered Days Off

- (a) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

23.4 Rest breaks between Rostered Work

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

23.5 Rosters

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

23.6 Saturday and Sunday Work

- (a) Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period
- (b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- (c) Casual employees will be paid in accordance with clauses 23.6 (a) and (b). For Aged Care Employees, the rates prescribed in clauses 23.6(a) and(b) will be in substitution for and not cumulative upon the casual loading prescribed in clause 13.6
- (d) These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at Clause 25 – Shift work.

23.7 Breaks

- (a) **Meal breaks**

- (i) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
 - (ii) Where an employee is required to remain available for duty during a meal break, the employee will be paid an 'on call during meal break allowance' as provided for in Item 41 in Schedule E, provided such that only one allowance shall be payable in any period of 24 hours. If an employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.
- (b) **Tea breaks**
- (i) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
 - (ii) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
 - (iii) Tea breaks will count as time worked.

24 Overtime

24.1 Overtime penalty rates

- (a) Nurses: Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 23 are to be paid as follows:
 - (i) Monday to Saturday (inclusive)–time and a half for the first two hours and double time thereafter;
 - (ii) Sunday–double time;
 - (iii) Public holidays–double time and a half.
- (b) Aged Care employees: sub-clause (a) above shall apply, except that all overtime worked on a Saturday will be paid at double time.

24.2 Overtime penalties as prescribed in clause 24.1(a) do not apply to Registered Nurses Levels 4 and 5.

24.3 Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 23.6-Saturday and Sunday work, clause 25- Shiftwork and clause 28 – Public Holiday.

24.4 Part time employees

- (a) Part-time employees will be paid overtime in accordance with the rates in clause 24.1, in the following circumstances:
- (b) All time worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be overtime.
- (c) For Nurses, all time worked in excess of the rostered daily ordinary full-time hours will be overtime.
- (d) For Aged Care Employees, subject to clause 13.4(c), time worked in excess of their rostered hours on any one day will be overtime.

24.5 Time off instead of payment for overtime

- (a) By mutual agreement, an employee may be compensated by way of time off instead of payment of overtime (equivalent to the overtime payment that would have been made eg 2 hours worked at the rate of time and a half equates to 3 hours' time off) on the following basis:
 - (i) Time off instead of payment for overtime must be taken at overtime rates within three months of it being accrued.
 - (ii) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, or on termination of employment for any reason, it is to be paid out at the appropriate overtime rate base on the rates of pay applying at the time payment is made.
 - (iii) An employee cannot be compelled to take time off instead of overtime.

24.6 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, 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 an absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- (d) Notwithstanding, 10 hours in the above sub-clauses of clause 24.6 may be reduced by mutual agreement to a period of no less than 8 hours.

24.7 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.

24.8 Recall to work when on call

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

24.9 Recall to work when not on call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is

recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

- (c) An employee who is recalled to work will not be obliged to work for four hours if the work for which the employee was recalled is completed within a shorter period.

25 Shift Work

25.1 Shift penalties

- (a) Employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate, for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6:00 am or finish subsequent to 6:00pm.
 - (i) 10% for afternoon shift commencing after 10:00 a.m. and before 1:00 p.m.
 - (ii) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
 - (iii) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
 - (iv) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m
- (b) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23.6—Saturday and Sunday work, clause 28—Public holidays and clause 24 – Overtime applies.
- (c) The provisions of this clause do not apply to Registered Nurse Levels 4 and 5.

26 Higher Duties

- 26.1 An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
 - (a) the time so worked for two hours or less; or
 - (b) full day or shift where the time so worked exceeds two hours.
- Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

27 Annual Leave

- 27.1 Annual leave is accumulated and accessed in accordance with the NES and subject to the following provisions:
- 27.2 **Quantum of annual leave for Nursing Staff**
 - (a) Annual leave on full pay is to be granted in accordance with the NES as follows:

| Employment Type | Weeks of Annual Leave |
|------------------------|-----------------------|
| Full time employee | 5 weeks |
| Full time shift worker | 6 weeks |
| Part time employee | 5 weeks |
| Part time shift worker | 6 weeks |

- (b) For the purposes of this subclause, a shift worker is an employee who is regularly rostered over seven days a week and regularly works on weekends.

27.3 Quantum of annual leave for Aged Care Staff

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:

| Employment Type | Weeks of Annual Leave |
|------------------------|-----------------------|
| Full time employee | 4 weeks |
| Full time shift worker | 5 weeks |
| Part time employee | 4 weeks |
| Part time shift worker | 5 weeks |

- (b) For the purposes of this subclause, a shift worker is an employee who
 - (i) works more than four ordinary hours on 10 or more weekends in an anniversary year; and / or
 - (ii) is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined.

27.4 Taking of leave

- (a) The taking of annual leave is based on mutual agreement. The employer will not unreasonably refuse to a request to take a period of annual leave.
- (b) Where an employee has accrued excessive annual leave (being twice the employee’s annual leave accrual), the Employer may require the employee to take such leave at a time directed by the Employer. Any such direction by the Employer for an employee to take a period of annual leave must:
 - (i) relate to a minimum period of leave of one week;
 - (ii) provide at least 8 weeks’ notice; and
 - (iii) ensure the employee maintains a balance of at least six weeks annual leave.

27.5 Payment for annual leave

- (a) 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. The employee may request to be paid for an annual leave period in full at the start of the annual leave period.

27.6 Cashing out of Annual Leave

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

27.7 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay during a period of annual leave.
- (b) During a period of annual leave, shift workers, 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.

27.8 Payment of annual leave on termination

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

28 Public Holidays

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

28.2 Payment for work done on public holidays:

- (i) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at Clause 27.7
- (ii) The election in clause 28.2(i) 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.
- (iii) 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.

- (b) For the purposes of this agreement, the following shall be deemed to be public holidays:
 - (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday, Easter, Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.

28.3 Public Holiday Substitution – State Law

- (a) 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 clause 28.2(b), then the substituted day or part-day is the public holiday.
- (b) Subject to subclause 28.2(b), any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (c) In addition to those named public holidays specified in clause 28.2(b), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur 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 gazetted public holiday for that calendar year;
- (d) In any one year, where an “additional” public holiday or half public holiday is proclaimed and applied in addition to those Public Holidays named within the NES, this subclause shall not apply. To be clear, an “additional” public holiday is not to be mistaken for a “substitute” day.

28.4 Public holiday substitution

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

28.5 Public holidays occurring on rostered days off

- (a) All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.

28.6 Part-time employees

- (a) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (b) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

28.7 Casual employees

- (a) A casual employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
- (b) Payments under clause 28.2 are instead of and replace and are in lieu of any casual loading otherwise payable under this agreement.

29 Ceremonial Leave – for Employees of Aboriginal and Torres Strait Island Descent

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

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

- 30.1 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.

31 Long Service Leave

- 31.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW).

31.2 Quantum of Long Service Leave

- (a) The following amounts are in substitution for entitlements under the Long Service Leave Act 1955 (NSW), Every employee after 10 years' continuous service with the same employer shall be entitled to 2 months long service leave on full pay. After 15 years' continuous service to an additional one month long service on full pay, and for each five years continual service thereafter to an additional one and one-half months' long service leave on full pay rather than 4.333 weeks as prescribed by the Long Service Leave Act 1955 (NSW).

31.3 Taking of Long Service Leave

- (a) The employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the facility, or, where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) In such a case, where the employer and employee agree to postpone the taking of leave, the employee may, subject to mutual agreement, 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) Under this Agreement, an employee will be able to apply to take long service leave after five years of continuous service. In order to access this leave, the employee must provide at least 6 months' notice of the proposed leave period.

- 31.4 For the purposes of this clause:

- (a) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account, and:
- (b) Continuous service shall be deemed not to have been broken by:
 - (i) Absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - (ii) Any period of absence on leave without pay not exceeding six months, excluding Parental Leave

One month equals four and one-third weeks.

31.5 Subject to clause 31, 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,
 - (iii) 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.

32 Community Service Leave

32.1 Community service leave is provided for in the NES.

33 Parental Leave

33.1 Parental leave is provided for in the NES and as per the Commonwealth Paid Parental Leave Scheme.

33.2 In addition to the above, an employee who is eligible to take parental leave under the NES will be entitled to one of the following types of leave at the base rate of pay.

- (a) Primary Care Giver Leave - four (4) weeks employer paid Primary Care Giver leave; or
- (b) Partner Leave - two (2) weeks employer paid Partner Leave.

33.3 The leave in clause 33.2 must commence:

- (a) no later than the birth of the child / adoption of the child; or
- (b) immediately after the Commonwealth Paid Parental Leave Scheme.

34 Training for Nurses

34.1 Each employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.

- 34.2 Each employer may make training available to nurses other than Nursing Assistants to assist those employees to maintain professional registration or endorsement.
- 34.3 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.
- 34.4 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of in-service training attended by the employee.
- 34.5 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) attendance at such training shall be paid at ordinary rates and shall be treated as time worked for the purposes of the Agreement.
 - (d) Attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.

35 Attendance at Meetings and Fire Drills / Mandatory Training

- 35.1 Subject to clause 35.3, an employee required to attend training outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices.
- 35.2 Subject to clause 35.3, any employee required to attend Workplace Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings.
- 35.3 Where practicable, the Employer will deliver the above training / meetings within the employees' ordinary hours of work. Where this is not practicable, up to 8 hours of mandatory training per year may be held outside an employee's ordinary hours and be paid at the employee's base rate of pay. Mandatory training that falls outside an employee's ordinary hours and is in excess of 8 per year, shall be paid at the applicable overtime penalty rate. The minimum engagement for training that is outside an employee's ordinary hours will be 2 hours.

36 Leave to deal with Family and Domestic Violence

- 36.1 This clause applies to all employees, including casuals.
- 36.2 Definitions
- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2(a) includes a former spouse or de facto partner.

36.3 Entitlement to leave

- (a) An employee is entitled to 5 days' paid, and where required, a further 5 days' unpaid, leave (all leave is unpaid for casual employees) to deal with family and domestic violence, as follows:
- (i) the leave is available in full at the start of each 12 month period of the employee's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual employees.
- (b) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the Employer.

36.4 Taking leave to deal with family and domestic violence

- (a) An employee may take leave to deal with family and domestic violence if the employee:
- (i) is experiencing family and domestic violence; and
 - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- (b) The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

36.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service. Paid leave will count as service.

36.6 Notice and evidence requirements

- (a) Notice

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.
- (b) Evidence
- (i) An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.
 - (ii) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

36.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6, is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 36 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

The Employer acknowledges that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer and employee may consult about the handling of sensitive information.

36.8 Compliance

An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.

37 Union Representative Leave

- 37.1 The employer recognises the right of all employees to join a union, to access union representation and to participate collectively in workplace issues.
- 37.2 The employer will recognise union representative(s) upon written notification from each of the union/s.
- 37.3 Union representative(s) will be released from work to attend union business in accordance with the following:
 - (a) up to a maximum of three (3) days per calendar year (1 January to 31 December) per Representative for the totality of all applications of trade union, union representative training leave, attendance at union conferences, meetings and courses provided that:
 - (b) the courses are directed to the enhancement of a more productive, aware and harmonious workplace environment;

- (c) at least four (4) weeks" notice is provided to the employer;
- (d) the approval of leave must have regard to the operational requirements of the employer;
- (e) the union representative provides evidence of attendance to the employer when requested; and
- (f) subject to operational requirements an employer shall not unreasonably refuse such a request.

37.4 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.

Schedule A - Nursing Classification Definitions

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. For the purpose of yearly progression based on service and experience a full time employee must complete 1976 hours, or in the case of a part-time or casual employee 1,786 hours, of experience, 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.

Nursing Care

Nursing care means:

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

A.1 Nursing Assistant Year 1, Year 2, Year 3 and Experienced (Thereafter)

Nursing Assistants also otherwise known as Assistants in Nursing, provide nursing, care and other duties under the direction of a Registered Nurse or Enrolled Nurse. Experienced Nursing Assistants are those classified at thereafter level

The primary role of Nursing Assistants in nursing and care contexts is to observe and report to their supervising nurse about the processes involved in delivering services and the outcomes of that intervention or service.

Where specific nursing tasks or responsibilities have been appropriately delegated to the Nursing Assistant, the Nursing Assistant should make their supervising nurse aware of any impediment to carrying out the delegation.

Such employee does not hold a Certificate III and/or Certificate IV qualification.

Indicative tasks/skills include but are not limited to the following:

- Report promptly any observed changes or concerns in resident's health status;
- Assist in the provision of quality nursing and personal care under supervision and direction as outlined in the care plan and other relevant documentation;
- Complete documentation as required;
- Exercise discretion and judgement within their level of skill and training;
- Attend training as directed; work in collaboration with the care team;
- Be actively involved in continuous improvement.

Experienced Nursing Assistants who have completed the relevant medication module of the Certificate IV in Aged Care (currently titled Administer and monitor medications) may administer medication to residents. They may also be required to assist residents with medications within a delegated or assigned range of duties, subject to legislative requirements.

A.1.1 Nursing Assistant – Certificate III / Certificate IV

An employee at this level is a holder of a Certificate III or Certificate IV relevant to the position. An employee at this level is expected to perform all the tasks of a Nursing Assistant.

Nursing Assistants who hold a Certificate III/ Certificate IV and who have completed the relevant medication qualification to administer medication may be also required to assist residents with medications within a delegated or assigned range of duties, subject to legislative requirements.

A.4 Enrolled Nurses (with Notation)

Enrolled Nurse (with Notation) means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation “*does not hold a Board Approved qualification in medicines administration*”.

An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse however is not authorised to administer medication.

A.4.1 Enrolled Nurse (with Notation) Pay point 1

(a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.

(b) An employee will be appointed based on training and experience including:

having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill Indicators

- The employee has limited or no practical experience of current situations; and

The employee exercises limited discretionary judgment, not yet developed by practical experience.

A.4.2 Enrolled Nurse (With Notation) Pay point 2

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

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

having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN;

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

Skill Indicators

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

- A developing ability to recognise changes required in nursing activity and in consultation with the RN, implements and record such changes, as necessary;
- An ability to relate theoretical concepts to practice; and/or

Requiring assistance in complex situations and in determining priorities.

A.4.3 Enrolled Nurse (With Notation) Pay point 3

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

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

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

Skill Indicators

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

- 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 specialised area of practice; and/or

Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.4.4 Enrolled Nurse (With Notation) Pay point 4

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:

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

Skill Indicators

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

- Speed and flexibility in accurate decision making;
- Organisation of own workload and ability to set own priorities with minimal direct supervision;
- Observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or

Communication and interpersonal skills to meet psychosocial needs of individual/groups.

A.4.5 Enrolled Nurse (With Notation) Pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:

Not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and

The undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

Skill Indicators

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

- Contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- Responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and

Efficiency and sound judgment in identifying situations requiring assistance from an RN.

A.5 Enrolled Nurse

An Enrolled Nurse is a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication.

The employee will progress to pay point 2 following one year of practical experience in the provision of nursing care and/or services.

The employee will progress to pay point 3/thereafter following one further and any subsequent years of practical experience in the provision of nursing care and/or services.

A.5.1 Enrolled Nurse Specialist (Employer Appointed Position)

Enrolled Nurse Specialist is an employer appointed position.

Enrolled Nurse Specialist means an Enrolled Nurse with an Advanced Certificate qualification and a minimum three years full time equivalent experience in the relevant clinical area.

A.6 Registered Nurse

A Registered Nurse is a nurse who holds current registration as a registered nurse with the Board.

A.6.1 Registered Nurse Level 1 (RN1)

An employee appointed at this level performs their duties: According to their level of competence; and under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.

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;

- 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.6.2 Registered nurse Level 2 (RN2)

An employee appointed at this level may be an RN, CNS or CNE:

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

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 and student nurses;
- 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.

Clinical Nurse Specialist (Employer Appointed Position)

In residential aged care facilities where there are 250 or more beds:

A Registered Nurse with specific post registration qualifications and twelve months experience working in the clinical area of the employee's specified post registration qualification; or a Registered Nurse with four years' post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

In residential aged care facilities where there are less than 250 beds:

A Registered Nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their post registration qualification.

Clinical Nurse Educator (Employer Appointed Position)

Means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes for the Employer.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education and may also be responsible for the orientation of new employees.

Nothing in this classification definition shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

A.6.3 Registered Nurse Level 3 (RN3)

An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

An employee appointed at this level:

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

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:

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.

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.

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;

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.6.4 Registered Nurse Level 4 (RN4)

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).

An employee appointed at this level:

Holds any other qualification required for working in the employee's particular practice setting; and is appointed as such by a selection process or by reclassification

from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

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

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.

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.

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.6.5 Registered Nurse Level 5 (RN5)

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

An employee appointed at this level:

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

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

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 for the health unit and for coordination of the nursing service of the health unit;
- Participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- Providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- Providing leadership and role modelling, in collaboration with others, particularly in the areas
of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- Managing the budget of the nursing division of the health unit;
- Ensuring that nursing services meeting changing needs of clients or patients 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

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 1976 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in clause Schedule B—Classification Definitions and knowledge gained through experience in the practice settings over such a period.

Progression from Aged Care Level One

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

An employee at Aged Care Level One will only be eligible for progression to Aged Care Level

Two if, the employee:

- (a) has completed three months continuous employment; and
- (b) has performed basic duties.

The following are the Aged Care Classifications:

B.1 Aged care employee - level 1

Entry level:

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

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training. Indicative tasks performed at this level are:

General and administrative services Food services

General clerk

Laundry hand

Cleaner

Assistant gardener

B.2 Aged care employee - level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;

- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

| General and administrative services | Food services | Personal care |
|---|-------------------------|------------------------------|
| General clerk/Typist (between 3 months and less than 1 years service) | Food services assistant | Personal care worker grade 1 |
| Laundry hand | | |
| Cleaner | | |
| Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton) | | |

B.3 Aged care employee - level 3

An employee at this level:

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

In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

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

B.4 Aged care employee - level 4

An employee at this level:

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

In the case of a Personal care worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

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

B.5 Aged care employee - level 5

An employee at this level:

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

Indicative tasks performed at this level are:

| General and administrative services | Food services | Personal care |
|--|----------------------|------------------------------|
| Secretary interpreter (unqualified) | Chef | Personal care worker grade 4 |

B.6 Aged care employee - level 6

An employee at this level:

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

Indicative tasks performed at this level are:

| General and administrative services | Food services |
|--|----------------------|
|--|----------------------|

Maintenance tradesperson Senior chef
(advanced)

Gardener (advanced)

B.7 Aged care employee - level 7

An employee at this level:

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

Indicative tasks performed at this level are:

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

Schedule C – Lifestyle employees

1.1 Lifestyle Assistant Level 1

- (a) Means a person employed in an Aged Care Residence to provide and assist with the coordination of lifestyle activities to residents.
- (b) Such an employee does not possess any accredited training but agrees to commence further studies to obtain relevant qualifications in the aforementioned study areas if required.
- (c) An employee at this level shall perform a range of tasks in line with their position description or duties list or otherwise assigned within the conditions of this agreement and shall have obtained proficiency necessary to perform work at this level.

1.1.1 An employee at this level is required to:

- (a) Understand and actively model IBIS Care values and models of care and services; and
- (b) Exercise discretion and judgment within their level of skill and training; and
- (c) Attend training as directed; and
- (d) Work with the lifestyle and care team under direct or indirect supervision of the Lifestyle Coordinator and demonstrate an understanding of required standards and actively participate in the implementation of those standards; and
- (e) Be actively involved in continuous quality improvement.

1.1.2 Indicative tasks/skills of this level may include but are not limited to the following:

- (a) Assistance in the creation and facilitation of social and leisure activities and events for residents as outlined in residents' individual leisure plans and other documentation, and under the supervision and direction of the Lifestyle Coordinator; and
- (b) Assistance and support to all other staff as they facilitate social and leisure activities and events; and
- (c) Provision of information relevant to the development of leisure plans by the Lifestyle Coordinator; and
- (d) Prompt reporting to the responsible registered nurse any observed changes or concerns in each resident's health status; and
- (e) Completion of documentation as required; and

- (f) Assistance with the orientation and support of volunteers as appropriate; and
- (g) Participation in workplace health and safety, infection control and other training as required.

1.2 Lifestyle Assistant Level 2

- (a) Means a person employed in an Aged Care Residence to provide and assist with the coordination of lifestyle activities to residents.
- (b) Such an employee shall have obtained a Certificate IV in Leisure and Health (or equivalent, for instance, a qualification in community development or arts), previously Certificate III Aged Care or equivalent.
- (c) An employee at this level shall perform a range of tasks in line with their position description or duties list or otherwise assigned within the conditions of this agreement and shall have obtained proficiency necessary to perform work at this level.

1.2.1 An employee at this level is required to:

- (a) Understand and actively model IBIS Care values and models of care and services; and
- (b) Have met all requirements required of a Lifestyle Assistant Level 1; and
- (c) Have obtained 12 calendar months' relevant significant industry experience; and
- (d) Have gained proficiency, further qualifications and/or training to perform work at this level.

1.2.2 Indicative tasks/skills of this level may include but are not limited to the following:

- (a) Indicative tasks/skills as required by a Lifestyle Assistant Level 1; and
- (b) Development of group and one-on-one social and leisure activities and events under the direction of the Lifestyle Coordinator; and
- (c) Administration of leisure assessments as directed by the Lifestyle Coordinator; and
- (d) Assistance in developing the social and leisure monthly calendar as directed by the Lifestyle Coordinator; and
- (e) Assistance in evaluating the lifestyle and activity programs as directed by the Lifestyle Coordinator; and
- (f) Assistance in regular leisure plan evaluations as directed by the Lifestyle Coordinator; and
- (g) Participation in training and competencies on commencement of employment at that level, and/or on an ongoing basis which may include (but may not be limited to) the following topic areas:

- (i) Dementia/sensitive care.

1.3 Lifestyle Coordinator

- (a) Means a person employed in an Aged Care Residence to provide and assist with the coordination of lifestyle activities to residents.
- (b) Such an employee shall have obtained a minimum of a Diploma or Associate Degree in Leisure and Health (or equivalent, or instance, a qualification in community development, arts or aged care).
- (c) An employee at this level shall perform a range of tasks in line with their position description or duties list or otherwise assigned within the conditions of this agreement and shall have obtained proficiency necessary to perform work at this level.

1.3.1 An employee at this level is required to:

- (a) Understand and actively model IBIS Care values and models of care and services; and
- (b) Have met all requirements required of a Lifestyle Assistant Level 2; and
- (c) Have obtained 12 calendar months' relevant significant industry experience; and
- (d) Have gained proficiency, further qualifications and/or training to perform work at this level.

1.3.2 Indicative tasks/skills of this level may include but are not limited to the following:

- (a) Indicative tasks/skills as required by a Lifestyle Assistant Level 2; and
- (b) Management and Coordination of the Lifestyle Department; and
- (c) Direction, delegation, supervision and leading of Lifestyle Assistants and volunteers; and
- (d) Direction, delegation, supervision and leading of care staff in relation to lifestyle activities as directed by the General Manager; and
- (e) Provision of training (which may include the conduct of competency assessments) and mentoring to less senior staff as required; and
- (f) Development of group and one-on-one social and leisure activities and events; and
- (g) Administration of leisure assessments; and
- (h) Development of social and leisure monthly calendars; and

- (i) Evaluation of the lifestyle and activity programs; and
- (j) Regular evaluation of individual leisure plans; and
- (k) Coordination of all external services and budgets relevant to the Lifestyle Department; and
- (l) Photographing and reporting on key events, residents and other relevant happenings at the residence (and in accordance with IBIS Care policies and procedures); and
- (m) Organisation and facilitation of family and wider community involvement including resident and relative meetings; and
- (n) Participation in training and competencies on commencement of employment at that level, and/or on an ongoing basis.

Schedule D – Allowances

| Item | Allowance | Clause Number | 01/01/2019 | 01/07/2019 | 01/07/2020 | 01/07/2021 |
|------|---|---------------|------------|------------|------------|------------|
| 1 | Uniform Allowance when uniform is not supplied [excluding nursing classifications] Per shift or part thereof | 19.1(b) | 1.5419 | 1.5727 | 1.6278 | 1.6848 |
| 2 | Laundry Allowance [excluding nursing classifications] Per shift or part thereof | 19.1(b) | 0.3940 | 0.4019 | 0.4159 | 0.4305 |
| 3 | Uniform Allowance when uniform is not supplied [Nursing Classifications Only] – includes payment for shoes, cardigan, stockings, socks etc Per hour | 19.1(b) | 0.3800 | 0.3876 | 0.4011 | 0.4152 |
| 4 | Laundry Allowance [Nursing Classifications Only] Per hour | 19.1(b) | 0.1333 | 0.1359 | 0.1407 | 0.1456 |
| 5 | On Call during meal break Allowance (Nursing classifications only) per shift | 23.7(ii) | 11.4127 | 11.6410 | 12.0484 | 12.4701 |
| 6 | Continuing Education Allowance (Nursing classifications only) | 19.7 | | | | |
| 7 | RN - post grad certificate in clinical field (per week or part thereof) | 19.7(g) | 19.8455 | 20.2424 | 20.9509 | 21.6842 |
| 8 | RN - post grad diploma or degree in clinical field (per week or part thereof) | 19.7(h) | 33.0678 | 33.7292 | 34.9097 | 36.1316 |
| 9 | RN - relevant master's degree or doctorate in clinical field (per week or part thereof) | 19.7(i) | 39.6790 | 40.4726 | 41.8891 | 43.3552 |
| 10 | EN - certificate IV qual in a clinical field (per week or part thereof) | 19.7(j) | 13.2223 | 13.4868 | 13.9588 | 14.4474 |
| 11 | In-Charge Allowance (Nursing Classifications only) per shift | 19.7 | 23.6357 | 24.1084 | 24.9522 | 25.8256 |
| 12 | Nauseous work allowance per hour | 19.1 | 0.4600 | 0.4692 | 0.4856 | 0.5026 |

| | | | | | | |
|-----------|--|---------|---------|---------|---------|---------|
| 13 | Tool Allowance [Aged Care Classifications] per week or part thereof | 19.1(d) | 13.7199 | 13.9943 | 14.4841 | 14.9911 |
| 14 | Travel Allowance (Nursing staff) per km | 19.5 | 0.9229 | 0.9413 | 0.9743 | 1.0084 |
| 15 | Travel Allowance (Aged Care staff) per km | 19.5 | 0.9229 | 0.9413 | 0.9743 | 1.0084 |
| 16 | Leading Hand Allowance 2 to 5 employees (per week or part thereof) | 19.8 | 24.3200 | 24.8064 | 25.6746 | 26.5732 |
| | 6 to 10 employees (per week or part thereof) | | 34.5800 | 35.2716 | 36.5061 | 37.7838 |
| | 11 to 15 employees (per week or part thereof) | | 44.0800 | 44.9616 | 46.5353 | 48.1640 |
| 17 | Meal Allowance on overtime - nurses | 19.2 | 12.8800 | 13.1376 | 13.5974 | 14.0733 |
| 18 | Meal Allowance on overtime – aged care | 19.2 | 12.8800 | 13.1376 | 13.5974 | 14.0733 |
| 19 | On Call Monday to Friday (nursing staff only) per 24 hours or part thereof | 19.4 | 21.4400 | 21.8688 | 22.6342 | 23.4264 |
| 20 | On Call Saturday (nursing staff only) per 24 hours or part thereof | 19.4 | 32.3000 | 32.9460 | 34.0991 | 35.2926 |
| 21 | On call Sundays, PHs (nursing staff only) per 24 hours or part thereof | 19.4 | 37.6800 | 38.4336 | 39.7788 | 41.1710 |
| 22 | Team Leader (AIN only) First 6 months | 19.1 | 1.0000 | 1.0300 | 1.0609 | 1.0927 |
| | 6 – 18 months | | 2.0000 | 2.0600 | 2.1218 | 2.1855 |
| | 18 months+ | | 4.0000 | 4.1200 | 4.2436 | 4.3709 |

I am authorised to sign this Agreement on behalf of Blakehurst Aged Care Services Pty Limited



Jason Plehn

Managing Director

SIGNATURE

PRINT NAME

AUTHORITY TO SIGN / TITLE

Address: 20 Cheddar St Blakehurst NSW 2221

Date 19 / 12 / 2018

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

SIGNATURE

PRINT NAME

AUTHORITY TO SIGN / TITLE

Address:

Date

Brett Holmes

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

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

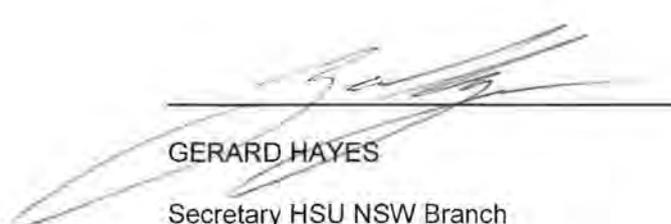
O'Bray Smith
President
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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



GERARD HAYES

Secretary HSU NSW Branch

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

Date: 24/12/18

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