



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Inala
(AG2014/826)

INALA ENTERPRISE AGREEMENT 2014

Social, community, home care and disability services

DEPUTY PRESIDENT BOOTH

SYDNEY, 13 MAY 2014

Application for approval of the Inala Enterprise Agreement 2014.

[1] An application has been made for approval of an enterprise agreement known as the *Inala Enterprise Agreement 2014* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Inala. The agreement is a single-enterprise agreement.

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

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

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 May 2014. The nominal expiry date of the Agreement is 31 December 2016.



DEPUTY PRESIDENT

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INALA ENTERPRISE AGREEMENT

2014

Inala

A **Rudolf Steiner** organisation
*supporting individuals
living with disabilities*

INALA ENTERPRISE AGREEMENT

2014

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SECTION 1 OVERVIEW

1.1 TITLE

This Agreement will be known as the Inala Enterprise Agreement 2014.

1.2. Parties to the Agreement

This Enterprise Agreement is made in accordance with the provisions of section 172 of the Fair Work Act 2009 (Cth), (the Act) and applies to all employees, excepting the Chief Executive Officer and the Senior Executive Team of Inala and also excepting Supported Employees [who will continue to be covered by the Supported Employment Services Award 2010 (MA000103), located at various sites in the metropolitan area of Sydney , who fall within the coverage of the Social, Community, Home Care and Disability Services Industry Award 2010 (MA000100) and the Nurses Award (MA000034). This Agreement was negotiated by Inala and its Employee representatives, including the NSW Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch.

1.3. Commencement and Duration

This Agreement shall come into effect seven days after approval by the Fair Work Commission and shall remain in force until 31 December 2016.

1.4. The National Employment Standards and this Agreement

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

1.5 Duress

This agreement was not entered into under duress by any party to it.

1.6 Definitions

"Act" means the Fair Work Act 2009 (Cth) (Fair Work Act).

"Agreement" means this Enterprise Agreement.

"Casual Employee" means an Employee who is engaged and paid by the hour pursuant to clause 3.4 of this Agreement.

"Company" means Inala

"Development Learning" means an Employee who is receiving training

on how to perform the duties and responsibilities of a position.

"Employee" means any person employed by the Company who during the term of this Agreement occupies one of the positions described in the Schedule A to this Agreement as well as any other new positions that may be created during the term of the Agreement.

"Employee Representatives" mean the Employees elected by the Employees to negotiate and sign this Agreement on their behalf.

"Four-week period" means one of 13 four-week periods into which each year will be divided as determined by the Company.

"Full-time Employee" means an employee who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 3.3.

"Inala's Evaluation System" means the job evaluation system in place at the time of approval of the Enterprise Agreement or other similar system adopted by the Company, from time to time.

"NES" means the National Employment Standards made under the Fair Work Act.

"Normal Hourly Rate of Pay" means the hourly rate of pay (rounded to the nearest cent) calculated for the relevant Employee according to the following formula:

Normal Hourly Rate of Pay = $\frac{\text{Base Weekly Salary Rate}}{38}$

38

"Part-time Employee" means an employee who is engaged to work less than 38 hours per week or an average of less than 38 hours per week pursuant to clause 3.4.

"Policies and Procedures" means the Company's policies and procedures applicable from time to time.

"Performance Review and Development System" means the process of performance appraisal in accordance with the Company's Performance Review and Development policy.

"Total Remuneration to an Employee" means the Base Salary Rate plus superannuation, allowances and any other fringe benefits agreed with the Employee.

"Union" means the NSW Nurses & Midwives' Association (NSWNMA) and Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch).

1.7 Purpose and Scope

1.7.1 Goals

This Agreement will support the establishment of an environment where all Employees work together to achieve the corporate goals of the Company, thereby securing positive outcomes for the Company, its Employees, its clients and customers.

A copy of the Company's goals will be displayed prominently throughout the workplace.

1.7.2 Values

The parties are committed to the following Values as a means of achieving the goals:

- Mutual respect and trust in our working relationships;
- An environment in which our Employees are encouraged to achieve their potential excellence in client relationships;
- The power of teamwork;
- The importance of ethical behaviour;
- A sense of urgency;
- Consistent communication that is always honest and transparent;
- Continuous improvement, development and learning;
- Individual ownership of Company decisions and actions;
- Commercially sustainable environmental practices;
- A safe environment for our Employees, clients and customers.

1.7.3 Information Sharing/Communication

The parties agree to work together to develop and maintain a two-way flow of information.

The Company will share the following information:

- (a) The Company's strategic direction, corporate goals and the role of each Employee in achieving the goals.
- (b) Current performance in achieving the above will be communicated to Employees by way of access to the company's annual report.

1.8 Parties Bound

1.8.1 The parties to this Agreement are the Company, the Union and all Employees from time to time employed by the Company in the classifications listed in Schedules B & C to this Agreement.

1.8.2 This Agreement is a stand-alone Agreement that wholly regulates the terms and conditions of employment of the Company's Employees and supersedes and prevails over the provisions of all previous Industrial Instruments.

1.9 Binding on Successors

This Enterprise Agreement is binding on each successor to the Company.

SECTION 2: THE OPERATING ENVIRONMENT

2.1 Policies and Procedures

A range of employment related matters may be regulated by Company policies and procedures. These Policies and Procedures may change, as the Company considers necessary, following consultation with the Employee Representatives. Employees agree to be bound by and comply with these Policies and Procedures; however they do not form part of this Enterprise agreement.

2.2 Code of Conduct

All Employees will comply with the Company's Code of Conduct, which establishes minimum standards of behaviour expected of Employees. The Code of Conduct provides a guide to solving ethical and behavioural issues that may arise from time to time. If the Code does not provide sufficient help or information, Employees should consult their supervisor or other senior officer.

2.3 Job Evaluation

2.3.1 In addition to any Job Evaluation conducted under Clause 2.4, the Company may conduct an evaluation of any position:

- (a) upon a vacancy occurring in that position, or
- (b) upon the creation of a new position not included in the Schedule, or
- (c) upon any significant change to the duties or responsibilities of a position, or
- (d) at the request of an Employee

2.3.2 The Company will inform Employees of the method used to undertake the evaluation and any applicable market salary survey information.

2.4 Performance Review and Development System

- 2.4.1 Each Employee shall have their performance reviewed in accordance with the Company's Performance Review and Development System.
- 2.4.2 These reviews will help Employees focus on the Company's goals by developing individual and team objectives linked to the Company's Corporate Plan.
- 2.4.3 The reviews acknowledge, develop and reward individual performance including reward for outstanding performance; identify development and training plans; provide an opportunity for Employee input; and promote team work, customer service and other values and attributes which are important to the Company's success and Employee satisfaction and development.
- 2.4.4 Where the Company has concerns about the conduct or performance of an Employee that Employee will be subject to a formal counselling procedure before termination can take place in accordance with the Company's Discipline and Termination Policy and procedures.

2.5 Grievance and Dispute Resolution

- 2.5.1 All parties are committed to resolving issues in accordance with the following procedure and continuing to provide service to our clients without interruption or delay. The parties shall observe the following procedure:
- 2.5.2 When a dispute arises at the workplace in connection with:
- (a) grievances of an individual Employee, or
 - (b) questions, disputes or difficulties arising under this Agreement,
- the Employee concerned will take the matter up with their supervisor.
- 2.5.3. The supervisor is to be given the opportunity to investigate the matter and provide a response to the grievance or dispute. The supervisor will advise the Employee(s) concerned of a reasonable time by which an answer will be provided and endeavour to resolve the grievance or dispute within 24 hours. If an extension beyond 24 hours is necessary, the supervisor will inform the Employee of additional time needed.
- 2.5.4. If the grievance or dispute is not resolved between the Employee(s) and the supervisor, or where the matter is of such a nature that direct discussion between the Employee(s) and the supervisor would not be appropriate, the Employee(s) will take the matter up with the CEO. If the matter involves a member of the

senior executive team the CEO may discuss the issue with the Chairman of the Board.

- 2.5.5. If the grievance or dispute has not been settled by the supervisor or Administration Manager within an agreed reasonable period, or if any party so requests, the matter will be discussed as soon as practicable between representatives of the Employee(s) and the Chief Executive Officer.
- 2.5.6. At the conclusion of this procedure, the Company must provide a response to the Employee's/Employees' grievance. If the matter has not been resolved, the response should detail reasons for not implementing any proposed remedy.
- 2.5.7. If the grievance or dispute remains unresolved the parties agree that:
- (a) the matter may be referred to an appropriate mediator, as may be agreed between the parties, for private mediation; and if mediation fails, or if a party does not agree to mediation of the unresolved dispute or grievance;
 - (b) The Fair Work Commission may be notified by either party for resolution of the dispute or grievance.
 - (c) The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and arbitration.
 - (d) Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute subject to the industrial rights of the parties.
- 2.5.8. The employer or employee may appoint another person, organisation or association, which may include the Union, to accompany and/or represent them for the purposes of this clause.
- 2.5.9 It is a condition of this Agreement that the procedures will be followed and that normal work will continue during any such procedure.
- 2.5.10 The parties in resolving a grievance or dispute agree that an Employee will not be required to be placed in an unsafe environment at the workplace; that redeployment of work will occur where possible; and that work will continue normally.

2.6 Anti-Discrimination

- 2.6.1 It is the intention of the parties to this Agreement to seek to prevent and eliminate discrimination and harassment in the workplace. This includes discrimination and harassment on the grounds of sex, race, marital status, disability, homosexuality,

transgender identity, age, pregnancy, responsibilities as a carer and any other grounds protected by the Fair Work Act 2009 and the relevant NSW and Commonwealth anti-discrimination laws.

2.6.2 Under the *Fair Work Act 2009* and the *Anti-Discrimination Act 1977* (NSW) and all relevant Commonwealth anti-discrimination legislation, it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment. Nothing in this clause is to be taken to affect:

- (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
- (b) offering or providing junior rates of pay to persons under 21 years of age;
- (c) any act or practice of a body established to propagate religion which is exempted under s 56(d) of the *Anti-Discrimination Act 1977* (NSW);
- (d) a party to this Agreement from pursuing matters of unlawful discrimination in any State or federal jurisdiction.

2.6.3 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this agreement, the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement, which, by its terms or operation, has a direct or indirect discriminatory effect.

2.6.4 This clause does not create legal rights or obligations in addition to those imposed upon the parties by the legislation referred to in this clause.

SECTION 3: OPERATING PRACTICES

3.1 Types of Employment

3.1.1 An Employee shall be employed as one of the following:

- (a) Full-time Employee;
- (b) Part-time Employee;
- (c) Casual Employee employed on an hour by hour basis;
- (d) Fixed Term Employees

3.2 Terms of Engagement

- 3.2.1 The employer shall inform each employee in writing as to the terms of their engagement, and in particular whether they are a full-time, part-time, fixed term or casual employee.
- 3.2.2 Casuals shall receive such details in writing only on their initial engagement.
- 3.2.3 The employer shall provide each employee with a job description or duty statement outlining specific duties to be performed and hours of work, upon engagement.

3.3 Full Time Employee

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 4 of this agreement.

3.4 Part-time Employee

- 3.4.1 A part-time employee is one who is engaged to work less than 38 hours per week or an average of less than 38 hours per week and who has reasonably predictable hours of work.
- 3.4.2 A part-time employee shall be paid the total remuneration for the position on a pro rata basis together with leave entitlements on a pro rata basis. Part-time employees shall be paid a minimum of two hours on each day they work.
- 3.4.3 Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the regular pattern of work will be recorded in writing.

3.5 Casual Employee

A Casual Employee shall be paid an hourly rate of one 38th of the minimum Total Remuneration for the work performed plus a loading of 25% to compensate for leave entitlements. Casual employees will be paid a minimum of two hours on each day they work.

3.6 Personal Carer's Entitlement for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause 6.8.2, casual employees are entitled to not be available to attend work, or to leave work if they need to care for a person prescribed in Clause 6.8.3 who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

3.7 Bereavement entitlements for casual employees

- (a) Subject to the evidentiary and notice requirements in Clause (6.10.2(c)) casual employees are entitled to not be available to attend work, or to leave work upon the death in Australia of a person prescribed in Clause (6.8.3).
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance
- (c) The employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not engage a casual employee are otherwise not affected.

3.8 Fixed Term Employees

3.8.1 A fixed term employee may be engaged to work on either a full-time or part-time basis for completion of a specifically funded task(s) or project; not subject to recurrent funding; or:

- (a) To relieve an employee who is undertaking a specifically funded task(s) or project for a defined period; or
- (b) To relieve in a vacant position arising from an employee taking leave in accordance with this Agreement; or
- (c) To relieve a vacant position arising from an employee taking leave without pay in conjunction with parental leave; or
- (d) For the temporary provision of specialist skills that are not available within the organisation for a specified period of time; or

- (e) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent employee;

Provided that the term shall not exceed 12 months in the case of (c) and (d) above.

- 3.8.2 A fixed term employee shall not be employed to fill a position previously held by a permanent employee except under circumstances specified in clause 3.7.1.
- 3.8.3 This Agreement shall apply to a fixed term employee except to the extent that the Agreement expressly provides that it does not apply.
- 3.8.4 When offering employment on a fixed term basis, the employer shall advise the employee in writing of the temporary nature of the employment, the actual or expected duration of employment, and that employment beyond the period is not expected.
- 3.8.5 The employer and a fixed term employee may agree to the duration of the period of employment being extended once only, provided that any extension will not exceed six months.
- 3.8.6 If a fixed term employee is subsequently appointed to a full-time or part-time position with the employer, any period of the fixed term contract completed immediately prior to the commencement of the full-time or part-time position shall be recognised as service with the employer for calculating leave entitlements, provided that the employee has not taken or received payment in lieu of those leave entitlements.
- 3.8.7 Fixed term employees shall be paid a minimum of two hours on each day they work.

3.9 Consultation

3.9.1 Introduction of Change

(a) **Employer's duty to notify**

- (i) Where the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant affects on employees, the Employer shall notify the employees who may be affected by the proposed changes and the employee representatives, which includes the Union.
- (ii) "Significant effects" include termination of employment, major changes in the composition, operation or size of the Employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or

locations and the restructuring of jobs. Provided that where the Agreement makes provisions for alterations of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

(b) Employer's duty to discuss change

(i) The Employer shall discuss with the employees affected and their representatives, the introduction of the changes referred to in clause 7.2.2 hereof, the affects the changes are likely to have on employees, measures to avert or mitigate the adverse affects of such changes on employees and shall give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

(ii) The discussions with employees affected and their representatives shall commence as early as practicable after the activities referred to in clause 7.2.2 hereof.

(iii) For the purposes of such discussion, the Employer shall provide in writing to the employees concerned and their representatives, all relevant information about the changes including the nature of the changes proposed; expected affects of the changes on employees and any other matters likely to affect employees provided that the Employer shall not be required to disclose confidential information the disclosure of which would be inimical to the Employer's interests.

(c) The Employer shall provide information in languages other than English for employees of non-English speaking background.

(d) Employer's duty to be reasonable

The Employer shall take reasonable steps to mitigate the adverse effects of change upon employees.

(e) This clause shall not derogate from any other obligations the Employer has under this Agreement.

(f) At all stages during this consultation process, the employees may seek the assistance of an employee representative and/or other representative.

3.9.2 The parties also agree to develop a strong client/customer focus in the Company team by:

(a) Placing a strong emphasis on teamwork and cooperative work relationships, involving all Employees and clients and;

- (b) Identifying learning needs according to goals and making recommendations to meet those needs

3.10 Protective Clothing

3.10.1 To help ensure that Employees are provided with a safe working environment, the Company will provide, where necessary, protective clothing and equipment free of charge, which will be replaced on a needs basis.

3.10.2 Employees will be required to wear protective clothing supplied.

SECTION 4: HOURS OF WORK

4.1 Ordinary Hours of Work

4.1.1 The ordinary hours of work, except for shift workers, shall be no more than 152 hours in any four week period exclusive of meal breaks, worked between the hours of 6.00 am and 8.00 pm Monday to Sunday inclusive. By agreement, the ordinary hours may be worked up to 10 hours per shift.

4.1.2 The ordinary hours of work for shift workers shall be no more than 152 hours in any four week period.

4.1.3 The employer in rostering ordinary hours of work shall take all reasonable steps to accommodate requests of the employee(s).

4.2 Call Back

4.2.1 An employee who, as a requirement of the position they occupy, is placed on an on call roster and is recalled to work after leaving the place of employment shall, in addition to being paid the on-call allowance prescribed in Clause 5.8, be paid a minimum of two hours pay at the appropriate overtime rate, as in Clause 4.5, Overtime for such time so recalled, provided that the employee shall not be required to work the full two hours if the work is completed in a shorter period.

4.3 Shift Work

4.3.1 Definitions

- (a) "Evening Shift" means any shift which finishes after 8.00 pm and at or before 12.00 midnight Monday to Friday.
- (b) "Night Shift" means any shift which finishes after 12.00 midnight or commences before 6.00am Monday to Friday.

- (c) "Saturday Shift" means any time worked between midnight Friday and midnight Saturday.
- (d) "Sunday Shift" means any time worked between midnight Saturday and midnight Sunday.
- (e) "A gazetted Public Holiday Shift" means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

4.3.2 Engagement in Shift Work

Where the employer wishes to engage an employee in shift work, the employer shall advise the employee in writing, specifying the period over which the shift is ordinarily worked.

4.3.3 Shift Loadings

- (a) An employee working an evening shift shall be paid a loading of 13.5% on their ordinary rate of pay for the whole of such shift.
- (b) An employee who works a night shift shall be paid a loading of 30% on their ordinary rate of pay for the whole of such shift.
- (c) An employee who works a Saturday shift shall be paid a loading of 50% on their ordinary rate of pay for that part of such shift.
- (d) An employee who works a Sunday shift shall be paid a loading of 100% on their ordinary rate of pay for that part of such shift.
- (e) An employee who works a Public Holiday shift shall be paid a loading of 150% on their ordinary rate of pay for that part of such shift.

4.3.4 Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover. Each shift may be worked up to 10 hours per shift.

4.4 Roster of Hours

4.4.1 The ordinary hours of work for each employee other than casuals shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster and will set out the employee's daily ordinary working hours and starting and finishing times.

4.4.2 A roster may be changed by mutual agreement between the employer and an employee at any time to enable the services of the employer to be carried on where another employee is absent from duty on account of illness or in emergency, but where any such alteration involves an employee working on a day which would have

been their day off such time worked shall be dealt with in accordance with Clause 4.5, Overtime or Clause 4.3, Shiftwork.

4.4.3 Consultation about changes to rosters or hours of work

- (a) Where Inala proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) Inala must:
 - (i) provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that Inala is not required to disclose confidential information the disclosure of which would be contrary to Inala's interests;
 - (ii) invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
 - (iii) commence the consultation as early as practicable; and
 - (iv) give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

4.5 Overtime

4.5.1 Overtime means time worked with the prior authorisation of the employer beyond the ordinary hours of work specified in this Agreement and/or outside the span of hours specified in this Agreement.

4.5.2 Overtime shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay

4.5.3 Shift and non-shift workers shall receive overtime payments in accordance with this Clause where they are required to work any additional hours beyond their rostered shifts.

4.5.4 Part time non-shift workers must:

- (a) work the full time equivalent hours within the span of hours identified in Section 4 - Hours of Work before overtime is payable ; or

(b) work outside the span of hours identified in Clause 4.1 Hours of Work before overtime is payable.

4.5.5 Part time shift workers must work the full time equivalent hours before overtime is paid.

4.5.6 For the purpose of calculating the payment of overtime, each day shall stand alone.

4.5.7 Subject to clause 4.5.8 an employer may require an employee to work reasonable overtime at overtime rates or as otherwise provided for in this award.

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

4.5.9 For the purposes of clause 4.5.8 what is unreasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety;
- (b) the employee's personal circumstances including any family and carer's responsibilities;
- (c) the needs of the workplace or enterprise;
- (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) any other relevant matter.

4.6 Time Off in Lieu of Overtime

4.6.1 Time Off in lieu of payment for overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer.
- (b) Overtime taken as time off during ordinary hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (c) An employer shall, if requested by an employee, provide payment, at the rate provided for the payment of overtime in the Award, for any overtime worked under subclause (a) above where such time has not been taken within four weeks of accrual. Notwithstanding anything contained elsewhere in this subclause, on notice from the employer, an employee must elect within six months of accrual, whether to take overtime worked under (a) above as an overtime payment or as time off work at the ordinary time rate of pay.

4.7 Meal Breaks

- 4.7.1 A meal break of not less than thirty minutes shall be allowed each day, for lunch and/or dinner. No employee should be required to work more than five hours continuously without a meal break, but where they do, with the authorisation of the employer, any time worked in excess of five hours shall be paid for at the overtime rates set out in Clause 4.5.2 Overtime until such time as the employee receives a meal break.
- 4.7.2 Nothing in this clause should be deemed to mean that an employee would be deprived of, nor deprive themselves of a meal break, simply because of pressure of general work.
- 4.7.3 Where an employee is required to have their meal on the premises or on community access, including having a meal with clients at that time shall be paid and 4.7.1 does not apply. Notwithstanding the foregoing if an employee and the employer agree the ordinary hours of work for that day shall be shortened by the time taken for the said meal.

4.8 Rest breaks between rostered work

- 4.8.1 An employee will be allowed a break of not less than 10 hours between the end of one shift or period of work and the start of another;
- 4.8.2 Notwithstanding the provisions of subclause 4.8.1, by agreement between the employee and the employer, the break between:
- (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or
 - (ii) a shift commencing after the end of a shift contiguous with a sleepover,
- may not be less than eight hours.

4.9 Agreement Flexibility

- 4.9.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:
- (a) arrangements for when work is performed;
 - (b) overtime rates;
 - (c) penalty rates;
 - (d) allowances; and

(e) leave loading.

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

4.9.3 The agreement between the employer and the individual employee must:

(a) be confined to a variation in the application of one or more of the terms listed in Clause 4.9.1; and

(b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

4.9.4 The agreement between the employer and the individual employee must also:

(a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;

(b) state each term of this agreement that the employer and the individual employee have agreed to vary;

(c) detail how the application of each term has been varied by agreement between the employer and the individual employee;

(d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and

(e) state the date the agreement commences to operate.

4.9.5 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.

4.9.6 Except as provided in Clause 4.9.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

4.9.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal

4.9.8 The agreement may be terminated:

(a) by the employer or the individual employee giving 28 (twenty eight) days notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or

(b) at any time, by written agreement between the employer and the individual employee.

4.9.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

SECTION 5: REWARDS AND BENEFITS

5.1 Salaries

5.1.1 The Total Remuneration payable for each classification covered by this agreement shall be no less than the minimum total remuneration for the relevant classification as set out in Schedule (A) to this agreement.

5.1.2 The relevant classification and the salary for such relevant classification will be determined having regard to the:

- o duties of the position;
- o responsibilities;
- o skills required;
- o hours of duty and where the work is performed.

and in accordance with the classification definitions as set out in schedule (B) to this agreement, (which schedule is in identical terms to Schedule B of the Social, Community, Home Care and Disability Services Industry Award 2010) and in accordance with the Order made by a Full Bench of Fair Work Australia on 22 June 2012 in re Social, Community, Home Care and Disability Services Industry Award 2010 (Equal Remuneration Case). Nurse classifications applicable at Inala are set out in Schedule C to this agreement and have regard to the relevant classification definitions as set out in Schedule B to the Nurses Award 2010 and, in particular, to the duties and responsibilities required of Nurses at Inala.

5.1.3 The rates of pay specified in Schedule A to this Agreement will be increased in accordance with the increases specified in the Annual Wage Reviews determined each year by the Fair Work Commission. In addition to the Annual Wage Review increases, the increases as determined in the Equal Remuneration Case referred to in 5.1.2 will be applied to all classifications (including Nurse classifications) covered by this agreement.

5.1.4 The Equal Remuneration Case increases will be applied to Nurse classifications using the most relevant classifications, as agreed by the parties, specified in the Social, Community, Home Care and Disability Services Industry Award and the Equal Remuneration Case decision and in accordance with Schedule D to this Agreement.

5.2 Payment of Wages

5.2.1 All wages shall be paid at least fortnightly by electronic funds transfer. Provided that where an employer and employee agree, wages may be paid monthly.

5.2.2 Wages shall be paid during working hours on a weekday which is not more than five (5) days following the end of a pay period. The payday once selected shall not be changed without the agreement of the relevant Union and a majority of the employees.

5.2.3 In the case of electronic funds transfer, wages shall be transferred to the nominated account by midnight on the nominated payday.

5.2.4 Upon termination, wages and any other monetary entitlement due to an employee shall be paid on the date of termination.

5.2.5 An employer may deduct from amounts due to an employee such amounts as authorised in writing by the employee and deductions of income tax required to be made to the Australian Taxation Office.

5.2.6 In accordance with the Fair Work Act 2009, the employer shall provide all employees with a pay advice that details the employee's hours worked and accrued entitlements. This will include but is not limited to:

- (i) the employee's classification and rate of pay;
- (ii) ordinary and overtime hours worked;
- (iii) any penalty rates payable;
- (iv) payment for annual leave;
- (v) payment for long service leave;
- (vi) payment for accrued days off;
- (vii) payment for time off in lieu.

Employees have the right to request any of their leave accruals at any time.

5.3 Superannuation

5.3.1 An employer shall contribute to a complying superannuation fund as nominated by the employee or if no such nomination is made by the employee, to a Default Fund as specified in 5.3.4 on behalf of such employee, such superannuation contributions as required to comply with the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time.

5.3.2 Employers to Participate in Fund:

- (a) An employer shall make application to the Fund as nominated by the employee or as specified in 5.3.4 where no nomination is made, to become a participating employer in the Fund and shall become a participating employer upon acceptance by the Trustee of the Fund.
- (b) Where no election is made by the employee, the employer shall provide such employee with a membership application form for the default funds specified in 5.3.4.
- (c) Each employee shall be required to complete the membership application and the employer shall forward the completed application to the Fund of their choice or the default fund by the end of the calendar month of commencement of employment.

5.3.3 Additional Employee Superannuation Contributions:

- (a) An employee may make contributions to the Fund of their choice or in the absence of such choice to one of the Default Funds as specified in 5.3.4 in addition to those made by the employer.
- (b) An employee who wishes to make additional contributions must authorise the employer in writing to pay into the Fund, from the employee's wages, a specified amount in accordance with the Fund trust deed and rules.
- (c) An employer who receives written authorisation from the employee must commence making payments into the Fund on behalf of the employee within 14 days of receipt of the authorisation.

5.3.4 The "Default Fund" shall mean the Health Employees Superannuation Trust Australia (HESTA) or the Australian Superannuation Savings Employment Trust or any complying Fund.

5.4 Salary Packaging

5.4.1 Where agreed between the employer and a full-time or part-time employee, an employer may offer salary packaging in respect of salary. Neither the employer nor the employee may be compelled to enter into a salary packaging agreement.

5.4.2 Salary packaging shall mean that an employee will have part of their salary packaged into a fringe benefit which does not constitute a direct payment to the employee but is payable to a bona fide third party.

5.4.3 The terms and conditions of such a package shall not, when viewed objectively, be less favourable than the entitlements otherwise available under the award and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any agreed remuneration package complies with taxation and other relevant legislation;
- (b) where there is an agreement to salary package, the agreement shall be in writing and made available to the employee;
- (c) the employee shall have access to details of the payments and transactions made on their behalf. Where such details are maintained electronically, the employee shall be provided with a printout of the relevant information;
- (d) the employer has the right to vary or withdraw from a salary packaging agreement and/or withdraw from offering salary packaging in the event of amendments to legislation that are detrimental to, or increase the costs of, salary packaging arrangements;
- (e) in the event that the employer withdraws from a salary packaging agreement, the individual employee's salary will revert to that specified in Schedule A - Monetary Rates of this Agreement;
- (f) notwithstanding any of the above arrangements, the employer or employee may cancel any salary packaging agreements by the giving of one month's notice of cancellation to the other party;
- (g) the calculation of entitlements concerning occupational superannuation and annual leave loading on annual leave pursuant to Clause 6.2, Annual Leave, will be based on the value of the employee's total salary as outlined in Table 1, Rates of Pay of this Award;

- (h) unless there is agreement between the employer and the employee to the contrary, all salary packaging arrangements shall cease during any period of leave without pay, including periods of unpaid sick leave.

5.5 Higher Duties

- 5.5.1 An employee who is called upon by the employer to perform the duties of another employee in a higher classification under this Agreement for at least 3 consecutive shifts shall be paid for the days on which those duties are performed at a rate not less than the minimum rate prescribed for the higher classification provided that such claims be made by the employee within one month of the cessation of the performance of such duties.
- 5.5.2 Where a public holiday falls within a period referred to in Clause 5.5.1, the public holiday shall be considered as time worked in the higher classification.
- 5.5.3 An employee required to perform the work of another employee shall not suffer any reduction in their wage.
- 5.5.4 The payment paid in Clause 5.5.1 shall be considered to be the employee's ordinary rate of pay for all purposes while ever the employee is in receipt of the higher duties payment.

5.6 Sleepover

- 5.6.1 Sleepover means a continuous period of eight hours during which an employee is required to sleep at the workplace and be available to deal with any urgent situation which cannot be dealt with by another employee or be dealt with after the end of the sleepover period.
- 5.6.2 The employer shall take all reasonable steps to enable the employee to sleep on the premises including the provision of a bed with privacy. Access to a bathroom, toilet and a meal room shall be provided free of charge to the employee.
- 5.6.3 An employee shall only sleep over under the following conditions:
- (a) There is an agreement between the employee and the employer with at least a week's notice in advance, except in the case of an emergency; and
 - (b) a sleepover shall always consist of eight continuous hours.
- 5.6.4 The sleepover allowance is equivalent to three hours payment at the employee's ordinary rate of pay. Such payment is compensation for the sleepover and for all necessary work up to two hours duration during the sleepover period. Any necessary work in excess of two hours during the sleepover period shall be compensated at overtime rates in addition to the sleepover allowance.

When calculating the appropriate shift penalty, pursuant to Clause 4.3, Shift Work, the hours worked prior to the sleepover shall be treated separately to the hours worked after the sleepover.

- 5.6.5 An employee on a sleepover shall not be required to work more than eight hours before, and/or more than eight hours after a sleepover, unless provision has been made at a workplace to work longer hours for the purpose of providing more continuous leisure time within the roster and this arrangement has the genuine agreement of the employees affected.
- 5.6.6 Where such an arrangement as outlined in subclause 5.6.5 is entered into the employer must ensure that the arrangement does not adversely affect the health and safety of the employee(s) involved.

5.7 First-Aid Allowance

- 5.7.1 An employee who holds a current first-aid certificate issued by the St. John Ambulance Association or Australian Red Cross Society or equivalent qualification and who is required by their employer to be available to perform first-aid duty at their workplace shall be paid an allowance as set out in Schedule E – Allowances, with a minimum payment of one day.

5.8 On-Call Allowance

- 5.8.1 Employees may be required from time to time to be on call in order to maintain out of hours services.
- 5.8.2 Employees required to be on call shall be paid \$17.70 per 24 hour period Monday to Friday or for any part of that 24 hour period and \$31.20 for weekends.
- 5.8.3 Where employees are required to attend the workplace when on call the provisions of Clause 4.2.1, Call Back, apply.

5.9 Motor Vehicle Allowance

- 5.9.1 Where employees are required by their employer to use their motor vehicle in the course of their duty, they shall be paid an amount per kilometre, as determined from time to time by the Australian Tax Office (ATO) for the class of vehicle set out in the table published by the ATO.

5.10 Expenses

5.10.1 An employee required to stay away from home overnight shall be reimbursed the cost of pre-approved board, lodging and meals. Reasonable proof of expenses incurred is to be provided by the employee to the employer.

5.10.2 An employer shall reimburse all reasonable expenses, including the cost of telephone calls, necessarily incurred by an employee in carrying out their duties subject to reasonable proof of the expenses being incurred being supplied to the employer.

5.10.3 This Clause does not apply to employees who are engaged on sleepover at the employer's premises.

5.11: Amenities

5.11.1 The employer shall provide reasonable toilet and washing facilities for the use of employees in each workplace.

5.11.2 The employer shall supply and maintain reasonable heating and cooling appliances for the safe and healthy functioning of the workplace.

5.11.3 The employer shall provide reasonable facilities for the taking of meals, including a table and chairs, boiling water, a refrigerator, a suitable place for the storing of utensils and supplies and a sink and running water.

5.11.4 The employer shall provide for employees a rest area well furnished.

5.11.5 The employer shall maintain all amenities in a safe and hygienic manner and to a reasonable standard.

5.12: Nurse In-Charge Allowance

A registered nurse in charge during the day, evening or night of an Inala facility shall be paid, in addition to his or her appropriate salary, whilst so in charge, the relevant sum set out in Schedule E to this Agreement, per shift.

SECTION 6: LEAVE

6.1 Public Holidays

6.1.1 Employees (except Casual Employees) are entitled to public holidays as proclaimed from time to time in accordance with the New South Wales legislation, as paid time off.

6.1.2 Part-time Employees will be paid for all declared public holidays falling on a day when normally rostered for work, on a pro-rata basis, in proportion to the normal ordinary hours worked by full-time Employees.

6.1.3 Employees (including Casual Employees) will be paid at the rate of 250% of the Employee's Normal Hourly Rate of Pay for all time worked on public holidays.

6.1.4 Alternatively, and if the employee elects, the employee will be paid at the rate of 150% of the Employee's Normal Hourly Rate of Pay and a day will be given off in lieu of the public holiday and that day will be added to annual leave.

6.2 Annual Leave

6.2.1 Accrual of Annual Leave

All employees, except casuals, covered by this agreement are entitled to 5 weeks paid annual leave. The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year. However, where a specific Inala Facility is closed for Inala term breaks, employees employed in such facility are required to take annual leave for the period of such term break.

Except as provided in clause 6.2.2 there is no additional annual leave entitlement for shift workers.

6.2.2 Nurses (Shift Work)

Nurse classifications covered by this agreement engaged on shift work as defined in Clause 31.1 (b), Quantum of annual leave, of the Nurses Award 2010 are entitled to 6 weeks paid annual leave for each year of service with Inala.

6.2.3 Payment of Annual Leave

The payment of annual leave for day workers shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in that period.

6.2.4 Payment of an employee's untaken accrued annual leave on termination of employment shall be paid at the employee's ordinary rate of pay.

6.2.5 Taking of Annual Leave

An employee is entitled to take an amount of annual leave during a particular period if:

- (i) at least that amount of annual leave is credited to the employee; and
- (ii) the employer has authorised the employee to take the annual leave during that period.

6.2.6 In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.

6.2.7 Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

6.2.8 Extensive accumulated annual leave

An employee must take an amount of annual leave during a particular period if:

- (i) reasonably directed to do so by the employer;
- (ii) at the time the direction is given, the employee has more than 6 weeks annual leave credited to him or her; and
- (iii) the amount of annual leave left to the employees credit is at least 2 weeks.

6.2.9 Sickness during annual leave

Where an employee becomes sick or suffers a personal injury **during** annual leave, and subject to adequate supporting evidence being provided by the employee to the CEO, annual leave will be re-credited for the period of illness and/or personal injury and personal leave (sick leave) will be debited for the period of the illness.

6.3. Annual Leave Loading

6.3.1 Before an employee takes their annual leave they shall be paid the following in addition to their normal weekly pay (exclusive of shift penalties) for the period of annual leave taken:

Either:

- (a) A loading of 17.5% of their normal weekly pay over four weeks (exclusive of shift penalties); or
- (b) The shift penalties pursuant to Clause 4.3.3 of Clause 4.3 Shift Work that the employee would have received for the period of leave taken had the employee not been on leave, whichever is the greater amount.

6.3.2 The loading is payable in addition to the pay for the period of leave given and taken on each occasion leave is taken and due to the employee under this Agreement.

6.3.3 Where the employment of an employee is terminated for a cause other than misconduct and at the time of termination the employee has not been given and has not taken the whole of any annual leave to which they are entitled they shall be paid a loading calculated in accordance with Clause 6.3.1(a) for such leave.

6.4. Cashing out of Annual Leave

6.4.1 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 four weeks; and
- (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the company 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.
- (iv) the employee is only entitled to cash out an amount of annual leave, in accordance with the abovementioned terms, once only each 12 months.

6.5. Long Service Leave

- 6.5.1 (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter "additional long service leave" shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) For the purpose of calculating an employee's entitlement to long service leave for service in excess of ten (10) years, service of an employee with Inala prior to the commencement of this Agreement shall be disregarded, except in the case of an "Inala Award employee" as defined in 6.5.1 (c), where all such service shall be included in the calculation.
- (c) "Inala Award employee" shall mean an employee of Inala who, immediately prior to the commencement of this Agreement, was covered in his or her employment by the Inala Disability Services (State) Award, an enterprise award made by the New South Wales Industrial Relations Commission in March 2006.

Note: To avoid doubt, if an employee is not categorised as an "Inala Employee" as set out in (c) above that employee shall have their long service leave calculated in accordance with the provisions of the NSW Long Service Leave Act 1955. The "additional long service leave" referred to above will commence to accrue for such an employee from the

commencement of this agreement and following the completion of the initial period of ten years service.

Example 1: An employee currently has five years service. Under this arrangement, from the commencement of the agreement, such an employee would need to serve five more years for the initial entitlement and a further 10 years (5 years for pro-rata) for the "additional long service leave".

Example 2: An employee currently has fifteen years service. Under this arrangement, from the commencement of the agreement, such an employee would be entitled long service leave in accordance with the provisions of the NSW Long Service Leave Act 1955 for all prior service. From the commencement of this agreement such an employee would be entitled to the "additional long service leave" for all subsequent service.

6.5.2 Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.

6.5.3 For the purpose of Clause 6.5.2 of this clause:

- (a) service shall mean continuous service with Inala (including continuous service with Miroma prior to amalgamation with Inala);
- (b) service shall not include:
 - (1) any period of leave without pay except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (2) any period of service as a part-time worker except as provided for in Clause 6.5.10 of this clause.

6.5.4 The employer shall give to each worker at least one month's notice of the date from which it is proposed that the worker's long service leave shall be given and taken. Long service 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.

- 6.5.5 Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- 6.5.6 On the termination of employment of an employee, otherwise than by his/her death, the employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- 6.5.7 Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in sub-clause (b) of Clause 6.5.2 of this clause and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.
- 6.5.8 Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.
- 6.5.9 Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
- 6.5.10 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to thirty-eight hours, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.

6.5.11 Calculation Continuous Service

See NSW *Long Service Leave Act 1955*.

6.6 Personal Leave

6.6.1 Paid personal leave will be available to an employee when they are absent as a result of:

- personal illness or injury (sick leave); or
- for the purposes of caring for an immediate family or household member who suffers illness or injury, or is affected by an unexpected emergency, and who requires the employee's care and support (carer's leave)
- Personal Leave accumulates on a progressive basis having regard to the ordinary hours worked by the employee

6.6.2 Amount of paid Personal Leave

The amount of paid personal leave to which an employee is entitled is:

- 10 days each year of service
- Unused entitlements are cumulative from year to year but are not payable on retirement or resignation, termination, redundancy or death.

6.7 Sick Leave

6.7.1 Except where an Employee is absent from work and in receipt of benefits pursuant to the *Workers Compensation Act 1987* or related workers compensation legislation, an Employee who satisfies the Company that they are unable to perform their duties by reason of personal illness or incapacity is entitled to paid personal leave in accordance with the entitlement set out in 6.6.2 of this clause.

6.7.2 An Employee who is absent from duty because of illness will report their absence by telephone as early as possible, but no later than one hour before normal commencing time or 3 hours for shift workers. The Company may refuse to grant paid leave if an Employee does not report their absence at least one hour before normal commencing time.

6.7.3 An Employee who is absent for two consecutive working shifts on account of illness will be required to produce a medical certificate in support of an application for sick leave. However, in certain circumstances, an Employee may be required to produce a medical certificate for absences of less than two days.

6.7.4 There is no entitlement to sick leave for an Employee under this Clause in respect of any period which coincides with any period of entitlement to long

service leave under this Agreement.

6.8 Carer's Leave

- 6.8.1 An Employee, other than a casual Employee, with responsibilities in relation to a class of person set out in 6.8.3 (b) below who needs the Employee's care and support, shall be entitled to use, in accordance with this sub-clause, any current or accrued personal leave entitlement provided for at Clause 6.3.2, Personal Leave, for absences to provide care and support for such persons when they are ill. Such leave may be taken for part of a single day.
- 6.8.2 The Employee shall, if required, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care by another person. In normal circumstances an Employee must not take carer's leave under this sub-clause where another person has taken leave to care for the same person.
- 6.8.3 The entitlement to use personal leave in accordance with this sub-clause is subject to:
- (a) the Employee being responsible for the care and support of the person concerned; and
 - (b) the person concerned being:
 - (i) a spouse (includes a former spouse) of the Employee; or
 - (ii) a de facto spouse (includes former de facto spouse) of the opposite sex to the Employee who lives with the Employee as their husband or wife on a bona fide domestic basis; or
 - (iii) a same-sex partner who lives with the Employee as the de facto partner of that Employee on a bona fide domestic basis; or
 - (iv) A child or an adult child (including an adopted child, stepchild, foster child, or ex nuptial child), parent (including a foster parent or legal guardian), grandparent, grandchild or sibling of the Employee; or
 - (v) a relative of the Employee who is a member of the same household where, for the purposes of this paragraph:
 - (vi) relative means a person related by blood, marriage or affinity
 - (vii) affinity means a relationship that one spouse because of marriage has to blood relatives of the other; and

(viii) household means a family group living in the same domestic dwelling.

6.8.4 An Employee shall, wherever practicable, give the Company notice, prior to the absence, of the intention to take leave, the name of the person requiring care and their relationship to the Employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the Employee to give prior notice of absence, the Employee shall notify the Company by telephone of such absence at the first opportunity, on the day of absence.

6.9 Unpaid Leave for Family Purposes

An Employee may elect, with the consent of the Company, to take leave without pay pursuant to Clause 6.6 of this Agreement for the purpose of providing care and support to a member of a class of person set out in 6.3.11 (b) above who is ill.

6.10 Compassionate leave

6.10.1 An employee shall be entitled to compassionate leave in accordance with the Act.

Compassionate leave is paid leave taken by an employee:

- (i) for the purposes of spending time with a person who is a member of the employee's Immediate Family or a member of the employee's household who has a personal illness, or injury, that poses a serious threat to his or her life; or
- (ii) after the death of a member of the employee's Immediate Family or a member of the employee's household.

6.10.2 An employee is entitled to a period of two days compassionate leave for each occasion (a permissible occasion) when a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (a) However, the employee is entitled to compassionate leave only if the employee gives the employer such evidence that the employer reasonably requires of the illness, injury or death.
 - (b) An employee who is entitled to a period of compassionate leave for a particular permissible occasion is entitled to take compassionate leave as: a single, unbroken period of two days; or two separate periods of one day each; or

any separate periods to which the employee and the employer agree.

- (c) An employee who is entitled to a period of compassionate leave because a member of the employee's Immediate Family or a member of the employee's household has contracted or developed a serious illness, or sustained a personal injury, is entitled to start to take the compassionate leave at any time while the illness or injury persists.
- (d) "Immediate Family" shall have the same meaning as set out in sub-clause 6.8.3 (b).

6.11 Leave Without Pay

6.11.1 The Company may grant leave without pay in conjunction with periods of long service leave and also in other appropriate circumstances.

6.11.2 Days taken as leave without pay will not be counted for the purposes of calculating entitlements for Personal Leave, Compassionate Leave or Other Leave granted under Section 6 of this Agreement.

6.12 Jury Service

6.12.1 Employees who are required to attend for jury service during their ordinary working hours shall be reimbursed by the Company an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of remuneration they would have received in respect of the ordinary time they would have worked had they not been on jury service.

6.12.2 Employees shall notify the Company as soon as possible of the date upon which they are required to attend for jury service. Further, Employees shall give the Company proof of attendance, the duration of such attendance and the amount received in respect of such jury service.

6.13. Parental Leave

6.13.1 All employees are entitled to parental leave in accordance with the provisions of the Fair Work Act 2009 (Cth)

6.13.2 Permanent employees are eligible for paid parental leave when they have completed at least 52 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child.

6.13.3 Employees who are eligible for paid parental leave are entitled to such leave as follows:

(i) Paid Leave

(a) Paid Maternity Leave

An eligible employee is entitled to nine weeks paid maternity leave at ordinary rate of pay from the date the maternity leave commences.

Maternity leave may commence up to nine weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.

(b) Paid Paternity Leave

An eligible employee is entitled to one week paid paternity leave in any one year at ordinary pay which must commence within four weeks of the birth of the child. (Eligible employees will be as defined in the Fair Work Act 2009 (Cth))

(c) Paid Adoption Leave

An eligible employee is entitled to paid adoption leave of three weeks from and including the date of taking custody of the child.

(d) Such leave may be paid:

1. on a normal fortnightly basis;
2. in advance in a lump sum;
3. at the rate of half pay over a period of 18 weeks on a regular fortnightly basis for maternity leave and at the rate of half pay over a period of six weeks on a regular fortnightly basis for adoption leave.

6.13.4 Annual and/or long service leave credits can be combined with periods of maternity leave or adoption leave on half pay to enable an employee to remain on full pay for that period.

6.14.5 Unpaid Leave

6.14.6 Unpaid Maternity Leave

An employee is entitled to a further period of unpaid maternity leave of not more than twelve months after the actual date of birth of the child.

6.14.7 Unpaid Paternity Leave

An employee is entitled to a further period of unpaid paternity leave of not more than three weeks, to be taken in conjunction with a period of paid paternity leave, unless otherwise agreed by the employer and employee.

6.14.8 Unpaid Adoption Leave

An employee is entitled to unpaid adoption leave as follows:

1. where the child is under the age of 12 months - a period of not more than 12 months from the date of taking custody;
2. where the child is over the age of 12 months - a period of up to 12 months, such period to be agreed upon by both the employee and the employer.

6.14.9 An employee who has once met the conditions for paid maternity leave and paid adoption leave will not be required to again work the 52 weeks' continuous service in order to qualify for a further period of maternity leave or adoption leave, unless:

- (i) there has been a break in service where the employee has been re-employed or re-appointed after a resignation, medical retirement or after her services have been otherwise dispensed with; or
- (ii) the employee has completed a period of leave without pay of more than 40 weeks. In this context, leave without pay does not include sick leave without pay, maternity leave without pay, or leave without pay associated with an illness or injury compensable under the Workers' Compensation Act.

6.14.10 An employee who intends to proceed on maternity or paternity leave should formally notify his/her employer of such intention as early as possible, so that arrangements associated with her absence can be made. Written notice of not less than eight weeks prior to the commencement of the leave should accordingly be given. This notice must include a medical certificate stating the expected date of birth and should also indicate the period of leave desired.

6.14.11 In the case of notification of intention to take adoption leave, due to the fact that an employee may be given little notice of the date of taking custody of a child, employees who believe that, in the reasonably near future, they will take custody of a child, should formally notify their employer as early as practicable of the intention to take adoption leave. This will allow arrangements associated with the adoption leave to be made.

- 6.14.12 After commencing maternity leave or adoption leave, an employee may vary the period of her maternity leave or adoption leave, once, without the consent of the employer and otherwise, with the consent of the employer. A minimum of four weeks' notice must be given, although an employer may accept less notice if convenient.
- 6.14.13 Any person who occupies the position of an employee on parental leave must be informed that the employee has the right to return to his/her former position. Additionally, since an employee also has the right to vary the period of her maternity leave or adoption leave, offers of temporary employment should be in writing, stating clearly the temporary nature of the contract of employment. The duration of employment should also be set down clearly, to a fixed date or until the employee elects to return to duty, whichever occurs first.
- 6.14.14 When an employee has resumed duties, any period of full pay leave is counted in full for the accrual of annual and long service leave and any period of maternity leave or adoption leave on half pay is taken into account to the extent of one-half thereof when determining the accrual of annual and long service leave.
- 6.14.15 Except in the case of employees who have completed ten years service the period of parental leave without pay does not count as service for long service leave purposes. Where the employee has completed ten years service the period of parental leave without pay shall count as service for long service leave purposes provided such leave does not exceed six months.
- 6.14.16 Parental leave without pay does not count as service for incremental purposes. Periods of parental leave on full pay and at half pay are to be regarded as service for incremental progression on a pro-rata basis.
- 6.14.17 Where public holidays occur during a period of paid parental leave, payment is at the rate of parental leave received, that is the public holidays occurring in a period of full pay parental leave are paid at the full rate and those occurring during a period of half pay leave are paid at the half rate.
- 6.14.18 If because of an illness associated with her pregnancy an employee is unable to continue to work then she can elect to use any available paid leave (sick, annual and/or long service leave) or to take sick leave without pay.
- 6.14.19 Where an employee is entitled to paid maternity leave, but because of illness, is on sick, recreation, long service leave, or sick leave without pay prior to the birth, such leave ceases nine weeks prior to the expected date of the birth. The

employee then commences maternity leave with the normal provisions applying.

6.14.20 Where, because of an illness or risk associated with her pregnancy, an employee cannot carry out the duties of her position, an employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.

6.14.21 In the event of a miscarriage any absence from work is to be covered by the current sick leave provisions.

6.14.22 In the case of stillbirth, an employee may elect to take sick leave, subject to the production of a medical certificate, or maternity leave. She may resume duty at any time provided she produces a doctor's certificate as to her fitness.

6.14.23 An employee who gives birth prematurely, and prior to proceeding on maternity leave shall be treated as being on maternity leave from the date leave is commenced to have the child. Should an employee return to duty during the period of paid maternity leave, such paid leave ceases from the date duties are resumed.

6.14.24 An employee returning from parental leave has the right to resume her former position. Where this position no longer exists the employee is entitled to be placed in a position nearest in status and salary to that of her former position and for which the employee is capable or qualified.

6.14.25 Employees may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:

- (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
- (ii) the employee is to make an application for leave without pay to reduce her full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
- (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
- (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long

service leave the period of service is to be converted to the full-time equivalent and credited accordingly.

- (v) Full-time employees who return to work under this arrangement remain full-time employees.

6.14.26 Where an employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

6.14.27 Right to request

- (a) An employee entitled to parental leave may request the employer to allow the employee:

- (1) to extend the period of simultaneous unpaid parental leave use up to a maximum of eight weeks;
- (2) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (3) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

6.14.28 Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under sub-clauses 38.23 (a)(2) and 38.23 (a)(3) must be recorded in writing.

6.14.29 Request to return to work part-time

Where an employee wishes to make a request under Clause 38.23 (a)(3) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

6.14.30 Communication during parental leave

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
- (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
 - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with Clause 38.24 (a).
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

SECTION 7: TERMINATION AND REDUNDANCY

7.1 Termination of Employment

7.1.1 Nothing in this clause shall prevent the summary dismissal of an employee for misconduct.

7.1.2 (a) Except for misconduct, justifying summary dismissal, the services of an employee shall be terminated by an employer only by notice as prescribed by the following:

Years of Continuous Service	Notice Required
Not more than 1 year	at least one week
More than 1 but not more than 3 years	at least two weeks

- (b) Where an employee is over 45 years of age they shall receive in addition to the above table, on
- | | |
|---------------------------------------|----------------------|
| More than 3 but not more than 5 years | at least three weeks |
|---------------------------------------|----------------------|
- Nothing in this clause shall prevent the employer from giving payment in lieu of, and equal in value to, the notice period.
- | | |
|-------------------|---------------------|
| More than 5 years | at least four weeks |
|-------------------|---------------------|

7.1.3 An employee may terminate their service by giving the employer the same amount of notice as the employer is required to give the employee (except the additional notice referred to in 7.1.2 (b)) or by forfeiture of the monetary amount of the relevant period in lieu of notice.

7.2 Redundancy

7.2.1 Application

- (a) This clause shall apply in respect of full time and part time persons employed under this Agreement.
- (b) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply to employees with less than one year's continuous service, and the general obligation on employers shall be no more than to give such employees an indication of the impending redundancy at the first reasonable opportunity, and to take such steps as may be reasonable to facilitate the obtaining by the employees of suitable alternative employment.
- (d) Notwithstanding anything contained elsewhere in this Agreement, this clause shall not apply where employment is terminated as a consequence of conduct that justifies instant dismissal, including malingering, inefficiency or neglect of duty, or in the case of casual employees, apprentices or employees engaged for a specific period of time or for a specified task or tasks or where employment is terminated due to ordinary and customary turnover of labour.

7.2.2 Introduction of Change

- (a) Where an employer has made a definite decision to introduce changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer shall notify the employees who may be affected by the proposed changes and the Union to which they belong.
- (b) "Significant effects" include termination of employment, major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations and the restructuring of jobs.

Provided that where the Agreement makes provision for alteration of any of the matters referred to herein, an alteration shall be deemed not to have significant effect.

7.2.3 Employer's duty to discuss change

- (a) The employer shall discuss with the employees affected and the Union, the introduction of the changes referred to in 7.2.2(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees, and shall give prompt consideration to matters raised by the employees and/or the Union in relation to the changes.
- (b) The discussion shall commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Clause 7.2.2(a).
- (c) For the purpose of such discussion, the employer shall provide to the employees concerned and the Union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

7.2.4 Discussions before termination

- (a) Where an employer has made a definite decision that they no longer wish the job the employee has been doing to be done by anyone, pursuant to Clause 7.2.2(a), and that decision may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and with the Union.
- (b) The discussions shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of Clause 7.2.2(a) and shall cover any reasons for the proposed termination, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
- (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and the Union all relevant information about the proposed terminations, including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

7.2.5 Notice for changes in production, program, organisation or structure

This subclause sets out the provisions to be applied to terminations by the employer for reasons arising from "production", "program", "organisation" or "structure" in accordance with Clause 7.2.2(a).

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

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) 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 week's notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice of period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

7.2.6 Notice for technological change

This subclause sets out the notice provisions to be applied to terminations by the employer for reasons arising "technologically" in accordance with Clause 7.2.2(a).

- (a) In order to terminate the employment of an employee the employer shall give to the employee three months notice of termination.
- (b) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (c) The period of notice required by this subclause to be given shall be deemed to be service with the employer for the purposes of the *NSW Long Service Leave Act 1955*, the *Fair Work Act* (insofar as annual leave is concerned), or any Act amending or replacing either of these Acts.

7.2.7 Time off during the notice period

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one day's time off without loss of pay during each week of notice, to a maximum of five weeks, for the purposes of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

7.2.8 Employee leaving during the notice period

If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this clause as those to which the employee would have been entitled had the employee remained with the employer until the expiry of such notice. Provided that in such circumstances the employee shall not be entitled to payment in lieu of notice.

7.2.9 Statement of employment

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

7.2.10 Notice to Centrelink

Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

7.2.11 Employment Separation Certificate

The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

7.2.12 Transfer to lower paid duties

Where an employee is transferred to lower paid duties for reasons set out in Clause 7.2.2(a), the employee shall be entitled to the same period of notice of transfer as the employee would have been entitled to if the employee's employment had been terminated, and the employer may at the employer's option make

payment in lieu thereof an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rates for the number of weeks of notice still owing.

7.2.13 Severance Pay

Where an employee is to be terminated pursuant to Clause 7.2.5 of this clause, subject to further order of the Fair Work Commission, the employer shall pay the employee the following severance pay in respect of a continuous period of service:

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

Years of Service	Under 45 Years of Age Entitlement
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is 45 years or over, the entitlement shall be in accordance with the following scale:

Years of Service	45 Years of Age and over Entitlement
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Weeks Pay" means the all purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Award payments, shift penalties and allowance, paid in accordance with this Agreement.

7.2.14 Incapacity to Pay

- (a) Subject to an application by the employer and further order of the Fair Work Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Clause 7.2.13.
- (b) The Commission shall have regard to such financial and other resources of the employer concerned as the Commission thinks relevant, and the probable effect paying the amount of severance pay in Clause 7.2.13 will have on the employer.

7.2.15 Alternative employment

Subject to an application by the employer and further order of the Fair Work Commission, an employer may pay a lesser amount (or no amount) of severance pay than that contained in Clause 7.2.13 if the employer obtains acceptable alternative employment for an employee.

8.0: MISCELLANEOUS PROVISIONS

8.1 Work Health and Safety

See: *Work Health and Safety Act 2011* (NSW).

8.2 Employee's Indemnity

Inala shall be responsible in accordance with the *Employees' Liability Act 1991* to indemnify its employees against liability for fault (as defined in that Act) arising out of the performance of work by the employee.

8.3 Posting of Agreement

A copy of this Agreement shall be kept at each workplace, where it is available to employees.

8.4 Union Notices

An accessible space for Union notices shall be provided by the employer.

8.5 Right of Entry By Union

See Fair Work Act 2009 (Cth)

8.6 Labour Flexibility

Inala may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

8.7 General Savings

Nothing in this agreement shall be deemed or construed to reduce the wages and/or conditions to which any employee may have been entitled prior to the making of this agreement.

8.8 Reasonable Hours

8.8.1 Subject to sub-clause (ii) Inala may require an employee to work reasonable overtime at overtime rates.

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

8.8.3 For the purposes of sub-clause (ii) what is reasonable or otherwise will be determined having regard to:

- (a) any risk to employee health and safety.
- (b) The employee's personal circumstances including any family and carer responsibilities.
- (c) The needs of the workplace or enterprise.
- (d) The notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
- (e) Any other relevant matter.

Brett Holmes

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

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

Coral Vicky Levett

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

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 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SIGNATORIES TO AGREEMENT

Signed as an agreement:

Signed for and on behalf of Inala by its
duly authorised officer



Signature of authorised officer



Signed by witness


ANTHONY ROBERT ANDERSON
INALA CEO


Print name and position held

Date: *8th April 2014*

MICHAEL SHEILS

Name of witness

Brett Howard Holmes 
General Secretary
NSW Nurses' Association, and
Branch Secretary
Australian Nursing Federation – NSW Branch
50 O'Dea Ave
WATERLOO NSW 2017

WITNESS 
Margaret Mary Potts
50 O'Dea Ave, Waterloo

SEE SEPARATE SIGNATURE SHEET PAGE 52

Date:

Coral Vicky Levett
President
NSW Nurses' Association and
President
Australian Nursing Federation – NSW Branch
50 O'Dea Ave
WATERLOO NSW 2017

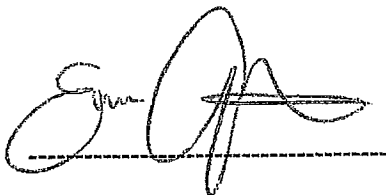
WITNESS
Margaret Mary Potts *MP*
50 O'Dea Ave, Waterloo

*SEE SEPARATE SIGNATURE SHEET
PAGE 52*

Date:

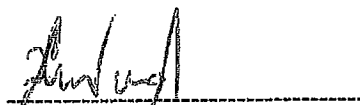
Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurse and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as a bargaining representative in accordance with the Fair Work Act 2009.

EMPLOYEE BARGAINING REPRESENTATIVES



Emma Clayton

Date: 2.4.14



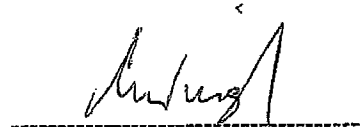
Witness

C. WEILAND



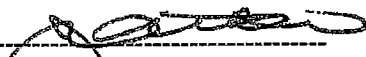
Carmen Zammitt

Date: 2.4.14



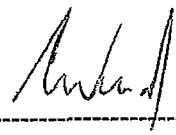
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C. WEILAND



Julia Atkin

Date: 2/4/14

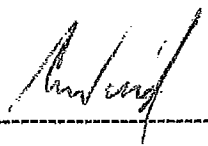


Witness C. WEIGAND

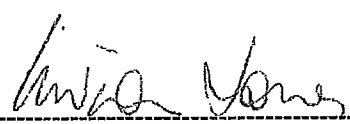


Anne Lenert

Date: 1/14/14

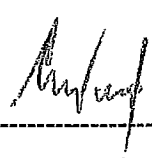


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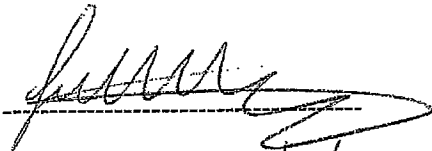


Livian Jones

Date: 1.4.14



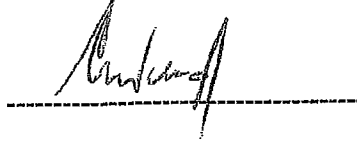
Witness C. WEIGAND



Daniel Puttlitz

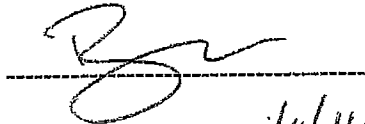
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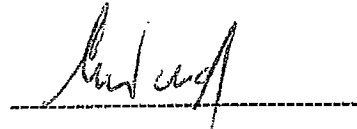
C. WEIGAND



Belinda Torpy

1/4/14

Date:



Witness

C. WEIGAND

SCHEDULE A

MONETARY RATES

Minimum weekly wages for employees covered by this agreement

Social and community services employee level 1

	Per week	Inala Classifications
	\$	
Pay point 1	676.60	G1Y1
Pay point 2	699.40	G1Y2
Pay point 3	724.50	G1Y3

Social and community services employee level 2

	Per week	Inala Classifications
	\$	
Pay point 1	787.96	G2Y1
Pay point 2	816.75	G2Y2
Pay point 3	845.86	G2Y3
Pay point 4	876.66	G2Y4

Social and community services employee level 3

	Per week	Inala Classifications
	\$	
Pay point 1 (associate diploma/advanced certificate)	836.17	G2Y1
Pay point 2	860.29	G2Y2
Pay point 3 (3 year degree)	878.59	G2Y3
Pay point 4 (4 year degree)	897.91	G2Y4

Social and community services employee level 4

	Per week	Inala Classifications
	\$	
Pay point 1	933.30	G3Y2
Pay point 2	964.15	G3Y2
Pay point 3	994.75	G3Y3
Pay point 4	1051.09	G3Y5/G3Y4

Social and community services employee level 5

	Per week	Inala Classifications
	\$	
Pay point 1	1088.76	G4Y1/G5Y3
Pay point 2	1116.98	G4Y3
Pay point 3	1168.44	G4Y4

Social and community services employee level 6

	Per week	Inala Classifications
	\$	
Pay point 1	1204.48	G5Y1
Pay point 2	1248.68	G5Y2
Pay point 3	1255.75	G5Y2

Social and community services employee level 7

	Per week	Inala Classifications
	\$	
Pay point 1	1230.56	G5Y2
Pay point 2	1274.89	
Pay point 3	1282.09	

Social and community services employee level 8

	Per week	Inala Classifications
	\$	
Pay point 1	1371.17	
Pay point 2	1434.01	
Pay point 3	1441.39	

<p>Registered Nurse</p> <p>Minimum entry rate for a:</p> <p>(a) four year degree is \$836.17 per week</p> <p>(b) masters degrees is \$964.16 per week</p> <p>Progress from these entry rates will be to level 1 – Registered nurse pay point 4 and 5 respectively.</p>	
<p>Registered Nurse Level 1</p>	
Pay Point 1	836.17
Pay Point 2	964.16
Pay Point 3	964.16
Pay Point 4	994.75
Pay Point 5	1051.09
Pay Point 6	1088.76
Pay Point 7	1116.98
Pay Point 8 and thereafter	1204.48
<p>Registered Nurse Level 2</p>	
Pay Point 1	1248.68
Pay Point 2	1255.75
Pay Point 3	1230.56
Pay Point 4	1274.89

SCHEDULE B

CLASSIFICATION DEFINITIONS—SOCIAL AND COMMUNITY SERVICES EMPLOYEES

B.1 Social and community services employee level 1

B.1.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 1 works under close direction and undertakes routine activities which require the practical application of basic skills and techniques. They may include the initial recruit who may have limited relevant experience.
- (b) General features of work in this level consist of performing clearly defined activities with outcomes being readily attainable. Employees' duties at this level will be closely monitored with instruction and assistance being readily available.
- (c) Freedom to act is limited by standards and procedures. However, with experience, employees at this level may have sufficient freedom to exercise judgment in the planning of their own work within those confines.
- (d) Positions at this level will involve employees in extensive on-the-job training including familiarisation with the goals and objectives of the workplace.
- (e) Employees will be responsible for the time management of their work and required to use basic numeracy, written and verbal communication skills, and where relevant, skills required to assist with personal care and lifestyle support.
- (f) Supervision of other staff or volunteers is not a feature at this level. However, an experienced employee may have technical oversight of a minor work activity.
- (g) At this level, employers are expected to offer substantial internal and/or external training.

B.1.2 Responsibilities

A position at this level may include some of the following inputs or those of a similar value:

- (a) undertake routine activities of a clerical and/or support nature;
- (b) undertake straightforward operation of keyboard equipment including data input and word processing at a basic level;
- (c) provide routine information including general reception and telephonist duties;
- (d) provide general stenographic duties;

- (e) apply established practices and procedures;
- (f) undertake routine office duties involving filing, recording, checking and batching of accounts, invoices, orders, stores requisitions and maintenance of an existing records system;
- (g) resident contact and interaction including attending to their personal care or undertaking generic domestic duties under direct or routine supervision and either individually or as part of a team as part of the delivery of disability services;
- (h) preparation of the full range of domestic duties including cleaning and food service, assistance to residents in carrying out personal care tasks under general supervision either individually or as part of a team as part of the delivery of disability services.

The minimum rate of pay for employees engaged in responsibilities which are prescribed by B.1.2(h) is pay point 2.

B.1.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) developing knowledge of the workplace function and operation;
 - (ii) basic knowledge of administrative practices and procedures relevant to the workplace;
 - (iii) a developing knowledge of work practices and policies of the relevant work area;
 - (iv) basic numeracy, written and verbal communication skills relevant to the work area;
 - (v) at this level employers are required to offer substantial on-the-job training.
- (b) Organisational relationships

Work under direct supervision.

- (c) Extent of authority
 - (i) Work outcomes are clearly monitored.
 - (ii) Freedom to act is limited by standards and procedures.

- (iii) Solutions to problems are found in established procedures and instructions with assistance readily available.
 - (iv) Project completion according to instructions and established procedures.
 - (v) No scope for interpretation.
- (d) Progression

An employee primarily engaged in responsibilities which are prescribed by B.1.2(g) will, if full-time, progress to pay point 2 on completion of 12 months' industry experience, or if part-time, on completion of 1976 hours of industry experience. **Industry experience** means 12 months of relevant experience gained over the previous 3 years.

B.2 Social and community services employee level 2

B.2.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 2 will work under general guidance within clearly defined guidelines and undertake a range of activities requiring the application of acquired skills and knowledge.
- (b) General features at this level consist of performing functions which are defined by established routines, methods, standards and procedures with limited scope to exercise initiative in applying work practices and procedures. Assistance will be readily available. Employees may be responsible for a minor function and/or may contribute specific knowledge and/or specific skills to the work of the organisation. In addition, employees may be required to assist senior workers with specific projects.
- (c) Employees will be expected to have an understanding of work procedures relevant to their work area and may provide assistance to lower classified employees or volunteers concerning established procedures to meet the objectives of a minor function.
- (d) Employees will be responsible for managing time, planning and organising their own work and may be required to oversee and/or guide the work of a limited number of lower classified employees or volunteers. Employees at this level could be required to resolve minor work procedural issues in the relevant work area within established constraints.

- (e) Employees who have completed an appropriate certificate and are required to undertake work related to that certificate will be appointed to this level. Where the appropriate certificate is a level 4 certificate the minimum rate of pay will be pay point 2.
- (f) Employees who have completed an appropriate diploma and are required to undertake work related to the diploma will commence at the second pay point of this level and will advance after 12 full-time equivalent months' satisfactory service.

B.2.2 Responsibilities

A position at this level may include some of the following:

- (a) undertake a range of activities requiring the application of established work procedures and may exercise limited initiative and/or judgment within clearly established procedures and/or guidelines;
- (b) achieve outcomes which are clearly defined;
- (c) respond to enquiries;
- (d) assist senior employees with special projects;
- (e) prepare cash payment summaries, banking reports and bank statements, post journals to ledger etc. and apply purchasing and inventory control requirements;
- (f) perform elementary tasks within a community service program requiring knowledge of established work practices and procedures relevant to the work area;
- (g) provide secretarial support requiring the exercise of sound judgment, initiative, confidentiality and sensitivity in the performance of work;
- (h) perform tasks of a sensitive nature including the provision of more than routine information, the receiving and accounting for moneys and assistance to clients;
- (i) assist in calculating and maintaining wage and salary records;
- (j) assist with administrative functions;
- (k) implementing client skills and activities programmes under limited supervision either individually or as part of a team as part of the delivery of disability services;

- (l) supervising or providing a wide range of personal care services to residents under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (m) assisting in the development or implementation of resident care plans or the planning, cooking or preparation of the full range of meals under limited supervision either individually or as part of a team as part of the delivery of disability services;
- (n) possessing an appropriate qualification (as identified by the employer) at the level of certificate 4 or above and supervising the work of others (including work allocation, rostering and providing guidance) as part of the delivery of disability services as described above or in subclause B.1.2.

B.2.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualification and/or training
 - (i) basic skills in oral and written communication with clients and other members of the public;
 - (ii) knowledge of established work practices and procedures relevant to the workplace;
 - (iii) knowledge of policies relating to the workplace;
 - (iv) application of techniques relevant to the workplace;
 - (v) developing knowledge of statutory requirements relevant to the workplace;
 - (vi) understanding of basic computing concepts.
- (b) Prerequisites
 - (i) an appropriate certificate relevant to the work required to be performed;
 - (ii) will have attained previous experience in a relevant industry, service or an equivalent level of expertise and experience to undertake the range of activities required;
 - (iii) appropriate on-the-job training and relevant experience; or
 - (iv) entry point for a diploma without experience.
- (c) Organisational relationships

- (i) work under regular supervision except where this level of supervision is not required by the nature of responsibilities under B.2.2 being undertaken;
 - (ii) provide limited guidance to a limited number of lower classified employees.
- (d) Extent of authority
- (i) work outcomes are monitored;
 - (ii) have freedom to act within established guidelines;
 - (iii) solutions to problems may require the exercise of limited judgment, with guidance to be found in procedures, precedents and guidelines. Assistance will be available when problems occur.

B.3 Social and community services employee level 3

B.3.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 3 will work under general direction in the application of procedures, methods and guidelines which are well established.
- (b) General features of this level involve solving problems of limited difficulty using knowledge, judgment and work organisational skills acquired through qualifications and/or previous work experience. Assistance is available from senior employees. Employees may receive instruction on the broader aspects of the work. In addition, employees may provide assistance to lower classified employees.
- (c) Positions at this level allow employees the scope for exercising initiative in the application of established work procedures and may require the employee to establish goals/objectives and outcomes for their own particular work program or project.
- (d) At this level, employees may be required to supervise lower classified staff or volunteers in their day-to-day work. Employees with supervisory responsibilities may undertake some complex operational work and may undertake planning and co-ordination of activities within a clearly defined area of the organisation including managing the day-to-day operations of a group of residential facility for persons with a disability.

- (e) Employees will be responsible for managing and planning their own work and that of subordinate staff or volunteers and may be required to deal with formal disciplinary issues within the work area.
- (f) Those with supervisory responsibilities should have a basic knowledge of the principles of human resource management and be able to assist subordinate staff or volunteers with on-the-job training. They may be required to supervise more than one component of the work program of the organisation.
- (g) Graduates with a three year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 3. Graduates with a four year degree that undertake work related to the responsibilities under this level will commence at no lower than pay point 4.

B.3.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake responsibility for various activities in a specialised area;
- (b) exercise responsibility for a function within the organisation;
- (c) allow the scope for exercising initiative in the application of established work procedures;
- (d) assist in a range of functions and/or contribute to interpretation of matters for which there are no clearly established practices and procedures although such activity would not be the sole responsibility of such an employee within the workplace;
- (e) provide secretarial and/or administrative support requiring a high degree of judgment, initiative, confidentiality and sensitivity in the performance of work;
- (f) assist with or provide a range of records management services, however the responsibility for the records management service would not rest with the employee;
- (g) proficient in the operation of the computer to enable modification and/or correction of computer software systems or packages and/or identification problems. This level could include systems administrators in small to medium sized organisations whose responsibility includes the security/integrity of the system;

- (h) apply computing programming knowledge and skills in systems development, maintenance and implementation under direction of a senior employee;
- (i) supervise a limited number of lower classified employees or volunteers;
- (j) allow the scope for exercising initiative in the application of established work procedures;
- (k) deliver single stream training programs;
- (l) co-ordinate elementary service programs;
- (m) provide assistance to senior employees;
- (n) where prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) undertake some minor phase of a broad or more complex assignment;
 - (ii) perform duties of a specialised nature;
 - (iii) provide a range of information services;
 - (iv) plan and co-ordinate elementary community-based projects or programs;
 - (v) perform moderately complex functions including social planning, demographic analysis, survey design and analysis.
- (o) in the delivery of disability services as described in subclauses B.1.2 or B.2.2, taking overall responsibility for the personal care of residents; training, co-ordinating and supervising other employees and scheduling work programmes; and assisting in liaison and co-ordination with other services and programmes.

B.3.3 Requirements of the job

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) thorough knowledge of work activities performed within the workplace;
 - (ii) sound knowledge of procedural/operational methods of the workplace;
 - (iii) may utilise limited professional or specialised knowledge;
 - (iv) working knowledge of statutory requirements relevant to the workplace;
 - (v) ability to apply computing concepts.
- (b) Prerequisites

- (i) entry level for graduates with a relevant three year degree that undertake work related to the responsibilities under this level—pay point 3;
 - (ii) entry level for graduates with a relevant four year degree that undertake work related to the responsibilities under this level—pay point 4;
 - (iii) associate diploma with relevant experience; or
 - (iv) relevant certificate with relevant experience, or experience attained through previous appointments, services and/or study of an equivalent level of expertise and/or experience to undertake the range of activities required.
- (c) Organisational relationships
- (i) graduates work under direct supervision;
 - (ii) works under general supervision except where this level of supervision is not required by the nature of the responsibilities under B.3.2 being undertaken;
 - (iii) operate as member of a team;
 - (iv) supervision of other employees.
- (d) Extent of authority
- (i) graduates receive instructions on the broader aspects of the work;
 - (ii) freedom to act within defined established practices;
 - (iii) problems can usually be solved by reference to procedures, documented methods and instructions. Assistance is available when problems occur.

B.4 Social and community services employee level 4

B.4.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 4 will work under general direction in functions that require the application of skills and knowledge appropriate to the work. Generally guidelines and work procedures are established.
- (b) General features at this level require the application of knowledge and skills which are gained through qualifications and/or previous experience in a discipline. Employees will be expected to contribute

knowledge in establishing procedures in the appropriate work-related field. In addition, employees at this level may be required to supervise various functions within a work area or activities of a complex nature.

- (c) Positions may involve a range of work functions which could contain a substantial component of supervision. Employees may also be required to provide specialist expertise or advice in their relevant discipline.
- (d) Work at this level requires a sound knowledge of program, activity, operational policy or service aspects of the work performed with a function or a number of work areas.
- (e) Employees require skills in managing time, setting priorities, planning and organising their own work and that of lower classified staff and/or volunteers where supervision is a component of the position, to achieve specific objectives.
- (f) Employees will be expected to set outcomes and further develop work methods where general work procedures are not defined.

B.4.2 Responsibilities

To contribute to the operational objectives of the workplace, a position at this level may include some of the following:

- (a) undertake activities which may require the employee to exercise judgment and/or contribute critical knowledge and skills where procedures are not clearly defined;
- (b) perform duties of a specialised nature requiring the development of expertise over time or previous knowledge;
- (c) identification of specific or desired performance outcomes;
- (d) contribute to interpretation and administration of areas of work for which there are no clearly established procedures;
- (e) expected to set outcomes and further develop work methods where general work procedures are not defined and could exercise judgment and contribute critical knowledge and skills where procedures are not clearly defined;
- (f) although still under general direction, there is greater scope to contribute to the development of work methods and the setting of outcomes. However, these must be within the clear objectives of the organisation and within budgetary constraints;

- (g) provide administrative support of a complex nature to senior employees;
- (h) exercise responsibility for various functions within a work area;
- (i) provide assistance on grant applications including basic research or collection of data;
- (j) undertake a wide range of activities associated with program activity or service delivery;
- (k) develop, control and administer a records management service for the receipt, custody, control, preservation and retrieval of records and related material;
- (l) undertake computer operations requiring technical expertise and experience and may exercise initiative and judgment in the application of established procedures and practices;
- (m) apply computer programming knowledge and skills in systems development, maintenance and implementation;
- (n) provide a reference and research information service and technical service including the facility to understand and develop technologically based systems;
- (o) where the prime responsibility lies in a specialised field, employees at this level would undertake at least some of the following:
 - (i) liaise with other professionals at a technical/professional level;
 - (ii) discuss techniques, procedures and/or results with clients on straight forward matters;
 - (iii) lead a team within a specialised project;
 - (iv) provide a reference, research and/or technical information service;
 - (v) carry out a variety of activities in the organisation requiring initiative and judgment in the selection and application of established principles, techniques and methods;
 - (vi) perform a range of planning functions which may require exercising knowledge of statutory and legal requirements;
 - (vii) assist senior employees with the planning and co-ordination of a community program of a complex nature.

B.4.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) knowledge of statutory requirements relevant to work;
 - (ii) knowledge of organisational programs, policies and activities;
 - (iii) sound discipline knowledge gained through experience, training or education;
 - (iv) knowledge of the role of the organisation and its structure and service;
 - (v) specialists require an understanding of the underlying principles in the discipline.

- (b) Prerequisites
 - (i) relevant four year degree with one years relevant experience;
 - (ii) three year degree with two years of relevant experience;
 - (iii) associate diploma with relevant experience;
 - (iv) lesser formal qualifications with substantial years of relevant experience;
 - or
 - (v) attained through previous appointments, service and/or study, an equivalent level of expertise and experience to undertake a range of activities,

- (c) Employees undertaking specialised services will be promoted to this level once they have had the appropriate experience and undertake work related to the responsibilities under this level.

- (d) Employees working as sole employees will commence at this level.

- (e) Organisational relationships
 - (i) works under general direction;
 - (ii) supervises other staff and/or volunteers or works in a specialised field.

- (f) Extent of authority
 - (i) required to set outcomes within defined constraints;
 - (ii) provides specialist technical advice;

- (iii) freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined established practices;
- (iv) solutions to problems generally found in precedents, guidelines or instructions;
- (v) assistance usually available.

B.5 Social and community services employee level 5

B.5.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 5 will work under general direction from senior employees. Employees undertake a range of functions requiring the application of a high level of knowledge and skills to achieve results in line with the organisation's goals.
- (b) Employees adhere to established work practices. However, they may be required to exercise initiative and judgment where practices and direction are not clearly defined.
- (c) General features at this level indicate involvement in establishing organisation programs and procedures. Positions will include a range of work functions and may involve supervision. Work may span more than one discipline. In addition, employees at this level may be required to assist in the preparation of, or prepare the organisation's budget. Employees at this level will be required to provide expert advice to employees classified at a lower level and volunteers.
- (d) Positions at this level demand the application of knowledge which is gained through qualifications and/or previous experience. In addition, employees will be required to set priorities and monitor work flows in their area of responsibility which may include establishing work programs in small organisations.
- (e) Employees are required to set priorities, plan and organise their own work and that of lower classified staff and/or volunteers and establish the most appropriate operational methods for the organisation. In addition, interpersonal skills are required to gain the co-operation of clients and staff.

- (f) Employees responsible for projects and/or functions will be required to establish outcomes to achieve organisation goals. Specialists may be required to provide multi-disciplinary advice.

B.5.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) responsibility for a range of functions within the organisation requiring a high level of knowledge and skills;
- (b) undertake responsibility for a moderately complex project, including planning, co-ordination, implementation and administration;
- (c) undertake a minor phase of a broader or more complex professional assignment;
- (d) assist with the preparation of or prepare organisation or program budgets in liaison with management;
- (e) set priorities and monitor work flow in the areas of responsibility;
- (f) provide expert advice to employees classified at lower levels and/or volunteers;
- (g) exercise judgment and initiative where procedures are not clearly defined;
- (h) understanding of all areas of computer operation to enable the provision of advice and assistance when non-standard procedures/processes are required;
- (i) monitor and interpret legislation, regulations and other agreements relating to occupational health and safety, workers compensation and rehabilitation;
- (j) undertake analysis/design for the development and maintenance of projects and/or undertake programming in specialist areas. May exercise responsibility for a specialised area of computing operation
- (k) undertake publicity assignments within the framework of the organisation's publicity and promotions program. Such assignments would be of limited scope and complexity but would involve the co-ordination of facets of the total program including media liaison, design and layout of publications/displays and editing;
- (l) operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee;
- (m) undertake duties that require knowledge of procedures, guidelines and/or statutory requirements relevant to the organisation;

- (n) plan, co-ordinate, implement and administer the activities and policies including preparation of budget;
- (o) develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- (p) plan, co-ordinate and administer the operation of a multi-functional service including financial management and reporting;
- (q) where the prime responsibility lies in professional services, employees at this level would undertake at least some of the following:
 - (i) under general direction undertake a variety of tasks of a specialised and/or detailed nature;
 - (ii) exercise professional judgment within prescribed areas;
 - (iii) carry out planning, studies or research for particular projects including aspects of design, formulation of policy, implementation of procedures and presentation;
 - (iv) provide reports on progress of program activities including recommendations;
 - (v) exercise a high level of interpersonal skills in dealing with the public and other organisations;
 - (vi) plan, develop and operate a community service organisation of a moderately complex nature.

B.5.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualifications and/or training
 - (i) knowledge of organisational programs, policies and activities;
 - (ii) sound discipline knowledge gained through experience;
 - (iii) knowledge of the role of the organisation, its structure and services.
- (b) Prerequisites
 - (i) relevant degree with relevant experience;
 - (ii) associate diploma with substantial experience;

- (iii) qualifications in more than one discipline;
 - (iv) less formal qualifications with specialised skills sufficient to perform at this level; or
 - (v) attained through previous appointments, service and/or study an equivalent level of experience and expertise to undertake the range of activities required.
- (c) Organisational relationships
- (i) work under general direction;
 - (ii) supervise other employees and/or volunteers.
- (d) Extent of authority
- (i) exercise a degree of autonomy;
 - (ii) control projects and/or programs;
 - (iii) set outcomes for lower classified staff;
 - (iv) establish priorities and monitor work flow in areas of responsibility;
 - (v) solutions to problems can generally be found in documented techniques, precedents and guidelines or instructions. Assistance is available when required.

B.6 Social and community services employee level 6

B.6.1 Characteristics of the level

- (a) A person employed as a Social and community services employee level 6 will operate under limited direction from senior employees or management and undertake a range of functions for which operational policies, practices and guidelines may need to be developed.
- (b) General features at this level allow employees the scope to influence the operational activities of the organisation and would require employees to be involved with establishing operational procedures which impact upon the organisation and/or the sections of the community served by it. Employees at this level will be expected to contribute to management of the organisation, assist or prepare budgets, establish procedures and work practices. Employees will be involved in the formation of programs and work practices and will be required to provide assistance and/or expert advice to other employees.

Employees may be required to negotiate matters on behalf of the organisation.

- (c) Positions at this level will require responsibility for decision-making in the particular work area and the provision of expert advice. Employees will be required to provide consultation and assistance relevant to the workplace. Employees will be required to set outcomes for the work areas for which they are responsible so as to achieve the objectives of the organisation. They may be required to undertake the control and co-ordination of a program, project and/or significant work area. Employees require a good understanding of the long term goals of the organisation.
- (d) Employees may exercise managerial responsibility, work independently as specialists or may be a senior member of a single discipline project team or provide specialist support to a range of programs or activities. Positions at this level may be identified by: impact of activities undertaken or achievement of stated outcomes or objectives for the workplace; the level of responsibility for decision-making; the exercise of judgment; delegated authority; and the provision of expert advice.
- (e) Managing time is essential so outcomes can be achieved. A high level of interpersonal skills is required to resolve organisational issues, negotiate contracts, develop and motivate staff. Employees will be required to understand and implement effective staff management and personnel practices.

B.6.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake significant projects and/or functions involving the use of analytical skills;
- (b) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with organisation goals;
- (c) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single or multi-specialist operation;

- (d) undertake a range of duties within the work area, including develop work practices and procedures; problem definition, planning and the exercise of judgment; provide advice on policy matters and contribute to their development;
- (e) negotiate on matters of significance within the organisation with other bodies and/or members of the public;
- (f) provide advice on matters of complexity within the work area and/or specialised area;
- (g) control and co-ordinate a work area or a larger organisation within budgetary constraints;
- (h) exercise autonomy in establishing the operation of the work area;
- (i) provide a consultancy service for a range of activities and/or to a wide range of clients;
- (j) where the prime responsibility lies in a specialised field an employee at this level would undertake at least some of the following:
 - (i) provide support to a range of activities or programs;
 - (ii) control and co-ordinate projects;
 - (iii) contribute to the development of new procedures and methodology;
 - (iv) provide expert advice and assistance relevant to the work area;
 - (v) supervise/manage the operation of a work area and monitor work outcomes;
 - (vi) supervise on occasions other specialised staff;
 - (vii) supervise/manage the operation of a discrete element which is part of a larger organisation;
 - (viii) provide consultancy services for a range of activities.

B.6.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualification and/or training
 - (i) comprehensive knowledge of organisation policies and procedures;

- (ii) specialist skills and/or supervision/management abilities exercised within a multi disciplinary or major single function operation;
 - (iii) specialist knowledge gained through experience, training or education;
 - (iv) appreciation of the long term goals of the organisation;
 - (v) detailed knowledge of program activities and work practices relevant to the work area;
 - (vi) knowledge of organisation structures and functions;
 - (vii) comprehensive knowledge of requirements relevant to the discipline.
- (b) Prerequisites
- (i) degree with substantial experience;
 - (ii) post graduate qualification;
 - (iii) associate diploma with substantial experience;
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (c) Organisational relationships
- (i) works under limited direction from senior employees of the Committee of Management or Board;
 - (ii) supervision of staff.
- (d) Extent of authority
- (i) exercise a degree of autonomy;
 - (ii) may manage a work area or medium to large organisation or multi-worksite organisation;
 - (iii) has significant delegated authority;
 - (iv) selection of methods and techniques based on sound judgment;
 - (v) manage significant projects and/or functions;
 - (vi) solutions to problems can generally be found in documented techniques, precedents, or instructions. Advice available on complex or unusual matters.

B.7 Social and community services employee level 7

B.7.1 Characteristics of the level

- (a) A person employed as a Community services employee level 7 will operate under limited direction and exercise managerial responsibility for various functions within a section and/or organisation or operate as a specialist, a member of a specialised professional team or independently.
- (b) General features at this level require employees' involvement in establishing operational procedures which impact on activities undertaken and outcomes achieved by the organisation and/or activities undertaken by sections of the community served by the organisation.
- (c) Employees are involved in the formation/establishment of programs, the procedures and work practices within the organisation and will be required to provide assistance to other employees and/or sections.
- (d) Positions at this level will demand responsibility for decision-making and the provision of expert advice to other areas of the organisation. Employees would be expected to undertake the control and co-ordination of the organisation and major work initiatives. Employees require a good understanding of the long term goals of the organisation.
- (e) In addition, positions at this level may be identified by the level of responsibility for decision-making, the exercise of judgment and delegated authority and the provision of expert advice.
- (f) The management of staff is normally a feature at this level. Employees are required to set outcomes in relation to the organisation and may be required to negotiate matters on behalf of the organisation.

B.7.2 Responsibilities

To contribute to the operational objectives of the work area, a position at this level may include some of the following:

- (a) undertake managerial or specialised functions under a wide range of conditions to achieve results in line with divisional/corporate goals;
- (b) exercise managerial control, involving the planning, direction, control and evaluation of operations which include providing analysis and interpretation for either a major single discipline or multi-discipline operation;

- (c) develop work practices and procedures for various projects;
- (d) establish work area outcomes;
- (e) prepare budget submissions for senior officers and/or the organisation;
- (f) develop and implement significant operational procedures;
- (g) review operations to determine their effectiveness;
- (h) develop appropriate methodology and apply proven techniques in providing specialised services
- (i) where prime responsibility lies in a professional field an officer at this level:
 - (i) controls and co-ordinates projects/programs within an organisation in accordance with corporate goals;
 - (ii) provides a consultancy service to a wide range of clients;
 - (iii) functions may involve complex professional problem solving;
 - (iv) provides advice on policy method and contributes to its development.

B.7.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualification and/or training:
 - (i) comprehensive knowledge of policies and procedures;
 - (ii) application of a high level of discipline knowledge;
 - (iii) qualifications are generally beyond those required through tertiary education alone, typically acquired through completion of higher education qualifications to degree level and extensive relevant experience;
 - (iv) lesser formal qualifications with acquisition of considerable skills and extensive relevant experience to an equivalent standard; or
 - (v) a combination of experience, expertise and competence sufficient to perform the duties required at this level.
- (b) Organisational relationships
 - (i) works under limited direction;
 - (ii) normally supervises other employees and establishes and monitors work outcomes.

- (c) Extent of authority
 - (i) may manage section or organisation;
 - (ii) has significant delegated authority;
 - (iii) selection of methods and techniques based on sound judgment (guidance not always readily available within the organisation). Decisions and actions taken at this level may have significant effect on program/project/work areas being managed.

B.8 Social and community services employee level 8

B.8.1 Characteristics of this level

- (a) A person employed as a Social and community services employee level 8 is subject to broad direction from senior officers and will exercise managerial responsibility for the organisation's relevant activity. In addition, employees may operate as a senior specialist providing multi-functional advice to either various departments or directly to the organisation.
- (b) A person employed as a Social and community services employee level 8 will be subject to broad direction from management/the employer and will exercise managerial responsibility for an organisation. In addition, employees may operate as a senior specialist providing multi-functional advice to other professional employees, the employer, Committee or Board of Management.
- (c) General features of this level require the employee's involvement in the initiation and formulation of extensive projects or programs which impact on the organisation's goals and objectives. Employees are involved in the identification of current and future options and the development of strategies to achieve desired outcomes.
- (d) Additional features include providing financial, specialised, technical, professional and/or administrative advice on policy matters within the organisation and/or about external organisations such as government policy.
- (e) In addition, employees will be required to develop and implement techniques, work practices and procedures in all facets of the work area.
- (f) Employees at this level require a high level of proficiency in the application of theoretical approaches in the search of optimal solutions to new problems and

opportunities which may be outside of the original field of specialisation.

- (g) Positions at this level will demand responsibility for decision-making within the constraints of organisational policy and require the employees to provide advice and support to all facets of the organisation. Employees will have significant impact upon policies and programs and will be required to provide initiative, and have the ability to formulate, implement, monitor and evaluate projects and programs.
- (h) Positions at this level may be identified by the significant independence of action within the constraints of organisational policy.

B.8.2 Responsibilities

A position at this level may include some of or similar responsibilities to:

- (a) undertake work of significant scope and complexity. A major portion of the work requires initiative;
- (b) undertake duties of innovative, novel and/or critical nature with little or no professional direction;
- (c) undertake functions across a range of administrative, specialist or operational areas which include specific programs or activities, management of services delivery and the provision of high level advice;
- (d) provide authoritative specialist advice on policy matters and contribute to the development and review of policies, both internal and external;
- (e) manage extensive programs or projects in accordance with organisational goals. This may require the development, implementation and evaluation of those goals;
- (f) administer complex policy and program matters;
- (g) may offer consultancy service;
- (h) evaluate and develop/revise methodology techniques with the organisation. The application of high level analytical skills in the attainment and satisfying of organisational objectives;
- (i) where the prime responsibility is in a specialised field, employees at this level would undertake at least some of the following:
 - (i) contribute to the development of operational policy;

- (ii) assess and review the standards of work of other specialised personnel/external consultants;
- (iii) initiate and formulate organisational programs;
- (iv) implement organisational objectives within corporate goals;
- (v) develop and recommend ongoing plans and programs.

B.8.3 Requirements of the position

Some or all of the following are needed to perform work at this level:

- (a) Skills, knowledge, experience, qualification and/or training
 - (i) detailed knowledge of policy, programs, guidelines, procedures and practices of the organisation and external bodies;
 - (ii) detailed knowledge of statutory requirements.
- (b) Prerequisites
 - (i) qualifications are generally beyond those normally acquired through a degree course and experience in the field of specialist expertise;
 - (ii) substantial post graduate experience;
 - (iii) lesser formal qualifications and the acquisition of considerable skills and extensive and diverse experience relative to an equivalent standard; or
 - (iv) attained through previous appointments, service and/or study with a combination of experience, expertise and competence sufficient to perform the duties of the position.

SCHEDULE C

NURSES' EMPLOYMENT CLASSIFICATIONS

B.5 Registered nurses

B.5.1 Registered nurse—level 1 (RN1)

Responsible to: Assistant Manager to Main Home Manager and through to the Chief Executive Officer.

PURPOSE OF POSITION

Provision & co-ordination of care services in the Main Home, contribution to policy development & supervision of care staff under span of control.

OBJECTIVES:

- To abide by the Rudolf Steiner Curative Education & Social Therapy principles & the philosophy, objectives, policies & procedures of Inala.
- To provide a high standard of service that has measurable benefits & positive outcomes for clients in Inala's services.
- To maintain & promote family relationships, social networks & community access for clients in Inala's services
- To network with other agencies/stakeholders in providing an integrated range of 'quality' services.

INALA WORK HEALTH & SAFETY REQUIREMENTS:

The Registered Nurse has a responsibility & accountability to the Main Home Manager for safe work practices involving the following WHS requirements:

- Implementing WHS Policies & Procedures – Implement actions & decisions which are consistent with the intention of the Inala WHS policy & ensuring compliance with all site safety rules. Communicate WHS information to employees on WHS issues.
- Investigating WHS matters reported – Investigate & follow-up actions taken for all incidents, near misses, injuries & all hazards reported in the unit & report to the Main Home Manager.
- Work Environment – Ensure staff are provided, appropriately wear & maintain personal protective equipment where required. Participate in emergency response rehearsals & reviews when conducted. Actively participating in any other safety activities prescribed by Inala.

- Safe Work Methods – Ensure the provision of sufficient resources to accomplish WHS program objectives.
- Injury Management – Manage workplace injuries in accordance with the Return to Work Policy & procedures.

NATURE AND SCOPE OF WORK PERFORMED:

The principle responsibilities for the Registered Nurse position concern the development & provision of direct care services in the Unit. This includes the formulation of Individual Service Plan for designated clients & the effective implementation of Individual Service Plan strategies. Ensuring that care delivery is a high standard & this is monitored through a quality assurance system.

ACCOUNTABLE TO:

- The Main Home Manager
- The Assistant Manager
- Nurses & Midwives Board
- Medical Practitioners
- Department of Aging, Disability & Home Care

SPECIFIC RESPONSIBILITIES:

1. CLIENTS

- 1.1 The delivery of quality care to the clients, enhancing their individual growth & quality of life.
- 1.2 Implement Inala's policies & procedures relating to the provision of client services.
- 1.3 Implement & document the provision of direct care, skill development, behaviour management & other planned support services to clients in the Unit.
- 1.4 The development of Individual Service Plans for designated clients & the effective implementation of individual scope of his/her abilities.
- 1.5 Communicating with clients, relatives, visitors & staff in relation to all aspects of the quality of care & quality of life issues.
- 1.6 Promoting independence in all activities in daily living for the individual client, being mindful of the individual scope of his/her abilities.
- 1.7 Ensuring that all clients' privacy, dignity & confidentiality is maintained at all times.
- 1.8 Ensuring care of all clients' property & valuables.

- 1.9 Manage complaints & other issues as they arise & submit written reports to the Main Home Manager in relation to the circumstances & outcomes of the issues.

2. STAFF SUPERVISION

- 2.1 Supervising the work of Residential Care Worker.
- 2.2 Implement induction procedures for assigned staff entering duty in the Unit. Complete documentation & procedures for induction programs.
- 2.3 Participate in interview procedures for the employment of Nursing personnel for the Unit (where required)
- 2.4 Participating in on-going education of Residential Care Worker, identifying areas of educational need & advising the Main Home Manager.
- 2.5 Participating in performance appraisal of staff members under your supervision, in accordance with Inala's appraisal criteria.
- 2.6 Managing staffing levels in the absence of the Main Home Manager.
- 2.7 Report to the Main Home Manager alleged matters of breach of conduct that may lead to formal disciplinary action.
- 2.8 Supervising all other staff, eg. Catering & domestic, in the absence of the Main Home Manager.
- 2.9 Attending & actively participating in relevant meetings, research & in-service education sessions.
- 2.10 Participating in Quality Assurance activities & contributing toward the development & review of policies & procedures.

3. WHS RESPONSIBILITIES

- 3.1 Comply with the Inala Work Health & Safety requirements identified in this Job Description.
- 3.2 Identify & report risks or hazards within the service area to staff, client & any other person/s health & safety in line with Work, Health & Safety requirements.
- 3.3 Direct, supervise, guide, monitor & educate staff in safe infection control practice.
- 3.4 Maintaining a safe, clean, pleasant & home-like environment for clients, staff & visitors.
- 3.5 Documentation of all incidents & accidents in accordance with legal & facility requirements.

4. CLINICAL SERVICES

- 4.1 Documentation of nursing care in clients' progress notes & to comply with all legal requirements & legislation to ensure a continuity of care.

- 4.2 Ensure that adequate stock & equipment is available for the effective & efficient management of the Main Home.
- 4.3 Liaise with visiting Medical Practitioners & other Health Care professionals in the planning & implementation of the individual clients' care & growth.
- 4.4 Ensure all medication/treatments are provided to clients as prescribed by the Medical Officer & within the Policies, Procedures & Guidelines set by Inala for handling medication.
- 4.5 Referring complex care issues and/or those beyond the scope of personal practice to the Main Home Manager.
- 4.6 Referral & research regarding on-going therapy with other Health providers, allied Health.
- 4.7 Keywork responsibilities.
- 4.8 Induction & on-going training.
- 4.9 Providing clinical services for all clients living in the Main Home, including all aspects of clients' health, in all service areas.

5. MANAGEMENT

- 5.1 Assume "In-Charge" responsibilities for the Main Home as delegated & liaise appropriately with senior staff.
- 5.2 Ensure replacement of staff and/or roster contingencies are managed effectively.
- 5.3 Ensure that appropriately qualified & skilled staff are allocated effectively.
- 5.4 Self appraisal & mutual goal setting with performance indicators annually or as required.

6. SPECIFIC DUTIES

The Registered Nurse will attend to the following assigned duties:

- 6.1 Client Case Load and direct care as required and/or allocated.
- 6.2 Assessment & documentation of clients' needs & abilities.
- 6.3 Medication administration, management & awareness of the side effects of same, including PRN Medication.
- 6.4 Holistic Nursing care & individual approaches to client needs.
- 6.5 Implement Infection Control procedures as required.
- 6.6 Accompanying visiting Medical Practitioners & implementing orders.
- 6.7 Updating documentation daily.
- 6.8 Implementation of specific programmes and/or therapies as ordered.
- 6.9 Replacement of absent staff on following shifts.
- 6.10 Managing resources in a safe & economic manner, including building & person security.

- 6.11 Attending to all other duties as designated by the Assistant Manager.
- 6.12 Follow physiotherapist guidelines.
- 6.13 Monitor needs – Blood Levels, eg INK or Blood Glucose.
- 6.14 Palliative care where needed.
- 6.15 Oxygen therapy.
- 6.16 Catheter insertion, dressings, drains, sub-cut fluids.
- 6.17 Dietary Management.
- 6.18 Management of specific needs.

QUALIFICATIONS

Current registration (List A) with the NSW Nurses Registration Board.

EXPERIENCE

1. Essential

- An understanding of the Disability Services Act & Legislation.
- A willingness to undertake on-going education.
- An understanding of WH&S and Equal Employment Opportunity guidelines.

2. Desirable

- Minimum two years post-basic experience in the field of Disability Services.
- A demonstrated ability to work within the Disability Services Act.
- Ability to supervise & manage staff on shift.
- Ability to appraise Residential Care Worker under direct line supervision.
- Ability to effectively identify staff/client conflicts & deal with same.
- Awareness of the roles of relevant funding bodies & on-going responsibility.

3. Special Skills & Qualities

- To work within the ethics of the nursing profession
- To work within the competencies as outlined by ANC.
- To work independently (without close & constant supervision)
- To attend to work details & directions
- Ability to plan & implement care ensuring a holistic approach & having regard to the clients & his/her relatives.
- Ability to communicate with clients, relatives & all team members of the Main Home.
- Demonstrated tolerance, respect, patience & empathy for people with disabilities & their individual needs.
- Maintain current practices, keeping in formed of new expectations, techniques, procedures & equipment relevant to the working environment.

RECOGNITION OF SERVICE AND EXPERIENCE

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

HOURS OF WORK

As per fortnightly roster.

B5.2 Registered nurse—level 2 (RN2)

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

An employee at this level may also be known as a Clinical nurse.

- (b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

- (i) Duties of a **Clinical 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
 - being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
 - 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.
- (ii) Duties of a Nurse Manager will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff selection and education;
 - allocation and rostering of staff;
 - occupational health;

- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

SCHEDULE D

TRANSLATION TABLE TO ENABLE ERO CALCULATIONS

FOR NURSING CLASSIFICATIONS

CURRENT NURSING GRADE	COMPARABLE SACS GRADE Prior to 1/7/2012	COMPARABLE SCHADS LEVEL After 1/7/2012	INALA ENTERPRISE AGREEMENT 2014 CLASSIFICATIONS
AINY1	G2Y1	L3PP1	L3PP1
AINY2	G2Y1	L3PP2	L3PP2
AINY3	G2Y2	L3PP2	L3PP2
AINTA	G2Y2	L3PP3	L3PP3
AINY3 & TA	G2Y4	L3PP4	L3PP4
RNY1	G3Y1	L3P1	RNL1P1
RNY2	G3Y2	L4P2	RNL1P2
RNY3	G3Y4	L4P2	RNL1P3
RNY4	G3Y5	L4P3	RNL1P4
RNY5	G4Y1	L4P4	RNL1P5
RNY6	G4Y3	L5P1	RNL1P6
RNY7	G4Y2	L5P2	RNL1P7
RNY8	G5Y2	L6P1	RNL1P8
-	G6Y1	L6P2	RNL2P1
-	G6Y1	L6P3	RNL2P2
-	G6Y2	L7P1	RNL2P3
-	G6Y2	L7P2	RNL2P3TA

SACS means the Social and Community Services Employees (State) Award

SCHADS means Social, Community, Home Care and Disability Services Industry Award 2010

RN means Registered Nurse

AIN means Assistant in Nursing

SCHEDULE E

ALLOWANCES

In addition to the rates of pay prescribed in Clause 5.1 Salaries and Schedule A of this Agreement, the following allowances shall apply where applicable.

ALLOWANCE TYPE	AMOUNT	PER INSTANCE
First Aid allowance - Daily	\$2.7740	Per Day Worked
First Aid Allowance – Weekly	\$13.87	Per Week
Kilometre Allowance	\$0.76	Per Kilometre
In Charge Allowance for Nurses	\$18.94	Per Shift
On Call Allowance for Nurses	\$9.14	Per Shift
On Call/In Charge Combination for Nurses	\$28.08	Per Shift
On Call Group Homes – Mon to Friday	\$17.68	Per Day
On Call Group Homes – Weekends	\$31.16	Per Day

These allowances will be increased from time to time in accordance with increases to the relevant allowances in the Social, Community, Home Care and Disability Services Award 2010 and for those allowances specifically referable to Nurses, the Nurses Award 2010.