



# DECISION

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

**North Sydney Retirement Trust T/A James Milson Nursing Home**  
(AG2021/5408)

## **JAMES MILSON VILLAGE ENTERPRISE AGREEMENT 2021**

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 24 JUNE 2021

*Application for approval of the James Milson Village Enterprise Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *James Milson Village Enterprise Agreement 2021 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[5] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 as are relevant to this application for approval have been met.

[6] The Health Services Union being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement

to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

**[8]** The Agreement is approved and, in accordance with section 54 of the Act, will operate from 1 July 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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**Annexure A**

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG 2021/5408**

**Application for approval of the James Milson Village Enterprise Agreement 2021**

**Applicant:**

**North Sydney Retirement Trust trading as James Milson Village**

**Section 185 – Application for approval of a single enterprise agreement**

**Undertaking- Section 190**

I, Ben Van Lierop, Chief Executive Officer for North Sydney Retirement Trust, give the following undertaking with respect to the James Milson Village Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by North Sydney Retirement Trust to provide this undertaking in relation to the application before the Fair Work Commission.
2. *North Sydney Retirement Trust trading as James Milson Village undertakes that for the purposes of the NES a shift worker is a shift worker as defined by clause 5 of this Agreement.*
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
Signature

11-06-2021  
Date

**Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.**



# **James Milson Village Enterprise Agreement 2021**

## Contents

1. TITLE .....	4
2. PARTIES BOUND .....	4
3. COMMENCEMENT .....	4
4. EXPIRY .....	4
5. DEFINITIONS.....	4
6. COMPLETE AGREEMENT .....	5
7. JAMES MILSON VILLAGE WOOLWICH.....	5
8. AGREEMENT FLEXIBILITY.....	6
9. NATIONAL EMPLOYMENT STANDARDS .....	7
10. NO EXTRA CLAIMS.....	7
11. RELATIONSHIP TO POLICIES AND PROCEDURES .....	7
12. AVAILABILITY OF AGREEMENT .....	7
13. EMPLOYEE ENGAGEMENT .....	7
14. PAY AND PAYMENT.....	10
15. HOURS.....	13
16. ROSTERS.....	15
17. BREAKS.....	15
18. OVERTIME .....	16
19. RECALL TO WORK.....	17
20. SHIFT AND WEEKEND WORK .....	17
21. PUBLIC HOLIDAYS.....	18
22. ALLOWANCES.....	19
23. HIGHER DUTIES .....	21
24. ANNUAL LEAVE .....	21
25. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE .....	24
26. SUPPORT FOR VICTIMS OF FAMILY AND DOMESTIC VIOLENCE .....	26
27. COMMUNITY SERVICE LEAVE.....	27
28. PARENTAL LEAVE .....	28
29. LONG SERVICE LEAVE.....	29
30. LEAVE WITHOUT PAY .....	30

31. CEREMONIAL LEAVE.....	31
32. TERMINATION OF EMPLOYMENT .....	31
33. REDUNDANCY .....	32
34. WORKFORCE TRAINING AND CAREER DEVELOPMENT .....	33
35. LABOUR FLEXIBILITY AND MIXED FUNCTIONS.....	34
36. ATTENDANCE AT MEETINGS .....	34
37. INSPECTION OF LOCKERS .....	35
38. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS.....	35
39. CONSULTATION.....	35
40. WORKLOAD MANAGEMENT .....	37
41. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES .....	37
42. UNION DELEGATES.....	38
EXECUTION PAGES.....	39
SCHEDULE A - EMPLOYMENT CLASSIFICATIONS .....	42
SCHEDULE B –PAY RATES.....	47
SCHEDULE C – ALLOWANCES .....	48



1. TITLE

1.1 This Agreement shall be known as the James Milson Village Enterprise Agreement 2021 and throughout is referred to as "this or the Agreement".

2. PARTIES BOUND

2.1 This Agreement shall be binding according to its terms upon the following:

- (a) North Sydney Retirement Trust trading as James Milson Village (ABN: 88 001 259 924) herein known as James Milson Village;
- (b) Health Services Union NSW Branch;
- (c) New South Wales Nurses and Midwives' Association;
- (d) Australian Nursing and Midwifery Federation (NSW Branch); and
- (e) those employees of James Milson Village performing work within the structure contained in this Agreement.

3. COMMENCEMENT

3.1 The Agreement will commence seven (7) days after the approved date determined by the Fair Work Commission.

4. EXPIRY

4.1 This Agreement shall have a nominal expiry date of 30 June 2023.

4.2 The parties agree to commence negotiation for a replacement Enterprise Agreement no less than three (3) months prior to the nominal expiry date of this Agreement.

5. DEFINITIONS

5.1 Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement:

**Act** means the Fair Work Act 2009 (as amended).

**Base Rate of Pay** means the rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

**Board** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.

**Day Worker** means an employee who is regularly rostered to work their ordinary hours Monday to Friday, between 6 am to 6 pm.

**De Facto Partner** means:

- a. a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- b. includes a former de facto partner of the employee.

**Employee Representative** means any person appointed by the employee which may include a union official.

**Employment Classifications** mean those set out in Schedule A to this Agreement and shall apply as if they had been reproduced in full in this clause.

**FWC** means Fair Work Commission.

**Immediate Family** means:

- a. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**NES** means the National Employment Standards as amended from time to time.

**Ordinary Pay** includes: the base rate of pay; any applicable over-agreement payments for ordinary hours of work. It does not include, shift or weekend penalties.

**Regulations** means the regulations associated with the Fair Work Act 2009 (as amended from time to time).

**Shift Worker** means:

- a. an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined; and/or
- b. an employee who works for more than four ordinary hours on 10 or more weekends.

**A weekend** means work performed in ordinary time on a Saturday and/or a Sunday in any one calendar week.

**Spouse** includes former spouse.

**Union or Unions** means the Health Services Union NSW, the New South Wales Nurses & Midwives' Association and the Australian Nursing & Midwifery Federation New South Wales Branch.

## 6. COMPLETE AGREEMENT

- 6.1 Other than individual agreements reached in accordance with Clause 8 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between James Milson Village and its employees to the **exclusion** (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 6.2 Notwithstanding sub clause 6.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

## 7. JAMES MILSON VILLAGE WOOLWICH

- 7.1 During the course of negotiations of this Agreement, James Milson Village acquired a Village from Illawarra Retirement Trust (IRT).
- 7.2 Woolwich employees at the time of purchase, were covered under the conditions of the IRT Enterprise Agreement 2018. This Agreement had a nominal expiry date of 28 February 2021.
- 7.3 Whilst many of the conditions in this agreement are either same or better than those outlined in IRT Agreement, some conditions and in particular some pay rates are less than the IRT Agreement.
- 7.4 The parties agree that Woolwich Employees should be covered by this Agreement moving forward.
- 7.5 It is proposed that with respect to conditions (outside of pay rates) will convert to those outlined in this Agreement for Woolwich Employees from the date of approval.



- 7.6 With respect to pay rates, it is proposed that where a Woolwich employee is currently paid more than the applicable rate of pay for their classification in this Agreement, then their pay rate will be frozen at the current rate until such time as the applicable rate of pay for their classification in this Agreement catches up or exceeds their current rate.
- 7.7 Where a Woolwich employee is currently paid less than the specified rates for their identified classification in this Agreement, then any retrospective adjustment in their pay rate will be backed dated to 1 March 2021.

## 8. AGREEMENT FLEXIBILITY

- 8.1 James Milson Village and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one (1) or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading;
  - (b) the arrangement meets the genuine needs of James Milson Village and the employee in relation to one (1) or more of the matters mentioned in subclause 8.1(a); and
  - (c) the arrangement is genuinely agreed to by James Milson Village and the employee.
- 8.2 James Milson Village must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 8.3 James Milson Village must ensure that the individual flexibility arrangement:
- (a) is in writing; and
  - (b) includes the name of James Milson Village (as the employer) and the employee; and
  - (c) is signed by James Milson Village and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of this Agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences.
- 8.4 James Milson Village must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 8.5 James Milson Village or the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or if James Milson Village and employee agree in writing – at any time.
  - (b) Management when seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited management will take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

## 9. NATIONAL EMPLOYMENT STANDARDS

9.1 It is the intention of this Agreement that the **NES**, as they may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.

**9.2** Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

## 10. NO EXTRA CLAIMS

10.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

10.2 Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against James Milson Village until the nominal expiry date has passed and the requirements of the Act have been satisfied.

10.3 Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement.

## 11. RELATIONSHIP TO POLICIES AND PROCEDURES

11.1 This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by James Milson Village, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect James Milson Village's ability to vary, revoke or establish any such policy or procedure from time to time.

## 12. AVAILABILITY OF AGREEMENT

12.1 James Milson Village will ensure that copies of this Agreement and the NES are available to all employees to whom they apply either via a notice board or in a meeting room which are conveniently located at or near the workplace, or through electronic means, whichever makes them more accessible.

## 13. EMPLOYEE ENGAGEMENT

### 13.1 Minimum Employment Period

(a) Employees (other than casual employees) will be on a period of probation for the first six (6) months of engagement for the purpose of determining the employee's suitability for ongoing employment.

(b) At any time during the probation period, James Milson Village or the employee can terminate the employment by providing written notice in accordance with Clause 32 – Termination of Employment.

(c) Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:

- (i) the time when the person is given notice of the dismissal; or
- (ii) immediately before the dismissal.



### 13.2 Full-time Employees

- (a) A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week.

### 13.3 Part-time Employees

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week or 76 hours per fortnight and whose hours of work are reasonably predictable. These employees may be referred to as part-time employees.
- (b) Before commencing part-time employment, James Milson Village management and the employee will agree in writing the guaranteed minimum number of hours to be worked by the employee and the rostering arrangements which will apply to these hours.
- (c) Reasonable additional hours may be worked in accordance with Clause 15 - Hours.
- (d) **Review of Part-time Hours:** At the request of an employee, the guaranteed minimum number of hours to be worked by the employee can be reviewed after 26 weeks, where the employee is regularly working more than their guaranteed minimum number of hours.
- (e) Any agreement to adjust an individual employee's guaranteed minimum number of hours will be subject to resident occupancy levels and resident acuity levels and needs.
- (f) The hours worked in the following circumstances will not be incorporated in the adjustment:
  - a. if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - b. if the increase in hours is as a result of temporary changes to the needs of residents and/or clients.
- (g) Following any adjustment to an employee's guaranteed minimum number of hours resulting from a review identified in subclause 13.3(d), James Milson Village management and the employee will agree in writing to the guaranteed minimum number of hours to be worked by the employee and the rostering arrangements which will apply to these hours.

### 13.4 Casual Employees

- (a) A casual employee is an employee engaged on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including 38 ordinary hours per week.
- (b) **Casual Conversion**
  - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment.
  - (ii) A regular casual employee is a casual employee who has in the preceding period of 26 weeks worked a pattern of hours on an ongoing basis which, without significant adjustment, the employee could continue to perform as a full-time employee or part-time employee under the provisions of this Agreement.
  - (iii) Any request under this subclause must be in writing and provided to James Milson Village.
  - (iv) Where a regular casual employee seeks to convert to full-time or part-time employment, James Milson Village may agree to or refuse the request, but the request may only be refused on reasonable grounds and after there has been consultation with the employee.
  - (v) Reasonable grounds for refusal include that:
    - a. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement – that is, the casual employee is not truly a regular casual employee as defined in subclause 13.4 (a); or

- b. it is known or reasonably foreseeable that the regular casual employee's position will cease to exist within the next 12 months; or
  - c. it is known or reasonably foreseeable that the hours of work which the regular casual employee is required to perform will be significantly reduced in the next 12 months; or
  - d. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.
- (vi) The hours worked in the following circumstances will also not be incorporated in a consent and conversion:
- a. where the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and/or
  - b. where the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a resident or client.

### **13.5 Trainees**

- (a) Trainees shall be employed in accordance with the provisions set out in Schedule E of the Miscellaneous Award 2010.

### **13.6 Recognition of Service and Experience**

- (a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to James Milson Village detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Until such time as the employee furnishes any such documentation contemplated in subclause (a) above, James Milson Village shall pay the employee at the level for which proof has been provided.
- (c) If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, James Milson Village shall pay the employee 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.
- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three (3) months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to James Milson Village.
- (e) An employee who is working in the same classification for more than one organisation shall notify James Milson Village within one (1) month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (f) An employee 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 (3) months of that entitlement arising. If that proof is so provided, the employee 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 employee shall be paid at the higher rate only from the date that proof is provided.



- (g) A Registered Nurse or Enrolled Nurse who has trained outside New South Wales shall be paid as a registered nurse as from the date they notifies James Milson Village in writing that they are eligible for registration or enrolment as a registered nurse; provided that they make application for registration within seven (7) days after being so notified that they are eligible for registration.

#### **13.7 National Criminal History Record Check**

- (a) Operators of aged care services are required to ensure employees, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check.
- (b) All employees will be required to maintain a current Police Check which will be paid for at the expense of James Milson Village and retained by James Milson Village. A copy will not be provided to the employee, but they may request to sight their Police Check.
- (c) New employees will be required to provide their Police Check at their own expense before commencing employment.

### **14. PAY AND PAYMENT**

**14.1** Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of part time and casual employees 1786 hours of experience, subject to the acquisition and use of the skills described in the definitions contained in Schedule A – Employment Classifications, and knowledge gained through experience in the practice settings over such a period.

#### **14.2 Full-Time and Part-Time Employees**

- (a) The base rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in the Tables in Schedule B – Pay Rates.
- (b) Full-Time Employees have the benefit of all of the other entitlements set out in this Agreement.
- (c) Part-Time Employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work relate to full-time hours.

#### **14.3 Casual Employees**

- (a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Schedule B – Pay Rates. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time and part time employees.
- (b) Where it is expressly stated in this Agreement that overtime and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of casual loading referred to in this sub-clause.
- (c) From the approval of the agreement, other penalty payments for casual employees shall be made pursuant to Clause 20 -Shift and Weekend Work.
- (d) A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) Casual employees shall have an entitlement to long service leave as governed by the provisions of the Long Service Leave Act 1955 (NSW).



#### **14.4 Increases in Pay Rates and Allowances**

- (a) The ordinary hourly rates of pay are set out in Schedule B – Pay Rates. These rates represent minimum increases from current rates of pay of 2% from the first pay period on or after 1 July 2020.
- (b) The rates of pay outlined in Column 2 of Table 1 in Schedule B – Pay Rates, will be effective from the first full pay period on after 1 July 2020. For subsequent years, the increase to rates will be in accordance with Column 3 and Column 4 of Schedule B – Pay Rates. These increases represent an increase of, 2% from the first full pay period on after 1 July 2021 and 2% from first full pay period on or after 1 July 2022.
- (c) The Allowances are set out in Schedule C – Allowances.
- (d) The Allowances in Column 4 in Schedule C – Allowances, will be effective from the first full pay period on after 1 July 2020. For subsequent years the increase to rates will be in accordance with Column 5 and Column 6 of Schedule C - Allowances.

#### **14.5 Payment of Wages**

- (a) Wages shall be paid fortnightly or where mutually agreed, monthly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee.
- (c) Wages shall be deposited by James Milson Village in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond James Milson Village's control, James Milson Village shall not be held accountable for such delay.
- (d) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three (3) working days.
- (e) Where James Milson Village has overpaid an employee, James Milson Village shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

#### **14.6 Particulars of Wages**

- (a) On pay day, each employee shall be provided with a pay slip in electronic form which complies with the relevant provisions of the Act.

#### **14.7 Remuneration Packaging**

- (a) Where agreed between James Milson Village and an employee, James Milson Village may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:
  - (i) management shall ensure that the structure of any package complies with taxation and other relevant laws;
  - (ii) management shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
  - (iii) management shall advise the employee in writing of their right to choose payment of that salary referred to in subclause (ii) above instead of a remuneration package;

- (iv) management shall advise the employee, in writing, that all remuneration packaging conditions, other than the salary and those conditions as agreed in subclause (v) below shall continue to apply;
- (v) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- (vi) employees who take up the options of remuneration packaging will need to sign as agreed their understanding and acceptance of remuneration packaging terms and conditions and arrangements;
- (vii) a copy of this acceptance shall be made available to the employee;
- (viii) the employee shall be entitled to inspect details of the payments made under the terms of this Agreement;
- (ix) the configuration of the remuneration package shall remain in force for the period agreed between the employee and James Milson Village;
- (x) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between James Milson Village and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (xi) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this Agreement, all salary packaging arrangements may at the discretion of James Milson Village be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate agreement rate of pay whichever is greater;
- (xii) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then management and/or the employee must give three (3) months' notice of the proposed change;
- (xiii) in the event that an employee ceases to be employed by James Milson Village this Agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with subclause (ii) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (xiv) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

#### **14.8 Superannuation**

- (a) James Milson Village will make superannuation contributions into an approved Superannuation **Fund nominated by the employee** in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- (b) An 'approved fund' means:
  - (i) Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
  - (ii) Aware Super; or
  - (iii) any agreed complying superannuation fund and is a fund that offers a MySuper product; provided that James Milson Village shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.



- (c) An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- (d) Should an employee fail to nominate a fund, management will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.
- (e) The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include over-agreement payments, shift, weekend and public holiday loadings, annual leave loading, allowances and bonuses.
- (f) **Contributions**
  - (i) James Milson Village shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.
- (g) **Salary Sacrifice to Superannuation**
  - (i) an employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
  - (ii) salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
  - (iii) James Milson Village will not use any amount that is salary sacrificed by an employee to count towards James Milson Village's obligation to pay contributions under the SG legislation.
  - (iv) contributions payable by James Milson Village in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
  - (v) any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives James Milson Village's SG contributions.
  - (vi) any allowance, penalty rate, loadings, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

## 15. HOURS

### 15.1 Reasonable Additional Hours

- (a) For full time employees, all hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. From time to time, full-time employees may be required to work a reasonable number of additional hours.
- (b) For part-time employees, all hours worked over their rostered hours per fortnight will be deemed to be additional hours. Part-time employees can be asked, but not required, to agree to work a reasonable number of additional hours. Agreed additional hours will be reasonable and in line with the employee's stated work availability.

- (c) An employee may refuse to work additional hours in circumstances where the working of additional hours would result in the employee working hours that are unreasonable having regards to:
- (i) any risk to employee health and safety from working the additional hours;
  - (ii) the employee's personal circumstances, including family responsibilities;
  - (iii) the needs of James Milson Village in which the employee is employed;
  - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
  - (v) any notice given by James Milson Village of any request or requirement to work the additional hours;
  - (vi) any notice given by the employee of their intention to refuse to work the additional hours;
  - (vii) the usual patterns of work performed at James Milson Village, in which the employee works;
  - (viii) the nature of the employee's role, and the employee's level of responsibility;
  - (ix) whether the additional hours exceed an average of 38 hours per week or 76 hours per fortnight; or
  - (x) any other relevant matter.

#### 15.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week or 76 hours per fortnight.
- (b) The hours of work prescribed in subclause (a) may be arranged as follows:
- (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
  - (ii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
  - (iii) as otherwise agreed in writing between James Milson Village and the employee.
- (c) Employees will be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28-day cycle. Where practicable days off will be consecutive. These days are referred to as "Rostered Days Off".
- (d) Each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks).
- (e) An employee shall not work more than seven consecutive shifts unless the employee requests and James Milson Village agrees. This agreement must be confirmed by way of an Individual Flexibility Agreement as described in Clause 8 – Agreement Flexibility.
- (f) Except for meal breaks all time from the commencement to the cessation of duty each shift shall count as working time. James Milson Village will ensure there is provision for handover between Supervisory and Clinical staff at the commencement of each shift to inform of any changes to a resident's health status.



### 15.3 Minimum Starts

- (a) Full time employees shall receive a minimum payment of four (4) hours for each start.
- (b) **Part time** employees shall receive a minimum payment of three (3) hours for each start.
- (c) **Casual** employees shall receive a minimum payment of two (2) hour for each engagement.

## 16. ROSTERS

- 16.1 James Milson Village will publish the roster, in a place accessible to employees in either hard copy or electronically which details the ordinary hours of work for each employee.
- 16.2 The roster shall be published two (2) weeks prior to the commencing date of the first working period in any roster subject to sub clause 16.3.
- 16.3 The roster and changes to the roster may be communicated to an employee in a range of ways including hard copy in a place conveniently accessible to an employee; telephone; direct contact; mail; email or text message. Appropriate consultation should be undertaken with individuals where roster changes are to be of a more permanent nature.
- 16.4 Due to the nature of casual work subclause 16.1 shall not make it obligatory for James Milson Village to publish any roster of ordinary hours of work for casual or relieving employees.
- 16.5 A roster may be altered at any time, within an employee's advised availability, so as to enable the services of James Milson Village to be carried on where another employee is absent from duty on account of illness or in an emergency.
- 16.6 Rosters will be developed with the goal of ensuring safe and quality resident care, and may take into account the following:
  - (a) the acuity of residents and the care required to fulfil their needs;
  - (b) the workloads of each employee;
  - (c) the regulatory requirements of specific classifications;
  - (d) environmental factors including facility layout; and
  - (e) the skill levels of Employees.
- 16.7 James Milson Village recognises the impact of unfilled absences on the standard of care and on the workload of Employees and is committed to ensuring that it maximises the engagement of its permanent workforce where possible before they are offered to casual employees or agency staff.
- 16.8 Where vacant shift exists, its will be first offered to permanent Employees at the same or higher classification. If a permanent Employee is not available, the vacant shift will be offered to a Casual Employee at the same or higher classification.

## 17. BREAKS

### 17.1 Tea Breaks

- (a) Each employee will be entitled two separate ten (10) minute tea breaks (in addition to their meal breaks) duty during each ordinary shift of 7.6 hours or more. The two ten (10) minute tea breaks may alternatively be taken as one of 20 minute tea break, or by one ten (10) minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time.
- (b) Where an employee works four (4) hours or more but less than 7.6 hours, the employee shall be allowed one ten (10) minute tea break. Subject to agreement between James Milson Village and the employee.
- (c) Such tea break/s shall count as working time.



## 17.2 Meal Breaks

- (a) Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- (b) Where an employee requests in writing, in accordance with the provisions of Clause 8 – Agreement Flexibility and James Milson Village agrees, an employee may work up to six hours (6) without a meal break.
- (c) Notwithstanding the provisions of sub-clause 17.2 (b), an employee required to work in excess of ten (10) hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between James Milson Village and the employee.

## 17.3 Breaks Between Shifts

- (a) An employee will be allowed a break of not less than ten (10) hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the ten (10) hour break between shifts may be reduced to eight (8) hours.
- (c) If, on the instruction of James Milson Village, an employee resumes or continues work though having had ten (10) consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent from work until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours during the absence.

## 18. OVERTIME

### 18.1 Overtime is paid in the following circumstances:

- (a) Where a full time employee works in excess of their ordinary hours per fortnight;
- (b) Where a part time employee:
  - (i) works in excess of ten (10) hours per shift; and/or
  - (ii) works in excess of 76 hours per fortnight; and/or
  - (iii) works additional hours on a day that means the employee has not had their rostered days off (as defined).
- (c) Where a casual employee:
  - (i) works in excess of ten (10) hours per shift; and/or
  - (ii) works in excess of 76 hours per fortnight.
- (d) Where an employee is deprived of part or their break between shifts as required by subclause 17.3.
- (e) Overtime shall be paid at the ordinary rate of pay in accordance with the following:
  - (i) Monday to Friday - Overtime shall be paid time and one half up to two (2) hours each day and thereafter double time;
  - (ii) Saturday and Sunday - Overtime shall be paid at double time;
  - (iii) Public Holidays - Overtime shall be paid double time and one-half;
  - (iv) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 20 - Shift and Weekend Work.

### 18.2 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days or shifts, including overtime.

- 18.3 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours of work on one day and the commencement of their ordinary work on the next day, that they have not had at least ten (10) consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 18.4 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

## 19. RECALL TO WORK

- 19.1 Employees who are recalled to return to work after leaving James Milson Village shall be paid a minimum of four hours. These hours shall be paid at the applicable overtime rate for each time so recalled. Except in unforeseen circumstances, an employee shall not be required to work the full hours if the tasks they were recalled perform are completed within a shorter period.
- 19.2 An employee recalled to work shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- 19.3 Where an employee has not been provided with a vehicle by James Milson Village for the purposes of returning to work, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 2 of Schedule C – Allowances.
- 19.4 Employees may be rostered to provide telephone support remotely to other employees outside their regular hours. When rostered in this capacity, the employee shall be paid for work performed during the period. When work is required, employees shall be paid a minimum of one hour at their ordinary rate of pay. Where the total amount of work required exceeds one hour (whether this be in a single or multiple calls), the employee will be paid for the time worked rounded to the nearest 15 minutes at the appropriate overtime rate.
- 19.5 For the purposes of subclause 19.4 above, telephone support does not require employees to physically return to the workplace. It requires remote support on an as-needs basis via phone or other mobile devices provided by James Milson Village, with email and internet access that may also be used for this service.

## 20. SHIFT AND WEEKEND WORK

- 20.1 Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following. Provided that part time and casual employees shall only be entitled to the additional rates where their shifts commence after 6:00 am, or finish subsequent to 6:00 pm:
- (a) 10% for afternoon shift commencing after 10:00 am and before 1:00 pm.
  - (b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00pm.
  - (c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
  - (d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.
- 20.2 In addition to applicable shift penalties, described above, casual employees will also be entitled to the casual loading calculated on their ordinary rate of pay.
- 20.3 Permanent employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday - time and one half.
  - (b) for work between midnight on Saturday and midnight on Sunday time and three-quarters.



20.4 A casual employee who works on a weekend will be paid the following rates:

- (a) for work between midnight on Friday and midnight on Saturday - time and three quarters.
- (b) for work between midnight on Saturday and midnight on Sunday – double time and one quarter.

## 21. PUBLIC HOLIDAYS

21.1 The parties acknowledge that James Milson Village provide services to its residents and clients 24 hours a day 7 days a week. This Agreement expressly contemplates that James Milson Village will require certain employees to work on public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of James Milson Village's workplace will determine which employees will be required work on public holidays, or particular public holidays.

21.2 Notwithstanding this statement, James Milson Village may also request any employee who is not normally working on a public holiday to work on a particular public holiday.

21.3 An employee who, without the consent of James Milson Village or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

For example: If an employee does not normally work on Friday but is requested and agrees to work on Good Friday and they do not attend for work without reasonable cause, they will not receive payment for that day.

21.4 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether a request, or a refusal of a request, to work on a public holiday is reasonable, the following will be taken into account:

- (a) the nature of James Milson Village's workplace as stated in subclause 21.1, and the nature of the work performed by the employee;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) whether the employee could reasonably expect that James Milson Village might request work on the public holiday as outlined in subclause 21.1;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shift work);
- (f) the amount of notice in advance of the public holiday given by James Milson Village when making the request;
- (g) in relation to the refusal of a request -- the amount of notice in advance of the public holiday given by James Milson Village when refusing the request;
- (h) any other relevant matter.

21.5 Public holidays shall be allowed to employees **without loss of ordinary pay.**



21.6 For the purposes of this agreement, the following shall be deemed to be public holidays:

- (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
- (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

21.7 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 21.6(a), then the substituted day or part-day is the public holiday.

**21.8 Additional Public Holiday**

- (a) In addition to the public holidays identified in subclause 21.6, Employees shall be entitled to an extra public holiday each year. This additional public holiday will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.
- (b) James Milson Village and employees may agree to substitute another day for a public holiday observed at subclause 21.8(a).

21.9 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other penalty rates (except broken shift allowances). Payment shall be as follows:

- (a) **Full-time Employees:** Time and one half for all ordinary time worked on the Public Holiday in addition to their normal weekly rate.
- (b) **Part-time Employees:** Double time and one-half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary rate of pay.
- (c) **Casual Employees:** Double time and three quarters the ordinary rate of pay for casuals for all time worked. Such payment shall be exclusive of the casual loading referred to in subclause 14.3(a) and therefore casual loading shall be paid on these hours.

**22. ALLOWANCES**

**22.1 In Charge Allowances**

- (a) As a standalone residential aged care facility, operating 24 hours a day 7 days per week, James Milson Village requires certain employees to be in charge of facilities, outside of normal business hours including afternoons, nights, one weekend and on public holidays.
- (b) A registered nurse who is appointed by management (other than an employee classified as Clinical Care Coordinator) shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Item 1 of Schedule C – Allowances.

**22.2 Vehicle/Travelling Allowance**

- (a) An employee, sent for work to a place other than their regular place of work shall be paid for travelling time at the ordinary rate of pay and be reimbursed for travelling expenses (which may include fares and/or vehicle allowance in accordance with Item 2 of Schedule C – Allowances.
- (b) Where an employee is required to use public transport for travel on official business, the employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of their duties.

- (c) Where an employee is required and authorised by James Milson Village to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed in accordance with Item 2 of Schedule C – Allowances.
- (d) Employees who are rostered to be On Call should, where possible, be provided with a James Milson Village vehicle for business travel whilst on call. Where an employee has not been provided with a vehicle for this purpose, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance in accordance with Item 2 of Schedule C – Allowances. Travel time will be included in the on call minimum hours start provisions and be paid at the employee's ordinary rate of pay.

### **22.3 On Call Allowance**

- (a) An employee who is on call, that is, the employee is required to make themselves ready and available to return to work at short notice whilst off duty or to provide support over the phone to other employees Monday to Friday, shall be paid the allowance, for each period of on call, set out in Item 3 of Schedule C – Allowances.
- (b) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty or to provide support over the phone to other employees on Weekends, shall be paid the allowance, for each period of on call, set out in Item 4 of Schedule C – Allowances.
- (c) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty or to provide support over the phone to other employees on Public Holidays, shall be paid the allowance, for each period of on call, set out in Item 4 of Schedule C – Allowances.
- (d) An employee who is required by James Milson Village to remain available during a meal break, but is free from duty, will be paid at ordinary rates for a 30-minute meal break as per Item 5 of Schedule C – Allowances. This period will not count as time worked when calculating ordinary hours for the purposes of overtime, penalties or leave. If the employee is recalled to perform duty during this period, the employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (e) Where an employee on call in accordance with subclause 22.3 (a), leaves the residential aged care facility and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred.
- (f) Where an employee has not been provided with a vehicle by James Milson Village for this purpose, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 6 of Schedule C – Allowances.

### **22.4 Uniforms Allowance**

- (a) James Milson Village requires all employees to wear a uniform.
- (b) Employees will be supplied with a number of uniforms appropriate to the Employee's usual working hours or occupation, in serviceable condition, free of cost to Employees. Uniforms remain the property of James Milson Village and will be laundered and maintained by James Milson Village free of cost to the employee.
- (c) Upon request by an employee, James Milson Village will replace as soon as practicable and free of charge any items of uniform issued to the employee that James Milson Village considers are no longer in serviceable condition as a consequence of ordinary wear and tear, or accidental damage.



- (d) James Milson Village may permit an employee to wear a suitable item of non-uniform instead of the uniform provided.
- (e) In the event that an employee is not provided with a uniform as per sub clause 22.4(a), James Milson Village will pay the employee a Uniform Allowance at the rate specified in Item 6 of Schedule C – Allowances.
- (f) Where a uniform is not provided and the employee is in receipt of a Uniform Allowance, James Milson Village will pay the employee a Laundry Allowance at the rate specified in Item 7 of Schedule C – Allowances.
- (g) The Uniform Allowances (where paid) will be paid during all absences on paid leave, except absences on Long Service Leave and absence on Personal/Carer's Leave beyond 21 days. The rate of payment during the leave period will be the average of the Uniform Allowances paid to the Employee during the four weeks immediately preceding the taking of leave.
- (h) The Laundry Allowance (where paid) is not payable during absences on paid or unpaid leave.
- (i) Where James Milson Village requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, James Milson Village will reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by James Milson Village.

#### **22.5 Meal Allowance**

- (a) An employee who is required to work overtime for more than two (2) hours shall, at the option of James Milson Village, be supplied with a meal or shall be paid, as the case may be, the amount set out in Item 8 of Schedule C –Allowances.

### **23. HIGHER DUTIES**

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

### **24. ANNUAL LEAVE**

- 24.1** Employees are entitled to annual leave in accordance with the provisions of the NES.

- 24.2** Casual employees have no entitlement to annual leave.

#### **24.3 Accrual of Annual Leave**

- (a) All employees are entitled to five (5) weeks paid annual leave.
- (b) Shiftworkers are entitled to one (1) additional week of annual leave.
- (c) A shiftworker is:
  - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined; and/or
  - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
- (d) for the purpose of subclause (c) (ii), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (e) 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.

#### **24.4 Payment of Annual Leave**

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.

- (b) An employee going on annual leave may elect to be paid:
  - (i) prior to commencing such leave; or
  - (ii) through their normal pay cycle.
- (c) Once the annual leave has commenced the election cannot be changed unless James Milson Village agrees.
- (d) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (e) Annual leave loading, if any, shall be paid in accordance with subclause 24.8.

#### **24.5 Taking of Annual Leave**

- (a) 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) James Milson Village has authorised the employee to take the annual leave during that period.
- (b) In the taking of annual leave, the employee shall make written application to James Milson Village, giving management at least two (2) weeks' notice of the desired period of such annual leave.
- (c) Applications for extended periods of annual leave will require the employee to make a written application to James Milson Village, giving management at least three (3) months' notice of the desired period of such annual leave.
- (d) James Milson Village may permit the accumulation of excess annual leave balances if an employee is doing so for a significant personal event such as overseas travel, and the employee has sought approval for this in advance of accruing the excessive annual leave.
- (e) Annual leave shall be taken in an amount and at a time that is approved by James Milson Village, subject to the operational requirements as determined by James Milson Village. Submitting of an application for annual leave does not constitute approval of an employee's application. James Milson Village shall not unreasonably withhold or revoke such approval; however, operational requirements may require James Milson Village to (if possible) change the dates of annual leave.
- (f) Requests for annual leave will be responded to in a reasonable timeframe.

#### **24.6 Excessive Annual Leave Accruals**

- (a) An employee has an excessive annual leave accrual if they have accrued more than eight (8) weeks paid annual leave (or ten (10) weeks paid annual leave for a shiftworkers).
- (b) If an employee has an excessive annual leave accrual, James Milson Village or the employee may seek to confer with the other and genuinely reach agreement on how to reduce or eliminate the excessive annual leave accrual.
- (c) If James Milson Village has genuinely tried to reach agreement with an employee under subclause (b) above, but agreement is not reached (including because the employee refused to confer), James Milson Village may direct the employee to take one or more periods of annual leave.
- (d) If an employee has genuinely tried to reach agreement with James Milson Village under sub clause (b) above, but agreement is not reached (including because James Milson Village refused to confer), the employee may give James Milson Village a written notice requesting to take one or more periods of annual leave. This notice may only be given if the employee has had an excessive annual leave balance for more than six (6) months at the time of giving the notice and the employee has not been given a direction under subclause (c) above. James Milson Village must grant paid annual leave requested by a notice under this subclause.



- (e) The maximum period of annual leave entitled to be requested by notice under subclause (d) above in a 12-month period is five (5) weeks or six (6) weeks for shiftworkers.
- (f) The following provisions will apply to both a direction to take annual leave given by James Milson Village, or notice requesting to take annual leave by an employee:
  - (i) the employee's remaining accrued entitlement to annual leave must be more than six (6) weeks when any other annual leave entitlements are taken into account.
  - (ii) the minimum period of annual leave will be one (1) week.
  - (iii) the period of annual leave must commence at least eight (8) weeks, but not more than 12 months, after the direction or notice is given.
  - (iv) the direction or notice must not be inconsistent with any annual leave arrangements agreed by James Milson Village and the employee.
- (g) An employee who has been given a direction in accordance with subclause (c) above, may request to take a period of paid annual leave as if the direction had not been given. This may result in the direction ceasing to have effect.

#### **24.7 Cashing out of Annual Leave**

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions:
  - (i) annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to annual leave being less than four (4) weeks; and
  - (ii) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between James Milson Village 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 annual leave that the employee has forgone.

#### **24.8 Annual Leave Loading**

- (a) In addition to their ordinary pay, an employee other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (b) The entitlement to paid annual leave loading for part time employees with respect to the above, will accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (c) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (d) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

#### **24.9 Annual Leave and Service**

- (a) A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

#### **24.10 Payment of Annual Leave on Termination**

- (a) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, James Milson Village will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.



## 25. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

25.1 Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the **NES**.

25.2 Casual employees have no entitlement to paid personal/carer's leave or compassionate leave but do have an entitlement to unpaid leave.

### 25.3 Entitlement to paid Personal/Carer's Leave

- (a) For each year of service with James Milson Village, an employee is entitled to ten **(10)** days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

### 25.4 Taking of Personal/Carer's Leave

- (a) An employee may take paid personal/carer's leave:
  - (i) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
  - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
    - a. a personal illness, or personal injury, affecting the member; or
    - b. an unexpected emergency affecting the member.

### 25.5 Payment of Paid Personal/Carer's Leave

- (a) If an employee takes a period of paid personal/carer's leave, James Milson Village will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.

### 25.6 Personal/Carers Leave on Public Holidays

- (a) If the period during which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

### 25.7 Unpaid Carer's Leave

- (a) An employee is entitled to two **(2)** days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
  - (i) a personal illness, or personal injury, affecting the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carer's leave as:
  - (i) a single continuous period of up to two (2) days: or
  - (ii) any separate periods agreed with James Milson Village.
- (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

### 25.8 Compassionate Leave

- (a) An employee is entitled to two **(2)** days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life; or
  - (ii) sustains a personal injury that poses a serious threat to their life; or dies.

- (b) An employee may take compassionate leave as:
  - (i) a single continuous period of two (2) days; or
  - (ii) two (2) separate periods of one (1) day each; or
  - (iii) any separate periods agreed with James Milson Village.

#### **25.9 Payment for Compassionate Leave**

- (a) If an employee takes a period of paid compassionate leave, James Milson Village must pay the employee, other than a casual employee, at the employee's ordinary rate of pay for James Milson Village's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

#### **25.10 Notice and Evidence Requirements**

- (a) To be entitled to leave under sub clause 25.8 (a) an employee must:
  - (i) as soon as reasonably practicable (which may be at a time before or after the leave has commenced) notify James Milson Village that the employee is (or will be) absent from their employment.
  - (ii) James Milson Village may require an employee to give James Milson Village evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
  - (iii) to be entitled to personal/carers leave during the period, the employee may be required to give James Milson Village as soon as reasonably practicable (which may be at a time before or after the personal leave has commenced) either:
    - a. a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
    - b. a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
  - (iv) to be entitled to carer's leave during the period, the employee may be required to give James Milson Village as soon as reasonably practicable (which may be at a time before or after the carer's leave has commenced) either:
    - a. a medical certificate from a medical practitioner stating that in their opinion the member of the immediate family (as defined) requires or required care and support during the period due to personal illness or injury; or
    - b. a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member of the immediate family because the member of the immediate family requires or required care or support during the period because of personal illness, or injury, of the member of the immediate family or an unexpected emergency affecting the member of the immediate family.

Indicative examples of what is considered as carer's leave are as follows:

- Caring for a child who is not sick when crèche shuts suddenly because of a gastro outbreak
- Family member breaks an arm or leg and needs support for several days
- Family member admitted to hospital and needs support
- Taking a parent or child to a medical appointment



- (v) to be entitled to compassionate leave during the period, the employee may be required to give James Milson Village as soon as reasonably practicable (which may be at a time before or after the compassionate leave has commenced):
  - a. a medical certificate from a medical practitioner stating that in their opinion the member of the immediate family is suffering from an illness or injury that poses a serious threat to the member of the immediate family's life; or
  - b. a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member of the immediate family.

#### **25.11 Service**

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service but does not count as service.

### **26. SUPPORT FOR VICTIMS OF FAMILY AND DOMESTIC VIOLENCE**

26.1 James Milson Village recognises that Family and Domestic Violence matters are highly personal and can significantly impact on employees' work. As such James Milson Village are committed to working with staff who are impacted by Family and Domestic Violence to support each individual in accordance with their unique needs.

26.2 No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.

26.3 All personal information concerning Family and Domestic Violence will be kept confidential in line with James Milson Village's Privacy Policy and relevant documentation.

#### **26.4 Definitions**

- (a) The Fair Work Act defines Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

#### **26.5 Measures**

- (a) James Milson Village will identify a contact within the organisation with whom the employee can make contact with for support and the provision of documents and evidence in relation to obtaining support. This individual will be accountable for ensuring the impacted employees' privacy is respected and maintained.

- (b) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, James Milson Village will, subject to operational requirements, facilitate flexible working arrangements which may include:
  - (i) changes to working times and to work location;
  - (ii) changes to telephone numbers and/or email addresses; or
  - (iii) any other appropriate measure or level of support including those available under existing provisions for family-friendly and flexible work arrangements.
- (c) An employee experiencing Family and Domestic Violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in Family and Domestic Violence.

#### **26.6 Leave**

- (a) Full-time or part-time employees who has provided evidence of being the victim of Family or Domestic Violence may utilise up to seven (7) days' unpaid Family and Domestic Violence Leave for medical appointments, legal proceedings and other activities related to Family and Domestic Violence.
- (b) Employees may also utilise paid leave entitlements (such as personal/carer's leave or annual leave) for such periods of absence.
- (c) Where a full-time or part-time employee has exhausted the leave entitlements above, they may apply for Special Leave. Special Leave will be considered by the Chief Executive Officer on a case by case basis.
- (d) Casual employees will be entitled to unpaid Family and Domestic Violence Leave.
- (e) Leave may be taken as consecutive or single days or as a fraction of a day.
- (f) An employee who supports a person experiencing Family and Domestic Violence may use their existing carer's leave and if exhausted, annual leave or unpaid leave to accompany the person on activities related to the Family and Domestic Violence, or to mind the children of the person.

### **27. COMMUNITY SERVICE LEAVE**

#### **27.1 Eligible community service activities**

- (a) entitle an employee, acting reasonably, to be absent from employment for periods including:
  - (i) time when the employee engages in the activity;
  - (ii) reasonable travelling time associated with the activity;
  - (iii) reasonable rest time immediately following the activity.
- (b) include:
  - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
  - (ii) a voluntary emergency management activity; or
  - (iii) an activity prescribed in the regulations.

#### **27.2 Jury Service**

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a twelve (12) month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
  - (i) for the first ten (10) days when absent from work in one or more periods to attend jury service regarding a particular jury service summons.
  - (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.



- (c) Where the duration of jury service regarding a particular jury service summons exceeds ten (10) days, management agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to annual leave and/or long service leave.
- (d) James Milson Village may require the employee to provide evidence that would satisfy a reasonable person:
  - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
  - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by management and not provided by the employee.

### **27.3 Voluntary Emergency Management Activity (VEMA)**

- (a) An employee engages in a VEMA if:
  - (i) they voluntarily participate;
  - (ii) the activity involves dealing with an emergency or natural disaster;
  - (iii) they are a member of, or have a member like association with a Recognised Emergency Management Body (REMB); and
  - (iv) the REMB requests their participation.
- (b) The employee will provide management with evidence to support the request by the REMB of the employee's participation.

## **28. PARENTAL LEAVE**

**28.1** Employees are entitled to unpaid parental leave in accordance with the provisions of the **NES**.

**28.2** James Milson Village will provide paid parental leave to eligible Employees on the following terms:

- (a) Primary Carers, including of an Adopted Child - for Employees who are entitled to and take unpaid parental leave in accordance with the Act, and who are also entitled to Paid Parental Leave in accordance with the Paid Parental Leave Act 2010 (Cth), James Milson Village will pay those Employees the difference between the payments they receive under the Commonwealth Government's Paid Parental Leave Scheme and the Employee's base rate of pay for their ordinary hours of work in a week (being 38 hours per week for full-time Employees, and Contract Hours for part-time Employees), for the Employee's paid parental leave period, to a maximum of 18 weeks.
- (b) Fathers and Partner Leave - for Employees who are entitled to and take unpaid parental leave (Fathers and Partners) in accordance with the Act, and who are also entitled to Paid Parental Leave in accordance with the Paid Parental Leave Act 2010 (Cth), James Milson Village will pay those Employees the difference between the payments they receive under the Commonwealth Government's Paid Parental Leave Scheme and the Employee's base rate of pay for their ordinary hours of work in a week (being 38 hours per week for full-time Employees, and Contract Hours for part-time Employees), for the Employee's paid parental leave period, to a maximum of 2 weeks.

- (c) If the Commonwealth Government amends the Paid Parental Leave Scheme such that eligible Employees are entitled to greater payment from the Government or James Milson Village than the current maximum entitlement at the Federal Minimum Wage, James Milson Village will not be under any additional obligation than as set out in (a) above (that is, the difference between the payment required by law, and the Employee's base rate of pay under this Agreement for their ordinary hours of work for a maximum period of 18 weeks), and any increased payment required under legislation may be absorbed into the payment required by JMV in 28.2(a) & (b).
  - (d) Paid Fathers and Partner leave will be payable to:
    - the father; or
    - the partner of the birth mother; or
    - the partner of the initial primary carer of an adopted child.
  - (e) Partner includes same-sex and de facto partner but does not include former de facto partners.
- 28.3 Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the employee's entitlement to paid parental leave.

## 29. LONG SERVICE LEAVE

- 29.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the relevant **legislation** provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under the legislation.
- 29.2 The relevant legislation is the Long Service Leave Act 1955 (NSW).
- 29.3 Amount of Long Service Leave**
- (a) Each employee shall be entitled to two (2) months' long service leave on ordinary pay after ten (10) years' service; thereafter additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years' service.
  - (b) For the purposes of calculating long service leave under this subclause, service shall include:
    - (i) all periods of paid leave;
    - (ii) community service leave;
    - (iii) periods of unpaid personal leave caused by the absence of the worker on account of illness or injury;
    - (iv) periods of unpaid carer's leave (up to 14 days per year); and
    - (v) any period of unpaid leave where it has been agreed between James Milson Village and the employee that long service leave shall accrue.
  - (c) For the purposes of calculating long service leave under this clause, long service leave shall not accrue during the following absences:
    - (i) unpaid parental leave;
    - (ii) periods of leave without pay where there is no agreement between James Milson Village and the employee that any form of paid leave will accrue; and
    - (iii) absences arising directly or indirectly from an industrial dispute.
  - (d) Long service leave will also not accrue during these periods of unpaid leave, however, such leave shall not break the employee's continuity of service.
  - (e) Long service leave shall accrue for all full time, part time and casual employees.



#### **29.4 Taking of Long Service Leave**

- (a) Long service leave can be taken as one continuous period, or separate periods. The minimum period of leave shall be one (1) week and leave shall be taken in week blocks. Employees should apply in writing to take long service leave as per James Milson Village's policies and procedures.
- (b) Long service leave may be taken on a pro-rata basis after completing the initial seven (7) years of service period.
- (c) The employee is entitled to payment for long service leave in accordance with the relevant legislation.
- (d) James Milson Village may direct an employee to take long service leave where their balance totals 13 weeks or more. In such circumstances, the employee will have two months to provide a leave plan to James Milson Village which provides for the long service leave to be taken within 18 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such plan must be in writing.
- (e) Where an employee does not provide a leave plan in accordance with sub clause (d) above, James Milson Village will consult with the employee regarding the taking of long service leave. When a mutually agreeable date cannot be reached or a long service leave plan is not provided when requested, the date for taking long service leave will be determined by James Milson Village (provided at least six (6) months' notice is given). However, the provisions of Clause 41 – Grievance and Dispute Resolution Procedures will apply if the employee disagrees with the direction.
- (f) The submitting of an application for long service leave does not constitute approval of an employee's application as management needs to consider each application with regards to operational requirements, however James Milson Village shall not unreasonably withhold approval.

#### **29.5 Payment of Long Service Leave on Termination**

- (a) Where the services of an employee are terminated either by James Milson Village or the employee after ten (10) years' service, the employee shall be paid the balance of long service leave which has been accrued.
- (b) Where the services of an employee with between five (5) and ten (10) years' service are terminated by James Milson Village 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 the employee shall be entitled to be paid the amount of pro-rata long service leave which has been accrued less any amount of leave taken.
- (c) In the event of the death of an employee with at least five (5) years' service, James Milson Village will make payment for long service leave accrued but not taken to the employee's estate via their personal representative.

### **30. LEAVE WITHOUT PAY**

**30.1** By agreement between James Milson Village and a permanent employee, an employee may be granted a period of leave without pay.

**30.2** The period of leave without pay will not break the continuity of service of the employee but will not count for the purpose of:

- (a) accruing annual leave or personal/carer's leave, incremental progression, and public holidays;
- (b) accruing long service leave, except in the case of employees who have completed at least ten (10) years' service;
- (c) the qualifying period for paid and unpaid parental leave; and

- (d) the calculation of notice and severance pay in accordance with Clause 32 - Termination of Employment and Clause 33 - Redundancy.

### 31. CEREMONIAL LEAVE

- 31.1 An employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of James Milson Village.

### 32. TERMINATION OF EMPLOYMENT

- 32.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, management will:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons for termination; and
- (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

- 32.2 An employee shall be given reasonable time to respond and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness present. The witness may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

- 32.3 Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by James Milson Village for work performed and statutory entitlements or forfeiture by the employee of wages (subject to written agreement) for work not performed in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.

#### 32.4 Notice of Termination by James Milson Village

- (a) James Milson Village shall give notice of termination in accordance with the following table:

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one weeks' notice if the employee has completed at least two years continuous service with James Milson Village.
- (c) James Milson Village may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- (d) Casuals are to be given notice to the end of the current shift worked.

#### 32.5 Notice by employee

- (a) Employees shall give James Milson Village two (2) weeks' notice of termination in writing.
- (b) Casuals shall only be required to give notice to the end of the current shift worked.
- (c) James Milson Village will give the employee a statement signed by management stating the period of employment and when the employment was terminated if the employee requests.



### 32.6 Abandonment of Employment

- (a) Where an employee is absent from work for a continuous period of two (2) working days without the consent of management, and without notification to management, management shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within two (2) days of the receipt of such a request, the employee will be considered to have abandoned employment.
- (b) Where an employee has been considered to have abandoned their employment, the notice periods outlined above shall apply.

## 33. REDUNDANCY

33.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act 1955 (NSW) as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.

33.2 Redundancy occurs where management has made a definite decision that James Milson Village no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

33.3 Unless the FWC subsequently orders otherwise pursuant to sub-clause 33.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 33.2, that James Milson Village shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

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

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

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

- (c) "Weeks' pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
  - (i) shift allowances as prescribed in Clause 20 – Shift and Weekend Work; and
  - (ii) weekend penalties as prescribed in Clause 20 – Shift and Weekend Work.

33.4 Subject to an application by James Milson Village and further orders of the FWC, James Milson Village may pay a lesser amount (or no amount) of retrenchment pay than that contained in subclause 33.3. FWC shall have regard to such financial and other resources of James Milson Village concerned as FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in subclause 33.3 will have on James Milson Village.

## 34. WORKFORCE TRAINING AND CAREER DEVELOPMENT

### 34.1 Workforce Training

- (a) For all training, each employee shall provide to James Milson Village details of their attendance at training and James Milson Village shall maintain a record of this attendance.
- (b) Upon termination, an employee may request written details of the training undertaken during their employment with James Milson Village.
- (c) James Milson Village provides compulsory training to all staff during their rostered shifts and as such staff will be paid in accordance with the arrangements that are applicable for that shift.
- (d) If an Employee is unable to attend this training, then they can attend alternate compulsory training outside off their rostered shift and be paid at their ordinary rate of pay for the time they attended the training.
- (e) James Milson Village will provide employees with up to two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- (f) James Milson Village shall attempt to schedule training so as to minimise the number of employees required to attend outside their ordinary hours of work. Where this is not possible, and an employee is required to attend training outside their ordinary hours of work, they shall be paid for the actual time spent in attendance at the ordinary rate of pay.
- (g) James Milson Village requiring an employee to attend training away from their usual workplace shall pay to the employee a total of 7.6 hours ordinary pay for the day (or the rostered shift if this is greater than 7.6 hours).
- (h) Where an employee has not been provided with a vehicle by James Milson Village for the purpose of attending training, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 2 of Schedule C – Allowances.
- (i) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in subclause 15.2 - Arrangement of Hours. Where practicable, similar arrangements should also be made available to all other employees. This does not apply where an employee is undertaking ongoing studies, such as attending university, during non-work hours.
- (j) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (k) Workforce development and training includes, but is not limited to, attendance and participation in conferences, seminars, training and staff meetings.



#### **34.2 Career Development**

- (a) The parties are committed to the development of career through on-the-job and formal training and development to support the new structure and employee career opportunities.
- (b) To facilitate career development within James Milson Village, employees will with the support and approval of management, be able to access the following types of career development activities:
  - (i) Continuing Professional Development (CPD); and/or
  - (ii) Formal Study Support and Assistance; and/or
  - (iii) Informal workplace training and education.

#### **34.3 Continuing Professional Development (CPD)**

- (a) CPD involves an employee's participation in activities such as in-house training programs and approved attendance at conferences and seminars that are relevant to their work and/or occupation at James Milson Village.
- (b) Full-time employees who are engaged in CPD will be able to access two (2) days' paid leave per year of service for the purposes of attending CPD activities.
- (c) Part-time employees who work at least four (4) shifts per fortnight shall be entitled to leave under this subclause on a pro-rata basis.
- (d) Additional CPD leave will be granted on a case-by-case basis by James Milson Village and will be, among other things, subject to the employee providing evidence of CPD requirements.
- (e) CPD leave entitlements pursuant to this clause will not accumulate from year to year.

#### **34.4 Formal Study Support and Assistance**

- (a) Formal Study Support involves an employee undertaking a formal qualification to support their employment or career development at James Milson Village.
- (b) Employees applying for Formal Study Support and Assistance (except for those undertaking minimum education requirements for their current level of work) will require two (2) years' continuous employment as a full-time or part-time employee with James Milson Village. Applications must be made in accordance with James Milson Village policies and procedures.

### **35. LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

- 35.1** James Milson Village may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 35.2** James Milson Village may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 35.3** Any direction issued by James Milson Village pursuant to subclauses 35.1 and/or 38.2 shall be consistent with James Milson Village's responsibility to provide a safe and healthy working environment for employees, and James Milson Village's duty of care to residents and/or clients.

### **36. ATTENDANCE AT MEETINGS**

- 36.1** Wherever possible, James Milson Village will hold meetings within the employee's ordinary hours. Any employee required by James Milson Village to attend meetings outside the employee's ordinary hours shall be entitled to receive their applicable rate of pay for the actual time spent in attendance at such meetings.

### 37. INSPECTION OF LOCKERS

- 37.1 Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of James Milson Village and an employee representative where practicable, otherwise by any two officers appointed by James Milson Village for that purpose.

### 38. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 38.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- 38.2 An employee may request flexible working arrangements where the employee:
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
  - (b) is a carer (within the meaning of the Carer Recognition Act 2010);
  - (c) has a disability;
  - (d) is aged 55 or older;
  - (e) is experiencing violence from a member of the employee's family; or
  - (f) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from a member of the member's family.
- 38.3 The employee is not entitled to make the request unless:
- (a) For an employee other than a casual employee—the employee has completed at least 12 months of continuous service with James Milson Village immediately before making the request; or
  - (b) For a casual employee—the employee:
    - (i) is a long-term casual employee of James Milson Village immediately before making the request; and
    - (ii) has a reasonable expectation of continuing employment by James Milson Village on a regular and systematic basis.
- 38.4 The request must:
- (a) be in writing; and
  - (b) set out details of the change sought and of the reasons for the change.
- 38.5 James Milson Village must give the employee a written response to the request within 21 days, stating whether management grants or refuses the request and, where the request is refused, must provide details of the reason for refusal.
- 38.6 James Milson Village may only refuse the request on reasonable business grounds.

### 39. CONSULTATION

- 39.1 Where James Milson Village has made a definite decision to introduce major changes in services, program, organisation, structure or technology that are likely to have significant effects on employees, James Milson Village will notify the employees who may be affected by the proposed changes and their representatives, if any, which may be the union.
- 39.2 Significant effects include termination of employment; major changes in the composition, operation or size of the James Milson Village workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the permanent alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.



- 39.3 Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect such as day to day alterations to rosters resulting from employee absences or additional operation needs.
- 39.4 James Milson Village will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in Clause 39.1, the effects of the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 39.5 The discussions must commence as early as practicable after a definite decision has been made by James Milson Village to make the changes referred to in Clause 39.1.
- 39.6 For the purposes of such discussion, James Milson Village will provide in writing to the employees concerned and their representatives, if any, which may be 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 the disclosure of confidential information which would be contrary to James Milson Village's interests.
- 39.7 Where James Milson Village proposes to change an employee's regular roster or regular ordinary hours of work on a permanent basis, James Milson Village will:
- (a) provide information about the change to the employee or employees affected; and
  - (b) invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
  - (c) consider any views given by employees about the impact of the change.
- 39.8 James Milson Village or employee may appoint a representative for the purposes of this clause. The identity of the representative must be advised to the other party.
- 39.9 The obligations under sub-clause (a) above, shall be read in conjunction with the other agreement provisions including but not limited to Clause 15 – Hours, Clause 16 – Rosters and Clause 39 – Workload Management and associated notice requirements.
- 39.10 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 39.11 The consultative team will comprise of:
- (a) up to three (3) employee representatives elected by the employees, (which may include union delegates); and
  - (b) up to three (3) representatives nominated by James Milson Village.
- 39.12 Where a representative is unable to attend they may nominate another person.
- 39.13 The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- 39.14 The consultative team may discuss issues in or in connection with:
- (a) Clause 39 - Consultation;
  - (b) Clause 40 - Workload Management; and
  - (c) other issues as agreed by the team.
- 39.15 Members of the Consultative Team may request information relevant to the issues in Clause 39.14, provided that such information does not require James Milson Village to disclose commercially confidential information.

#### 40. WORKLOAD MANAGEMENT

- 40.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident care.
- 40.2 To ensure that the employee's reasonable concerns regarding excessive workloads are effectively dealt with by management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
  - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Chief Executive Officer for further discussion.
- 40.3 The outcome of the discussions at each level and any proposed solutions should be communicated to the affected employees.
- 40.4 While discussions are ongoing under this clause, employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety.
- 40.5 Workload management may also be reviewed at the employee's annual performance appraisal.
- 40.6 If, after following the procedure identified above, the issue is still unresolved, either party may advance the matter through Clause 41- Grievance and Disputes Resolution Procedures.

#### 41. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 41.1 This clause will apply in the event of a dispute about any matter under this Agreement, the Act or the employment relationship between one or more Employees covered by this Agreement and James Milson Village.
- 41.2 If a Dispute arises the following steps must be followed:
- (a) **Step 1** - The employee/s concerned must raise the dispute with their immediate supervisor or manager. If the employee/s are not satisfied with the outcome or the cause of concern is the immediate supervisor/ manager, they may proceed to step 2
  - (b) **Step 2** - If the dispute is not resolved in 10 business days, the dispute may be escalated to a member of James Milson Village's executive management team. The executive management team member will determine whether they are in a position to resolve the dispute or that the dispute needs to escalate to the executive team as a whole or the Chief Executive Officer. The employee/s will be advised of the executive team member's decision on how the dispute will be addressed within a further 10 business days.
  - (c) **Step 3** – If the dispute is not resolved by the executive team member at step 2, and is referred to either the full executive team or the Chief Executive Officer a decision on how the dispute will be addressed will be communicated to the employee/s within a further 10 business days.
  - (d) **Step 4** – If the parties are unable resolve the dispute at Step 3, either party may refer the dispute to the FWC for conciliation.
  - (e) **Step 5** – Where the dispute remains unresolved following conciliation, either party may refer the dispute to arbitration by the FWC. The FWC may exercise any of its powers under the Act to ensure the just resolution of the dispute.
- 41.3 If both parties agree the dispute may be conciliated or arbitrated on by another relevant body than the FWC.



- 41.4 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by James Milson Village to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 41.5 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 41.6 An Employee who is a party to the dispute may appoint a representative for the purposes of the dispute procedure set out above.

## 42. UNION DELEGATES

- 42.1 James Milson Village recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 42.2 James Milson Village will recognise one delegate from the HSU New South Wales Branch and one delegate from the New South Wales Nurses and Midwives' Association in each workplace, upon receipt of written notification from each of the respective Unions.
- 42.3 A delegate will be released from work to attend union business in accordance with the following:
- (a) up to 2 days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment.
  - (b) up to 3 days leave to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
  - (c) a minimum of 4 weeks' written notice, or less by agreement, must be provided to Carrington of a request to attend such union business. The notice must specify the time and nature of the union business; and
  - (d) subject to operational requirements an employer shall not unreasonably refuse such a request.
- 42.4 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 42.5 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

EXECUTION PAGES

Executed by North Sydney Retirement Trust trading as James Milson Village (ABN: 88 001 259 924) by being signed by persons who are authorised to sign on its behalf:

  
Signature of Witness

C. N. WESTACOTT  
Name of Witness

SUITE 514 2-8 BROOKHOLLOW  
Address of Witness AVE NORTHWEST

Dated: 31 MAY 2021

Executed by representative of James Milson Village Enterprise Bargaining Committee on behalf of those employees who are not members of the industrial organisations who are parties to this Agreement:

  
Signature of Witness

C. N. WESTACOTT  
Name of Witness


SUITE 514 2-8 BROOKHOLLOW  
Address of Witness AVE NORTHWEST

Dated: 31 MAY 2021

  
Name of Authorised Officer

CHIEF EXECUTIVE OFFICER  
Position of Authorised Officer

4 CLARKE ROAD NORTH SYDNEY  
Address of Authorised Officer

  
Sunita Shrestha  
Name of the James Milson Village Enterprise Bargaining Committee Member

RN  
Position of the James Milson Village Enterprise Bargaining Committee Member

4 Clark Road North Sydney  
Address of the James Milson Village Enterprise Bargaining Committee Member



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

  
\_\_\_\_\_  
GERARD HAYES  
Secretary HSU NSW Branch

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

Date: 15/6/21

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

*Brett Holmes*

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

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*O'Bray Smith*

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

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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



## SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

### AGED CARE EMPLOYEES

#### Aged Care Employee Level 1 (Entry):

- has less than three months' work experience in the industry and performs basic duties;
- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team;
- requires no previous experience or training;
- for employees undertaking personal care work, carries out simple tasks under supervision to assist a higher grade Aged Care Employees attending to the personal needs of residents.

Indicative tasks performed at this level are:

Maintenance	Personal Care
Assistant Gardener Laundry Hand Cleaner Food Service Assistant	First 3 months of employment prior to progressing to ACE Level 2

#### Aged Care Employee Level 2:

- maybe undertaking Certificate III qualifications in Aged Care but yet to complete;
- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills;
- requires specific on-the-job training and/or relevant skills training or experience;
- for employees undertaking personal care work, provides assistance to residents in carrying out simple personal care tasks which includes but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; laying out clothes and assist in dressing; make beds and tidying rooms; storing clothes and cleaning wardrobes; assisting with meals;
- provides assistance to a higher grade Aged Care Employee in attending to the personal care needs of residents.

Indicative tasks performed at this level are:

Maintenance	Personal Care
Cleaner Laundry Hand Unqualified Maintenance/handyman Gardener (non-trade) Food Service Assistant	Personal Care Level 2 with 3 months – 1 years' experience

### **Aged Care Employee Level 3:**

- holds a Certificate III in Aged Care or can demonstrate competence at this level acceptable to James Milson Village;
- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works individually or on a team under limited supervision;
- requires specific on-the-job training and/or relevant skills training or experience;
- possesses good communication, interpersonal and/or arithmetic skills;
- for employees undertaking personal care work, provides a wide range of personal care services to residents under limited supervision and in accordance with the resident's care plan. Is able to recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and the policies and procedures of James Milson Village.

Indicative tasks performed at this level are:

<b>Maintenance</b>	<b>Personal Care</b>
Qualified Maintenance / Handy Person Gardener (Cert III Qualification)	Personal Care Level 3 with more than 1 years' experience and can work with limited supervision.

### **Aged Care Employee Level 4 – Medication Endorsed:**

- is required to hold a Certificate IV in Aged Care Work and has completed the accredited qualification of Medication Assistance for Ageing or equivalent;
- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may assist with supervision of others.

### **CLERICAL & ADMINISTRATIVE EMPLOYEES**

**Grades:** All Employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the Employee and subsequent graded positions.

An Employee shall be graded in the grade where the principal function of their employment, as determined by James Milson Village, is of a clerical nature.

**Clerical and Administrative Employee Grade 1** - position is described as follows:

- may work under direct supervision with regular checking of progress;
- applies knowledge and skills to a limited range of tasks. The choice of actions required is clear; and
- usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.



**Clerical and Administrative Employee Grade 2** - position is described as follows:

- may work under routine supervision with intermittent checking;
- applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice; and
- work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

**Clerical and Administrative Employee Grade 3** - position is described as follows:

- may work under limited supervision with checking related to overall progress;
- may be responsible for the work of others and may be required to co-ordinate such work; and
- applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

**Clerical & Administrative Employee Grade 4** - position is described as follows:

- may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved;
- applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex; and
- applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

**Clerical and Administrative Employee Grade 5** - position is described as follows:

- may be supervised by professional staff and may be responsible for the planning and management of the work of others;
- applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The Employee may receive assistance with specific problems; and
- applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

## **NURSES**

**Enrolled Nurse—Pay Point 1** – position is described as follows:

- having satisfactorily completed training in nursing of not more than 12 months duration leading to enrolment as an Enrolled Nurse; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor;
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time;
- has limited or no practical experience of current situations; and exercises limited discretionary judgment, as practical experience is not yet developed.

**Enrolled Nurse—Pay Point 2** – position is described as follows:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1;
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time;
- has developed the ability to:
  - recognise changes required in nursing activity and in consultation with the Registered Nurse, is able to implement and record such changes as necessary;
  - relate theoretical concepts to practice; and
  - identify issues requiring higher level clinical assistance including determining priorities.

**Enrolled Nurse—Pay Point 3** – position is described as follows:

- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2;
- has developed the ability to:
  - undertake in-service training;
  - organise, practise and complete nursing functions in stable situations with limited direct supervision;
  - demonstrate observation and assessment skills to recognise including reporting deviations from stable conditions;
  - undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and
  - demonstrate communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

**Enrolled Nurse—Pay Point 4** – position is described as follows:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3;
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time;
- has developed the ability to:
  - demonstrate speed and flexibility in accurate decision making;
  - organise own workload and has the ability to set own priorities with minimal direct supervision;
  - demonstrate observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and
  - demonstrate communication and interpersonal skills to meet psychosocial needs of individual/groups.

**Enrolled Nurse—Pay Point 5** – position is described as follows:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4;
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time;



- has developed the ability to:
  - contribute information to assist the Registered Nurse develop nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
  - respond to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
  - demonstrate efficiency and sound judgment in identifying situations requiring assistance from a Registered Nurse.

**Registered Nurse** – position is described as follows:

- works under the general guidance of, or with general access to a more competent registered nurse who provides work related support and direction.
- is required to perform general nursing duties which include substantially, but are not confined to:
  - delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
  - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
  - providing support, direction and guidance to newer or less experienced staff, including Enrolled Nurse and Aged Care Employees delivering personal care and support services;
  - is capable of accepting accountability for their own standards of nursing care and service delivery; and
  - leading care standards in the workplace in accordance with legislative requirements.

**Clinical Care Coordinator** – position is described as follows:

- A registered nurse who is appointed by management to be in charge during the day, evening or night of the residential aged care facility who works under the minimal supervision providing work related support and direction in the following:
  - delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - coordinating services, including those of other disciplines or agencies, to individual residents within the practice setting;
  - providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
  - providing support, direction and guidance to newer or less experienced staff, including Enrolled Nurse and Aged Care Employees delivering personal care and support services;
  - is capable of accepting accountability for their own standards of nursing care and service delivery; and
  - leading care standards in the workplace in accordance with legislative requirements.

SCHEDULE B –PAY RATES

<b>Classification</b>	<b>Hourly Rates First Full Pay Period On or after 1 July 2020</b>	<b>Hourly Rates First Full Pay Period On or after 1 July 2021</b>	<b>Hourly Rates First Full Pay Period On or after 1 July 2022</b>
Aged Care Employee Level 1	\$22.10	\$22.54	\$22.99
Aged Care Employee Level 2	\$22.85	\$23.31	\$23.77
Aged Care Employee Level 3	\$25.30	\$25.80	\$26.32
Aged Care Employee Level 4 Year 1	\$29.80	\$30.40	\$31.01
Aged Care Employee Level 4 Year 2	\$31.29	\$31.92	\$32.56
Aged Care Employee Level 4 Year 3 Thereafter	\$32.05	\$32.69	\$33.34
Clerical and Administrative Employee Grade 1	\$24.20	\$24.69	\$25.18
Clerical and Administrative Employee Grade 2	\$25.69	\$26.21	\$26.73
Clerical and Administrative Employee Grade 3	\$27.23	\$27.78	\$28.33
Clerical and Administrative Employee Grade 4	\$28.49	\$29.06	\$29.64
Clerical and Administrative Employee Grade 5	\$29.80	\$30.40	\$31.01
Enrolled Nurse Pay Point 1	\$28.39	\$28.95	\$29.53
Enrolled Nurse Pay Point 2	\$29.01	\$29.59	\$30.18
Enrolled Nurse Pay Point 3	\$29.76	\$30.36	\$30.97
Enrolled Nurse Pay Point 4	\$30.47	\$31.08	\$31.70
Enrolled Nurse Pay Point 5	\$31.19	\$31.82	\$32.45
Registered Nurse Level 1 Year 1	\$33.48	\$34.15	\$34.83
Registered Nurse Level 1 Year 2	\$35.59	\$36.30	\$37.03
Registered Nurse Level 1 Year 3	\$37.67	\$38.42	\$39.19
Registered Nurse Level 1 Year 4	\$39.97	\$40.77	\$41.59
Registered Nurse Level 1 Year 5 and Thereafter	\$42.42	\$43.27	\$44.14
Clinical Care Coordinator	\$48.73	\$49.70	\$50.69



SCHEDULE C – ALLOWANCES

<b>Item Number</b>	<b>Brief Description</b>	<b>Clause Number</b>	<b>First Full Pay Period On or after 1 July 2020</b>	<b>First Full Pay Period On or after 1 July 2021</b>	<b>First Full Pay Period On or after 1 July 2022</b>	<b>Payment Arrangements</b>
1	In charge Allowance	21.1(b)	\$40.66	\$41.47	\$42.30	Per Shift
2	Vehicle and Travel Allowance	21.2	\$0.89	\$0.91	\$0.92	Cents Per Kilometre
3	On Call Allowance – Monday to Friday	21.3(a)	\$22.92	\$23.38	\$23.85	Per Day
4	On Call Allowance – Weekends and Public Holidays	21.3(b), and 21.3(b)	\$32.50	\$33.15	\$33.81	Per Day
5	On Call during a Meal Break	21.3(f)	\$12.40	\$12.65	\$12.90	Per Shift
6	Uniform Allowance	21.4(e)	\$7.25	\$7.40	\$7.55	Per Week
7	Laundry Allowance	21.4(f)	\$1.60	\$1.63	\$1.67	Per Week
8	Meal Allowance	21.5(a)	\$16.50	\$16.83	\$17.17	Per Meal

**IN THE FAIR WORK COMMISSION**

**FWC Matter No.: AG2021/5408**

**Application for approval of the James Milson Village Enterprise Agreement 2021**

**Applicant:**

**North Sydney Retirement Trust trading as James Milson Village**

Section 185 – Application for approval of a single enterprise agreement

**Undertaking- Section 190**

I, Ben Van Lierop, Chief Executive Officer for North Sydney Retirement Trust, give the following undertaking with respect to the James Milson Village Enterprise Agreement 2021 ("the Agreement"):

1. I have the authority given to me by North Sydney Retirement Trust to provide this undertaking in relation to the application before the Fair Work Commission.
2. *North Sydney Retirement Trust trading as James Milson Village undertakes that for the purposes of the NES a shift worker is a shift worker as defined by clause 5 of this Agreement.*
3. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

  
\_\_\_\_\_  
Signature

11-06-2021  
\_\_\_\_\_  
Date