



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Lady of Grace Fraternity
(AG2014/1809)

LADY OF GRACE AGED CARE FACILITY ENTERPRISE AGREEMENT 2014.

Aged care industry

DEPUTY PRESIDENT BOOTH

SYDNEY, 3 SEPTEMBER 2014

Application for approval of the Lady of Grace Aged Care Facility Enterprise Agreement 2014.

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

[2] The Agreement does contain a flexibility term, however, it is not a flexibility term which complies with s.203(2) of the Act. I note that the model flexibility term is taken, pursuant to s.202(4) of the Act, to be a term of the Agreement. A copy of the model flexibility term is attached to this decision.

[3] An undertaking has been provided by Mr Robert Carabetta, Operations Manager, Lady of Grace Fraternity. The written undertaking concerning clause 35.2 will be taken to be a term of the Agreement pursuant to s.191 of the Act. A copy of the undertaking is attached to this decision.

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

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

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 September 2014. The nominal expiry date of the Agreement is 30 June 2017.



DEPUTY PRESIDENT

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27 August 2014

Deputy President Booth
Fair Work Commission
Level 8
80 William Street
East Sydney NSW 2010

Your Honour,

Lady of Grace Aged Care Facility Enterprise Agreement 2014
Matter Number AG2014/1809

Statement of Undertaking

Lady of Grace Aged Care Facility hereby undertakes:

1. That Clause 35.2(d) of the Agreement includes in the sentence, to be inserted after the word 'fund', *"that is a fund that includes a 'MySuper' Product"*.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Robert Carabetta".

Robert Carabetta
Operations Manager

LADY OF GRACE NURSING HOME

454 Old Northern Road Dural NSW 2158
Telephone 02 9634 1354 Facsimile 02 9634 1592
ABN 60 366 768 375

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.



CARE THROUGH LOVE

Lady of Grace Aged Care Facility Enterprise Agreement 2014

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PART 1 - PRELIMINARIES

1. INTRODUCTION

This Agreement is made under Section 172 of the *Fair Work Act 2009*.

- (a) Lady of Grace Aged Care Facility will take the necessary steps to seek approval of this Agreement under Section 186 of the Act.
- (b) Lady of Grace Aged Care Facility will formally advise the Unions when the Agreement is made in order for the Unions to apply under Section 183 of the Fair Work Act 2009 to be covered by the agreement.
- (c) It is the intention of this agreement that the Unions will be covered by this Agreement.

2. TITLE

This Agreement shall be known as the Lady of Grace Aged Care Facility Enterprise Agreement 2014 and throughout is referred to as "this Agreement".

3. PARTIES BOUND

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

- (a) The Lady of Grace Aged Care Facility ("the employer");
- (b) HSU New South Wales Branch;
- (c) The New South Wales Nurses & Midwives' Association;
- (d) The Australian Nursing & Midwifery Federation; and
- (e) and all those employees of the employer performing work within the classifications contained in this agreement and employed in a residential aged care facility.

4. COMMENCEMENT

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

5 EXPIRY

This Agreement shall have a nominal expiry date of 30 June 2017.

The parties agree that negotiations regarding the renegotiation of this Agreement will commence six (6) months prior to the nominal expiry date.

6. DEFINITIONS

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 (refer to Section 16 of the Act) means a 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.

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.

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:

- (c) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (d) 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).

Union or **Unions** means HSU New South Wales Branch ; the New South Wales Nurses & Midwives' Association and the Australian Nursing & Midwifery Federation New South Wales Branch.

7. COMPLETE AGREEMENT

- 7.1 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 the Lady of Grace Aged Care Facility 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.
- 7.2 Notwithstanding clause 7.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

8. AGREEMENT FLEXIBILITY

- 8.1 Notwithstanding any other provision of this Agreement, management and an employee may agree to vary the application of certain terms of this Agreement to meet the genuine needs of the Lady of Grace Aged Care Facility and the employee. The terms Lady of Grace Aged Care Facility and the employee may agree to vary the application of are those concerning:

(a) Arrangements for when work is performed in relation to:

- (i) the timing of breaks;
- (ii) time off in lieu of overtime; and
- (iii) penalty rates.

It is anticipated that any agreement would result from the employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other employees.

(b) the inclusion of allowances in ordinary pay; and

(c) the inclusion of leave loading in ordinary pay.

- 8.2 Lady of Grace Aged Care Facility and the employee must have genuinely made an agreement without coercion or duress.

- 8.3 The agreement between the Lady of Grace Aged Care Facility and the employee must:

- (a) be confined to a variation in the application of one or more of the terms listed in clause 8.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

- 8.4 The agreement between the Lady of Grace Aged Care Facility and the employee must also:

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

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- (b) state each term of this Agreement that the Lady of Grace Aged Care Facility and the employee have agreed to vary;
 - (c) detail how the application of each term has been varied by agreement between the Lady of Grace Aged Care Facility and the employee;
 - (d) detail how the agreement results in the employee being better off overall in relation to the employee's terms and conditions of employment; and
 - (e) state the date the agreement commences to operate.
- 8.5 The Lady of Grace Aged Care Facility must give the employee a copy of the agreement within fourteen (14) days after it is agreed and keep the agreement as a time and wages record.
- 8.6 Except as provided in clause 8.4(a) the agreement must not require the approval or consent of a person other than the Lady of Grace Aged Care Facility and the employee.
- 8.7 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.
- 8.8 The agreement may be terminated:
- (a) by Lady of Grace Aged Care Facility or the employee giving twenty-eight (28) days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
 - (b) at any time, by written agreement between the Lady of Grace Aged Care Facility and the employee.
- 8.9 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Lady of Grace Aged Care Facility and an employee contained in any other term of this Agreement.

9. NATIONAL EMPLOYMENT STANDARDS

- 9.1 It is the intention of this Agreement that the NES, as it 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 the Lady of Grace Aged Care Facility 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. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.
- 10.4 The Lady of Grace Aged Care Facility and employees bound by this Agreement acknowledge that the Australian Government may alter future aged care funding arrangements. Should such funding be made available for aged care staffing, the industrial organisations will meet to discuss the application of any such changed funding arrangements to wages payable during the life of this Agreement.

11. RELATIONSHIP TO POLICIES AND PROCEDURES

This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by the Lady of Grace Aged Care Facility, 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 the Lady of Grace Aged Care Facility's ability to vary, revoke or establish any such policy or procedure from time to time.

12. AVAILABILITY OF AGREEMENT

The Lady of Grace Aged Care Facility 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.

PART 2 - ENGAGEMENT

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.

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- (b) At any time during the probation period, the Lady of Grace Aged Care Facility or the employee can terminate the employment by providing written notice in accordance with clause 29 – 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 full-time employee is one engaged as such and whose ordinary hours of work average thirty-eight (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 thirty-eight (38) ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the Lady of Grace Aged Care Facility and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those 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 hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by the Lady of Grace Aged Care Facility, and recorded in writing to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 13.3(d) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

13.4 **Casual Employees:**

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee.

(b) **Casual Conversion.**

- (i) A casual employee who has been rostered on a regular and systematic basis over a period of twenty six (26) weeks has the right to request conversion to permanent employment:
 - (A) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
 - (B) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would generally be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the Lady of Grace Aged Care Facility and the employee.
- (ii) The Lady of Grace Aged Care Facility may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

13.5 Supported Wage System

A Supported Employee is employed under the Supported Wage System as set out in Schedule C – Supported Wage System.

13.6 Trainees

Trainees shall be employed in accordance with the provisions set out in Schedule D – National Training Wage Non-Nursing Staff.

13.7 Recognition of Service and Experience

- (a) From the time of commencement of employment an employee has three (3) months in which to provide documentary evidence to management 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 sub-clause (a), the Lady of Grace Aged Care Facility shall pay the employee at the level for which proof has been provided.
- (c) If within three (3) months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Lady of Grace Aged Care Facility 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.

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- (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) month 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 the Lady of Grace Aged Care Facility.
 - (e) An employee who is working in the same classification for more than one organisation shall notify the management 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 (3) 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 or Enrolled Nurse as from the date she or he notifies management in writing that she or he is eligible for registration or enrolment as a Registered Nurse or Enrolled nurse; provided that she or he makes application for registration within seven (7) days after being so notified that she or he is eligible for registration.
 - (h) For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work less any Annual Leave taken during the year.

13.8 Re-grading of Employee Classification

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an employee must be made in writing.
- (c) Management will respond to the request in writing within three (3) weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.
- (d) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
 - (ii) are permanent or temporary; and/or
 - (iii) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading).

13.9 **National Criminal History Record Check**

- (a) Operators of aged care services are required to ensure staff, 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 staff will be required to maintain a current Police Check which will be paid for at the expense of the employer and retained by the employer. 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 **Full-Time and Part-Time Employees**

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, Other Rates and Allowances.

14.2 **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 Column 1 of Table 1 of Schedule B – Pay, Other Rates and Allowances.
- (b) In addition, casual employees shall be paid a casual loading of 25 per cent.
- (c) Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.

14.3 **Trainees**

The base rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule D – National Training Wage Non-Nursing Staff.

14.4 **Other Entitlements**

In addition to being paid their ordinary pay:

- (a) **Full-Time Employees:** Full-time employees shall have the benefit of all of the other entitlements set out in this Agreement.
- (b) **Part-Time Employees:** Part-time employees shall 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 bear to full-time hours.

(c) **Casual Employees:**

- (i) For weekend and public holiday work, casual employees shall receive the penalty rates prescribed in Clause 19 - Shift and Weekend Work and Clause 20 - Public Holidays. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 14.2(b).
- (ii) A casual employee is entitled to overtime payment only when a casual works in excess of 10 hours per day or 38 hours per week or 76 hours per fortnight depending on the pay period. Overtime shall be paid in accordance with Clause 18 - Overtime. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 14.2(b).
- (iii) Casual employees shall 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 bear to full-time hours.
- (iv) A casual employee's entitlement to long service leave shall be governed by the provisions of the *Long Service Leave Act 1955 (NSW)*.
- (v) Clauses that shall not apply to casual employees include: Clause 16 - Rosters; and Clause 22 - Annual Leave.

14.5 Increases of Pay and Other Entitlements

- (a) Increases for the life of the Agreement to the base rates of pay are defined in Table 1 of Schedule B to this Agreement.
- (b) The other entitlements set out in Table 2 of Schedule B to this Agreement will remain at the defined rates.

14.6 Payment of Wages

- (a) Wages shall be paid weekly or fortnightly.
- (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. Wages shall be deposited by the Lady of Grace Aged Care Facility 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 the management's control, the Lady of Grace Aged Care Facility shall not be held accountable for such delay.
- (c) 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 working days.

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- (d) Where the Lady of Grace Aged Care Facility has overpaid an employee, management 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 deductions from wages must be authorised in writing by the employee.

14.7 Particulars of Wages

- (a) On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the *Fair Work Regulations 2009* replicated below):
- (i) the employer's name; and
 - (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and
 - (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) on and after 1 January 2010 the Australian Business Number (if any) of the employer.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
- (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
- (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
- (e) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:

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- (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.

15. HOURS

15.1 Reasonable Additional Hours

- (a) All hours worked over an average of thirty-eight (38) ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their specified number of hours will be treated as additional hours for the purpose of this sub-clause. From time to time, employees may be required to work a reasonable amount of additional hours. All additional hours worked will be paid in accordance with this Agreement.
- (b) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to Section 62 of the Act):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances including any family responsibilities;
 - (iii) the operational requirements of the workplace;
 - (iv) the notice (if any) given by management of the additional hours and by the employee of his or her intention to refuse it;
 - (v) whether any of the additional hours are on a public holiday; and
 - (vi) the employee's hours of work over the two (2) weeks ending immediately before the employee is required or requested to work the additional hours.

15.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of thirty-eight (38) hours per week.
- (b) The hours of work prescribed in sub-clause (a) may be arranged as follows:
 - (i) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or

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- (ii) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle; or
 - (iii) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than 10 days in the fortnight; or
 - (iv) as otherwise agreed in writing between management and the employee.
- (c) Each employee shall be entitled to not less than four (4) full days in each fortnight free from duty, or by agreement, two (2) full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
 - (d) Each shift shall consist of no more than ten (10) hours of work at ordinary time (not including unpaid breaks) provided that an employee shall not work more than seven (7) consecutive shifts unless the employee so requests and management agrees.
 - (e) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time.
 - (f) Management will ensure there is provision for handover between Registered Nurses 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 in respect of ordinary hours of work.
- (b) Part-time and casual employees shall receive a minimum payment of two (2) hours for each start.

15.4 Allocated Days Off (ADO)

- (a) A full-time employee whose ordinary hours of work are arranged in accordance with sub-clause 15.2(b) (i) and (ii) shall be entitled to an ADO in each cycle of 28 days or 35 days as the case may be. The ordinary hours of work on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked and 0.5 of one hour for each 10-hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
- (b) A full-time employee's ADO shall be determined by mutual agreement between the employee and management having regard to the needs of the place of employment or sections thereof. Such ADO shall, where practicable, be consecutive with the rostered days off; provided that ADO's shall not be rostered on public holidays.
- (c) Where management and the employee agree, up to five (5) ADO's may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.

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- (d) No time towards an ADO shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, or any period of unpaid leave or annual leave.
 - (e) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carer's leave. Where an allocated day off duty falls during a period of personal/carer's leave, the employee's available sick leave shall not be debited for that day.
 - (f) Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with Clause 20 - Public Holidays.
 - (g) An employee will be paid for any accumulated ADO's, at ordinary pay, on the termination of their employment for any reason.

16. ROSTERS

- 16.1 (a) The employer shall display on a roster, in a place conveniently accessible to employees:
 - (i) the ordinary hours of work for each employee; and
 - (ii) ADO's where applicable.
- (b) The roster shall be displayed two (2) weeks prior to the commencing date of the first working period in any roster subject to sub-clause (c).
- (c) Sub-clause (a) shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.
- 16.2 (a) A roster may be altered at any time so as to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his or her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.
- (b) Sub-clause (a) shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four (4) rostered days off in that fortnight, as the case may be.
- 16.3 Where the employer or an employee requests a change to the regular roster, the party requesting the change will give 14 days' notice of the requested change. Following consultation between the parties any changes to an employee's regular roster will be by genuine agreement between the employer and employee.

17. BREAKS

- 17.1 Two separate 10-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each 4-hour period. Subject to agreement between management and the employee, the two 10-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one 10-minute tea break with the employee allowed to proceed off duty ten (10) minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.
- 17.2 Employees shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- 17.3 Notwithstanding the provisions of sub-clause 17.2, an employee required to work shifts in excess of ten (10) hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between management and employee.
- 17.4 An employee must receive the following breaks between shifts:
- (a) Eight (8) hours:
 - (i) between ordinary rostered shifts, which are not broken shifts; and/or
 - (ii) where reasonable additional hours are worked which are not overtime hours; and
 - (b) Ten (10) hours where overtime is worked or where broken shifts are worked on successive days.

18. OVERTIME

- 18.1 All time worked by employees outside the ordinary hours in accordance with Clause 15 - Hours and Clause 16 - Rosters, shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay.
- 18.2 An employee must receive an eight (8) or ten (10) hour break between rostered shifts, in accordance with Clause 17.4. Where the next shift is due to commence before the employee has had their appropriate eight (8) or ten (10) hours break, one of the following will apply:
- (a) The employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under Clause 17.4 without loss of pay for the working time occurring during such absence; or

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- (b) If at the request of management an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with Clause 17.4 without loss of pay for working time occurring during such an absence.
- 18.3 Employees who are recalled to work overtime after leaving the Lady of Grace Aged Care Facility shall be paid a minimum of four (4) hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four (4) hours if the tasks they were recalled to perform are completed within a shorter period.
- (a) An employee recalled to work overtime pursuant to sub-clause 18.2 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- (b) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.
- 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.
- 18.5 All time worked by part-time employees in excess of the hours prescribed in sub-clause 15.2(a) of this Agreement shall be paid for at overtime rates.
- 18.6 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
- (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four (4) months of it being accrued at a mutually agreed time.
- (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four (4) month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) Employees cannot be compelled to take time off in lieu of overtime and an employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
- (d) Management will maintain records of all time in lieu of overtime owing and taken by employees.
- (e) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

19. SHIFT AND WEEKEND WORK

19.1 Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, casual loading referred to in sub-clause 14.2(b), for shifts rostered as follows:

- (a) 10% for afternoon shift commencing after 10:30 a.m. and before 1:00 p.m.
- (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
- (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
- (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.

19.2 (a) Notwithstanding sub-clause 19.1, employees working less than the hours prescribed for a full-time employee within Clause 15 - Hours shall only be entitled to the additional rates where their shifts commence prior to 6:00 a.m. or finish subsequent to 7:00 p.m.

- (b) Management may agree to the written request of an employee to work what would normally be a day shift job outside of day shift hours and not be paid any shift or weekend penalties.
 - (i) No employee shall be coerced into requesting such a pattern of hours.
 - (ii) An arrangement agreed under this sub-clause must not change or affect any other employee's number or pattern of working hours.
 - (iii) The employee may opt out of an agreed arrangement under this sub-clause at any time by providing two (2) weeks written notice, in which case the employee shall revert to the original day shift roster and pattern of hours.

19.3 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.

These weekend penalties shall be in substitution for and not cumulative upon the shift penalties prescribed in the preceding sub-clauses 19.1 and 19.2.

20. PUBLIC HOLIDAYS

- 20.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 20.2 Management may request an employee to work on a particular public holiday. An employee who, without the consent of management or without reasonable cause, such as personal/carer's 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.
- 20.3 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in Section 114 of the Act. This Agreement expressly contemplates that the Lady of Grace Aged Care Facility will require work on public holidays, or particular 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 Lady of Grace Aged Care Facility's workplace (including its operational requirements) will require work on public holidays, or particular public holidays.
- 20.4 Public holidays shall be allowed to employees without loss of ordinary pay.
- 20.5 (a) For the purposes of this agreement, the following shall be deemed to be public holidays:
- (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
 - (ii) 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; and
 - (iii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of 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.
- (b) 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 sub-clause 20.5(a), then the substituted day or part-day is the public holiday.

Additional Public Holiday:

- (c) Where, in accordance with clause 20.5(a) (iii), less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day 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.
- (d) The employer and employees may agree to substitute another day for a public holiday observed at 20.5(a).

20.6 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 shift penalties weekend penalties, casual loading and part-time loading, as follows:

- (a) **Full-time Employees:** Time and one-half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
- (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 pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
- (c) **Casual Employees:** Double time and one-half the basic rate of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 14.2(b).

20.7 The election referred to in sub-clause 20.6 (a) and (b) is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment and any days accrued after the approval date of this Agreement, must be taken within six (6) months of the date it is accrued.

20.8 Event leave (accrued Public Holiday election) credited to an employee may be cashed out by agreement at the base rate of pay, subject to a separate agreement in writing between Lady of Grace Aged Care Facility and the employee for each cashing out of a particular amount of paid event leave.

20.9 An employee who, without the consent of the employer or without reasonable cause, such as personal/carer's leave, is absent from the last rostered shift before or the first rostered shift after a public holiday is not entitled to any public holiday penalty rates for work performed on such public holiday.

20.10 A full-time employee who works both Saturday and Sunday, and who is rostered off duty on a public holiday, shall be paid one day's ordinary rate of pay in addition to the weekly rate.

21. ALLOWANCES

21.1 In Charge Allowance

- (a) A registered nurse who is designated to be in charge during the day, evening or night of the Lady of Grace Aged Care Facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.

21.2 Vehicle/Travelling Allowance

- (a) An employee, sent for duty to a place other than his or her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties.
- (c) Where an employee is required to use public transport for travel on official business such 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 his or her duties.
- (d) No payment shall be made under this sub-clause 21.2(b) and (c) unless management are satisfied that the employee has incurred expenditure for such travel.

21.3 Uniforms Allowance

- (a) Subject to sub-clause (c) of this sub-clause, sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (c) In lieu of supplying a uniform where required to an employee, the Lady of Grace Aged Care Facility shall pay the employee the weekly allowance set out in Item 6 of Table 2 of Schedule B to this Agreement.
- (d) In lieu of supplying special-type shoes where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 7 of Table 2 of Schedule B to this Agreement.

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- (e) In lieu of supplying a cardigan or jacket where required to an employee the employer shall pay the employee the weekly allowance set out in Item 8 of Table 2 of Schedule B to this Agreement.
 - (f) In lieu of supplying stockings where required to an employee the employer shall pay the employee the weekly allowance set out in Item 9 of Table 2 of Schedule B to this Agreement.
 - (g) In lieu of supplying socks where required to an employee the employer shall pay the employee the weekly allowance set out in Item 10 of Table 2 of Schedule B to this Agreement.
 - (h) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 11 of Table 2 of Schedule B to this Agreement shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one (1) week.
 - (i) An employee who works less than thirty-eight (38) hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight (38) ordinary hours.
 - (j) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
 - (k) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

21.4 On Call Allowance

- (a) 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, shall be paid the allowance, for each period of twenty-four (24) hours or part thereof, set out in Item 12 of Table 2 of Schedule B to this Agreement.
- (b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 13 of Table 2 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of twenty-four (24) hours, including such period of on call, the employee is entitled to receive the allowance prescribed in sub-clause 21.4(a).
- (c) Where an employee on call in accordance with sub-clause 21.4(a), leaves the residential aged care facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.

21.5 Continuing Education Allowance

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by management to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (d) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (e) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by management to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 14 of Table 2 of Schedule B to this Agreement.
- (f) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 15 of Table 2 of Schedule B to this Agreement.
- (g) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 16 of Table 2 of Schedule B to this Agreement.
- (h) An enrolled nurse who holds a relevant Certificate IV qualification in a clinical field (not including a Certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 17 of Table 2 of Schedule B to this Agreement.
- (i) The allowances set out in sub-clauses 21.5 (e), (f), (g) and (h) are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (j) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

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- (k) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

21.6 Higher Duties Allowance

- (a) Where an employee who is called upon to relieve an employee in a higher classification outlined in this Agreement, or is called upon to act in a vacant position of a higher classification, the employee shall be entitled to receive for the period of relief, or the period during which she or he so acts, the minimum payment for such higher classification.
- (b) Where an employee who is called upon to relieve an employee who is engaged in a position outside of this Agreement, the employee will be paid an allowance equating to fifteen (15) per cent of the employee's ordinary rate of pay.

21.7 Meal Allowance

- (a) An employee who is required to work overtime for more than two (2) hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall be paid, as the case may be:
 - (i) the amount for breakfast set out in Item 1 of Table 2 of Schedule B to this Agreement;
 - (ii) the amount for lunch set out in Item 2 of Table 2 of Schedule B to this Agreement;
 - (iii) the amount for the evening meal set out in Item 3 of Table 2 of Schedule B to this Agreement.

PART 3 - LEAVE

22. ANNUAL LEAVE

- 22.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.

22.2 Accrual of Annual Leave

- (a) All employees, other than shiftworkers, are entitled to four (4) weeks paid annual leave.
- (b) Shiftworkers are entitled to one (1) additional week of annual leave.
- (c) For the purposes of the NES a shiftworker is defined as:
 - (i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6:00 a.m. to 7:00 p.m.; and/or
 - (ii) an employee who works for more than four (4) ordinary hours on ten (10) or more weekends.
 - (A) a weekend means work on a Saturday and/or a Sunday in any one calendar week.

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- (d) 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.

- (e) **Transitional Arrangements:**

Counter leave accrued and banked prior to 20 July 2012 [ie: the operational date of the 2012 agreement] may be cashed out by agreement at the base rate of pay, subject to a separate agreement in writing between Lady of Grace Aged Care Facility and the employee for cashing out the full balance of accrued entitlement.

22.3 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (c) Once the leave has commenced the election cannot be changed unless management 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 Clause 22.5.

22.4 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) the employer has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to management, giving timely notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by management subject to the operational requirements of the workplace. Management shall not unreasonably withhold or revoke such approval.

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- (d) **Extensive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:
 - (i) reasonably directed to do so by management;
 - (ii) at the time the direction is given, the employee has more than eight (8) weeks annual leave credited to him or her; and
 - (iii) the amount of annual leave left to the employee's credit is at least two (2) weeks.

22.5 Annual Leave Loading

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5 per cent of their annual leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

22.6 Cashing out of Annual Leave

- (a) Annual Leave credited to an employee may be cashed out by agreement, subject to the following conditions: (refer to Section 93 of the Act).
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Lady of Grace Aged Care Facility and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has foregone.

22.7 Annual Leave and Service

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

22.8 Payment of Annual Leave on Termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, Lady of Grace Aged Care Facility will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

23. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

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

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

23.2 Entitlement to paid Personal/Carer's Leave

(a) For each year of service with his or her Lady of Grace Aged Care Facility, 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.

23.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

(a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or

(b) 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:

(i) a personal illness, or personal injury, affecting the member; or

(ii) an unexpected emergency affecting the member.

23.4 Payment of Paid Personal/Carer's Leave

If an employee takes a period of paid personal/carer's leave, the Lady of Grace Aged Care Facility will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

23.5 Personal/Carer's Leave on Public Holidays

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.

23.6 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.

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- (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 Lady of Grace Aged Care Facility.
 - (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.

23.7 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 his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) 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
 - (ii) any separate periods agreed with management.

23.8 Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, Lady of Grace Aged Care Facility pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

23.9 Notice and Evidence Requirements

- (a) To be entitled to leave under Clause 23 an employee must give management notice of the period, or expected period of the leave:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment;
- (b) Lady of Grace Aged Care Facility may require an employee to give management evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

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- (c) To be entitled to personal leave during the period, the employee may be required to give management as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
 - (d) To be entitled to carer's leave during the period, the employee may be required to give management as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
 - (e) To be entitled to compassionate leave during the period, the employee may be required to give management as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) 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.

23.10 Service

- (a) A period of paid personal/carers' 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/carers' leave does not break an employee's continuity of service, but does not count as service.

24. COMMUNITY SERVICE LEAVE

- 24.1 Employees are entitled to community service leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

24.2 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 regulations made for the purpose of subsection (4).

24.3 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) Lady of Grace Aged Care Facility 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.

24.4 **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.

25. PARENTAL LEAVE

25.1 Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act).

25.2 **Paid parental leave**

- (a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed three (3) months of continuous service prior to each claim.
- (b) For the purposes of the calculation of "ordinary pay" for paid parental leave purposes, an employee will be paid the higher of:
 - (i) The average of the ordinary hours actually worked by the employee in the twelve (12) month period ending at the commencement of parental leave; or
 - (ii) The ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:
 - (i) nine (9) weeks paid maternity leave for the birth mother;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) one (1) week paid partner leave.
- (d) Paid partner leave will be payable to:
 - (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.

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- (e) Partner includes same-sex and de facto partner but does not include former de facto partners.
 - (f) 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 maternity leave.

26. LONG SERVICE LEAVE

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

- 26.2 (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. This additional leave may be taken on a pro rata basis each five (5) years after completing the initial ten (10) year period of service.
- (b) Where the services of an employee with at least five (5) years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years' service.

26.3 For the purpose of sub-clause 26.2:

- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
 - (i) any period of leave without pay except in the case of employees who have completed at least ten (10) years' service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June, 1980;
 - (ii) any period of service as a part-time worker except as provided for in sub-clause 26.6.

26.4 (a) Lady of Grace Aged Care Facility shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the workplace, or where management and the employee agree, such leave may be postponed to an agreed date.

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- (b) Where management and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- 26.5 (a) On the termination of employment of an employee, otherwise than by his or her death, Lady of Grace Aged Care Facility shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five (5) years' service and less than ten (10) years' service dies, the employee's personal representative shall, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services terminated as referred to in sub-clause 26.2(b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.
- 26.6 Full-time and part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two (2) full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty (40) hours up until 30 April, 1985 and bears to thirty-eight (38) hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or part-time employment.
- 26.7 Where an employee has been granted a period of long service leave prior to the operational date of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.
- 26.8 Employees of the employer previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

E.g.: an employee with 15 years continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

27. LEAVE WITHOUT PAY

- 27.1 By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.
- 27.2 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 (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June, 1980;
 - (c) the qualifying period for paid and unpaid parental leave; and
 - (d) the calculation of notice and severance pay in accordance with Clause 28 - Termination of Employment and Clause 31 - Redundancy.

28. CEREMONIAL LEAVE

An employee who is legitimately 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 the employer.

PART 4 - OTHER PROVISIONS

29. TERMINATION OF EMPLOYMENT

- 29.1. 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.
- 29.2 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.
- 29.3 Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages 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.

29.4 Notice of termination by Lady of Grace Aged Care Facility:

- | (a) | (i) | <u>Period of Continuous Service</u> | <u>Minimum Period of Notice</u> |
|-----|-----|---|---------------------------------|
| | | 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 week's notice if the employee has completed at least two years continuous service for Lady of Grace Aged Care Facility.
- (c) Casuals are to be given notice to the end of the current shift worked.

29.5 Notice by employee:

- (a) Employees shall give Lady Grace Aged Care Facility 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.

29.6 Lady of Grace Aged Care Facility 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.

29.7 Lady of Grace Aged Care Facility will give the employee a statement signed by management stating the period of employment and when the employment was terminated if the employee requests.

29.8 Abandonment of Employment

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.

30. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

30.1 Management will notify:

- (a) Where Lady of Grace Aged Care Facility has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

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- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

30.2 Management will discuss change:

- (a) Lady of Grace Aged Care Facility will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in Clause 30.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in Clause 30.1.
- (c) For the purposes of such discussion, management will provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no confidential information is disclosed which would be contrary to Lady of Grace Aged Care Facility's interests.

30.3 (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

- (b) The employer must:
 - (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

31. REDUNDANCY

- 31.1 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.
- 31.2 Redundancy occurs where management has made a definite decision that Lady of Grace Aged Care Facility 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.
- 31.3 Unless the FWA subsequently orders otherwise pursuant to sub-clause 31.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 31.2, Lady of Grace Aged Care Facility 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, Lady of Grace Aged Care Facility 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, Lady of Grace Aged Care Facility 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 sub-clauses 19.1 and 19.2 - Shift and Weekend Work;
- (ii) weekend penalties as prescribed in sub-clause 19.3 - Shift and Weekend Work;

31.4 Subject to an application by the employer and further order of FWA the employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 31.3. FWA shall have regard to such financial and other resources of the employer concerned as FWA thinks relevant, and the probable effect paying the amount of retrenchment pay in sub-clause 31.3 will have on the employer.

32. WORKLOAD MANAGEMENT

32.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.

32.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

- (a) In the first instance, employee(s) should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.

32.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (a) Clinical assessment of residents' needs;
- (b) The demand of the environment such as facility layout;
- (c) Statutory obligation, (including, but not limited to, workplace health and safety legislation);
- (d) The requirements of nurse regulatory legislation;

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- (e) Reasonable workloads;
 - (f) Replacement of employees on leave;
 - (g) Accreditation standards; and
 - (h) Budgetary considerations.

32.4 If the issue is still unresolved, the employee(s) may advance the matter through Clause 40 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

33. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 33.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 33.2 The employer 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.
- 33.3 Any direction issued by the employer pursuant to sub-clauses 33.1 and/or 33.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents and/or clients.

34. REMUNERATION PACKAGING

Where agreed between Lady of Grace Aged Care Facility and an employee, Lady of Grace Aged Care Facility 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:

- (a) management shall ensure that the structure of any package complies with taxation and other relevant laws;
- (b) management shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- (c) management shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;
- (d) management shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;

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- (e) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
 - (f) a copy of the agreement shall be made available to the employee;
 - (g) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
 - (h) the configuration of the remuneration package shall remain in force for the period agreed between the employee and Lady of Grace Aged Care Facility;
 - (i) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between Lady of Grace Aged Care Facility 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;
 - (j) 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 Lady of Grace Aged Care Facility 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;
 - (k) 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;
 - (l) in the event that an employee ceases to be employed by Lady of Grace Aged Care Facility 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 sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
 - (m) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

35. SUPERANNUATION

- 35.1 Lady of Grace Aged Care Facility 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.

35.2 An 'approved fund' means:

- (a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
- (b) the First State Super;
- (c) the Health Super; or
- (d) any agreed complying superannuation fund; provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.

35.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

35.4 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.

35.5 The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include ordinary time worked on public holidays and public holiday loadings.

35.6 Contributions:

Lady of Grace Aged Care Facility 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.

35.7 Salary Sacrifice to Superannuation:

- (a) 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.
- (b) 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.
- (c) Lady of Grace Aged Care Facility will not use any amount that is salary sacrificed by an employee to count towards Lady of Grace Aged Care Facility's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by Lady of Grace Aged Care Facility 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.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.

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- (f) Any allowance, penalty rate, 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.

36. ATTENDANCE AT MEETINGS

Any employee required to attend Occupational Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

37. TRAINING

- 37.1 Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- 37.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 37.3 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 37.4 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
- (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
 - (b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - (c) Notwithstanding Clause 18 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
 - (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
 - (e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 4 of Table 2 of Schedule B to this Agreement.

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- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight (8) or ten (10) hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 15 - Hours. Where practicable, similar arrangements should also be made available to all other employees.
 - (g) 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.
 - (i) Notwithstanding sub-clause 15.2(k) - Hours, sub-clause 18.2 - Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight (8) or ten (10) hour break between shifts.

37.5 Nurses may request financial assistance to assist in training for continuing professional development to comply with nursing registration requirements. Lady of Grace Aged Care Facility will consider such requests on a case by case basis and may consent to or refuse the request at the employer's discretion.

38. INSPECTION OF LOCKERS

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 the employer and an employee representative where practicable, otherwise by any two officers appointed by the employer for that purpose.

39. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

39.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

39.2 An employee who is a parent, or has responsibility for the care, of a child may request the employer for a change in working arrangements, including changes in hours of work, changes in patterns of work and changes in location of work, to assist the employee to care for the child if the child:

- (a) is under school age; or
- (b) is under 18 and has a disability.

39.3 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 twelve (12) months of continuous service with the employer immediately before making the request; or

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- (b) for a casual employee—the employee:
 - (i) is a long term casual employee of the employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

39.4 The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

39.5 Management must give the employee a written response to the request within 21 days, stating whether management grants or refuses the request.

40. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

40.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means Lady of Grace Aged Care Facility and/or the employees, as the context requires.

40.2 This dispute resolution procedure will apply to disputes about:

- (a) any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;
- (b) threatened termination, with the exception that the arbitration provisions in sub-clause 40.6 do not apply unless the parties agree. Further, the parties rights are reserved during this process and the employer may exercise their right to terminate the employee in accordance with the agreement;
- (c) matters in relation to the NES;
- (d) matters arising under the agreement; and
- (e) whether Lady of Grace Aged Care Facility had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave).

40.3 Management or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

40.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:

- (a) the employee and his or her supervisor discussing the matter; and
- (b) if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).

-
- 40.5 If a dispute is unable to be resolved at the workplace, in accordance with sub-clause 40.4, a party to the dispute may refer the matter to FWA or other appropriate statutory tribunal.
- 40.6 The parties agree that FWA shall have the power to do all such things as are necessary for the just resolution of the dispute including:
- (a) mediation, conciliation and, with the exception of disputes arising under Cause 32 – Workload Management, arbitration; and
 - (b) arbitration, for disputes arising under Clause 32 – Workload Management, only with the agreement of the parties.
- 40.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

41. UNION REPRESENTATION RIGHTS

- 41.1 A recognised workplace representative will be released from the performance of normal duty for reasonable periods to:
- (a) represent employee members in bargaining;
 - (b) represent the interests of employee members to Lady of Grace Aged Care Facility and to industrial tribunals or courts;
 - (c) undertake necessary preparation for bargaining or other meetings in which they will represent employee members' interests. This includes consulting with the employee members that they represent;
 - (d) meet the management of Lady of Grace Aged Care Facility to represent employee member interests;
 - (e) address new employees about the benefits of union membership at the time they enter employment; and
 - (f) distribute official union publications at a time convenient to their manager.
- 41.2 While undertaking the activities listed in the preceding Clause on a normal rostered day on duty, the recognised workplace representative will be regarded as being on duty and will not be required to apply for leave. They will be paid "ordinary time earnings" i.e. the classification rate, superannuation and shift loading which would otherwise be paid. The recognised workplace representative will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.
- 41.3 Recognised workplace representatives 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 recognised workplace representative including consulting with workplace colleagues and their union.

41.4 Lady of Grace Aged Care Facility will allow the recognised workplace representatives to access annual leave or a reasonable amount of leave without pay to attend accredited union training except where workplace arrangements cannot be adjusted to permit the absence of the workplace representative.

41.5 Lady of Grace Aged Care Facility will allow one recognised workplace representative of each individual union organisation to access up to three days' paid leave per year to attend accredited union training or conferences, except where workplace arrangements cannot be adjusted to permit the absence of the workplace representative.

- (a) The workplace representative must apply for leave in writing with at least 14 days' notice.
- (b) Attendance is subject to approval by the employer in consideration of roster and operational requirements.
- (c) This leave will not be cumulative.
- (d) Documentary evidence of attendance is to be provided by the workplace representative to the employer within one week of attendance at the event.
- (e) The workplace representative will provide staff with a presentation or report informing them of the content or learnings gained from attending the event, at a date and time to be mutually agreed with the employer.

EXECUTED by the parties

EXECUTED by **LADY OF GRACE AGED CARE FACILITY** by being signed by those persons who are authorised to sign on its behalf:

.....
Witness

.....
Name of Witness

.....
Address of Witness

DATED

)
)
)

.....
Name of Authorised Officer

.....
Position of Authorised Officer

.....
Address of Authorised Officer

11TH / JULY / 2014

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

Margaret Potts

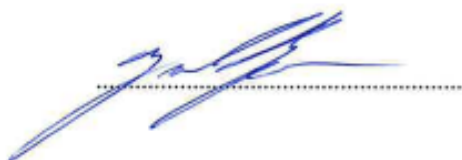
WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

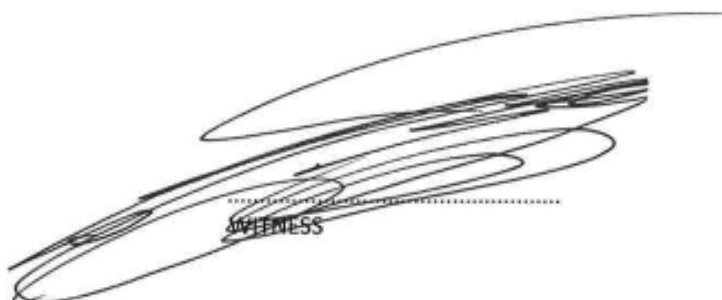
Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing Federation and as bargaining representative in accordance with the Fair Work Act 2009.

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



Gerard Hayes
Secretary
Health Services Union NSW Branch
Level2, 109 Pitt Street
SYDNEY NSW 2000



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

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

EXECUTED by a **LADY OF GRACE
AGED CARE FACILITY
ENTERPRISE BARGAINING
COMMITTEE** on behalf of those
employees who are not members of
the above industrial organisations:

Phil
.....
Witness

ROBERT CARABETTA
.....
Name of Witness

512-4 LAKE COVE RD RYDE 2112
.....
Address of Witness

DATED

)
) Lee Hogarth
)

LEE HOGARTH
.....
Name of the Lady Of Grace Aged
Care Facility Enterprise Bargaining
Committee Member

PHYSIOTHERAPIST
.....
Position of the Lady Of Grace Aged
Care Facility Enterprise Bargaining
Committee Member

25 VERNY DRIVE WEST PENNANT HILLS
.....
Address of the Lady Of Grace Aged
Care Facility Enterprise Bargaining
Committee Member 2125

11TH / JULY / 2014

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

I. GENERAL EMPLOYMENT CLASSIFICATIONS

II. NURSES' EMPLOYMENT CLASSIFICATIONS

I. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

1. CARE SERVICE EMPLOYEES

1.1 Care Service Employee New Entrant means an employee with less than 500 hours work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - New Entrant - Care Stream: Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

Typical Duties - New Entrant - Support Stream: General assistance to higher grade employees in the full range of domestic duties.

Typical Duties - New Entrant - Maintenance Stream: General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

1.2 Care Service Employee Grade 1 means an employee who has 500 hours' work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Grade 1 - Care Stream: Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene, e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher grade Care Service Employee in attending to the personal care needs of a resident.

Typical Duties - Grade 1 - Support Stream: Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.

Typical Duties - Grade 1 - Maintenance Stream: Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

1.3 Care Service Employee Grade 2 means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Grade 2 - Care Stream: Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper- and Hypo-Glycaemia; 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 the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.

Typical Duties - Grade 2 - Support Stream: Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.

Typical Duties - Grade 2 - Maintenance Stream: Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

1.4 Care Service Employee Grade 3 means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer and:

- (a) is designated by the employer as having the responsibility for leading and/or supervising the work of others; or

-
- (b) is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the residential aged care facility.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

Typical Duties – Grade 3 - Care Stream: Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.

Typical Duties - Grade 3 - Support Stream: Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.

Typical Duties - Grade 3 - Maintenance Stream: Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.

1.5 Care Service Employee Grade 4 means:

- (a) **Level One:** An employee who holds a Certificate IV in Aged Care Work or other appropriate qualifications/experience acceptable to the employer is required to act on them and:
- is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for a CSE 3; and
 - is required to work individually with minimal supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

Typical Duties – Grade 4 - Level 1 - Care Stream: Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.

Typical Duties - Grade 4 - Level 1 - Support Stream: Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.

Typical Duties - Grade 4 - Level 1 - Maintenance Stream: Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

(b) **Level Two:** An employee who is required to deliver medication to residents in residential aged care facilities:

- previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
- in which more than 80 per cent of places are “allocated high care places” as defined in the Aged Care Act 1997 (Cth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- a Certificate III in Aged Care Work; and
- a Certificate IV in Aged Care Work; and
- medication module – “Assist Clients with Medication” (CHCCS305B); or

Hold other appropriate qualifications acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

1.7 Other

“Diversional Therapist” means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

2. CLERICAL & ADMINISTRATIVE EMPLOYEES

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within fourteen (14) days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by the employer, is of a clerical nature and is described in sub-clauses (c) to (g) of this clause.
- (c) A **Clerical & Administrative Employee Grade 1** position is described as follows:
- (i) The employee may work under direct supervision with regular checking of progress.

-
- (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

Indicative tasks an employee at this level may perform are as follows:

Grade 1 - Information Handling: - Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents

Grade 1 - Communication: - Receive and relay oral and written messages; complete simple forms.

Grade 1 - Enterprise: - Identify key functions and personnel; apply office procedures.

Grade 1 - Technology: - Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files.

Grade 1 - Organisational: - Plan and organise a personal daily work routine.

Grade 1 - Team: - Complete allocated tasks.

Grade 1 - Business Financial: - Record petty cash transactions; prepare banking documents; prepare business source documents.

- (d) A **Clerical & Administrative Employee Grade 2** position is described as follows:

- (i) The employee may work under routine supervision with intermittent checking.
- (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

Indicative tasks an employee at this level may perform are as follows:

Grade 2 - Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.

Grade 2 - Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

Grade 2 - Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.

Grade 2 - Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce document from written text using standard format; shutdown equipment.

Grade 2 - Organisational: Organise own work schedule; know roles and functions of other employees.

Grade 2 - Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

Grade 2 - Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

(e) A **Clerical & Administrative Employee Grade 3** position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade 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.

Indicative tasks an employee at this level may perform are as follows:

Grade 3 - Information Handling: Prepare new files; identify and process inactive files; record documentation movements.

Grade 3 - Communication: Respond to telephone, oral and written requests for information; draft routine correspondence; handle sensitive inquiries with tact and discretion.

Grade 3 - Enterprise: Clarify specific needs of client/other employees; provide information and advice; follow-up on client/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

Grade 3 - Technology: Maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.

Grade 3 - Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

Grade 3 - Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.

Grade 3 - Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; maintain stock control records.

- (f) A **Clerical & Administrative Employee Grade 4** position is described as follows:
- (i) The employee 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.
 - (ii) An employee at this grade 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.
 - (iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

Indicative tasks an employee at this level may perform are as follows:

Grade 4 - Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.

Grade 4 - Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.

Grade 4 - Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements.

Grade 4 - Technology: Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.

Grade 4 - Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Grade 4 - Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.

Grade 4 - Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

(g) A **Clerical & Administrative Employee Grade 5** position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (ii) An employee at this grade 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.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

Indicative tasks an employee at this level may perform are as follows:

Grade 5 - Information Handling: - Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.

Grade 5 - Communication: - Obtain data from external sources; produce reports; identify need for documents and/or research.

Grade 5 - Enterprise: - Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.

Grade 5 - Technology: - Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.

Grade 5 - Organisational: - Organise meetings; plan and organise conference.

Grade 5 - Team: - Draft job vacancy advertisement; assist in the selection of staff; plan and allocate work for the team; monitor team performance; organise training for team.

Grade 5 - Business Financial: - Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

(h) Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing – New Entrant means a person, other than a registered nurse, trainee or enrolled nurse, AIN – Experienced, AIN – Cert III Qualified, or Care Service Employee who is employed in nursing duties in a residential aged care facility and is in the process of obtaining a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer. It is expected that such employees obtain the relevant Cert III qualification within their first year of employment in order to progress into the incremental scale for AIN Cert III Qualified.

Assistant in Nursing – Cert III Qualified means a person, other than a registered nurse, enrolled nurse, trainee, AIN – New Entrant or Care Service Employee who is employed in nursing duties in a residential aged care facility and has the qualification of Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer.

Assistant in Nursing - Experienced means an employee without Certificate III in Aged Care Work qualification but recognised to have equivalent relevant experience to that of an employee with a Certificate III qualification.

Assistant in Nursing - Team Leader means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.

Enrolled Nurse (with Notation) means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation "*does not hold a Board Approved qualification in medicines administration*". An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse, however, is not authorised to administer medication.

Enrolled Nurse (EN) means a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication. An EN may be required to lead and/or supervise the work of others.

Nurse includes Registered Nurses, Enrolled Nurses, Enrolled Nurses (without medication qualification), and Assistants in Nursing.

Nurse Educator means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a residential aged care facility or group of residential aged care facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

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- (a) A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.
 - (b) A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of twelve (12) months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in paragraphs (a) and (b). Persons appointed to the 3rd year rate by virtue of those paragraphs shall progress to the 4th year rate after completion of twelve (12) months satisfactory full time service.

Registered Nurse means a person registered by the Board as such.

SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES

Table 1 - Rates of Pay

Classification	First pay period on or after 1 July 2014 (\$)	First pay period on or after 1 July 2015 (\$)	First pay period on or after 1 July 2016 (\$)
Assistant in Nursing:			
New Entrant (without Cert III qualification)	19.08	19.70	20.34
Cert III Qualified:			
1st year	19.92	20.56	21.23
2nd year	20.20	20.85	21.53
3rd year	20.53	21.19	21.88
Thereafter	21.11	21.80	22.51
Experienced (without Cert III qualification)	20.76	21.44	22.14
Team Leader	21.83	22.54	23.27
Enrolled Nurse (with notation):			
1st year	24.63	25.43	26.25
Thereafter	25.15	25.97	26.81
Enrolled Nurse:			
1st year	25.82	26.66	27.53
2nd year	26.43	27.29	28.18
Thereafter	27.05	27.93	28.84
Registered Nurse:			
1st year	29.03	29.98	30.95
2nd year	30.80	31.80	32.83
3rd year	32.68	33.74	34.84
4th year	34.67	35.80	36.96
5th year	36.79	37.98	39.22
Thereafter	36.79	37.98	39.22

Classification	First pay period on or after 1 July 2014 (\$)	First pay period on or after 1 July 2015 (\$)	First pay period on or after 1 July 2016 (\$)
Nurse Educator:			
1st year	40.78	42.11	43.48
2nd year	41.94	43.30	44.71
3rd year	42.98	44.38	45.82
4th year	45.23	46.70	48.22
Care Service Employees:			
New Entrant	19.41	20.04	20.69
Grade 1	19.43	20.06	20.72
Grade 2	20.67	21.34	22.04
Grade 3	21.96	22.68	23.41
Grade 4 Level 1	23.12	23.87	24.64
Level 2	25.82	26.66	27.53
2nd year	26.43	27.29	28.18
3rd year	27.05	27.93	28.84
Diversional Therapist:			
1 st year	21.12	21.81	22.52
2 nd year	22.23	22.95	23.70
3 rd year	23.27	24.03	24.81
4 th year	24.36	25.15	25.97
5 th year	25.39	26.21	27.07
Clerical & Administrative Employees:			
Grade 1	20.99	21.67	22.38
Grade 2	22.28	23.01	23.75
Grade 3	23.62	24.39	25.18
Grade 4	24.71	25.51	26.34
Grade 5	25.85	26.69	27.56

Table 2 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	Allowances (\$) First pay period on or after 1 July 2014
1	Overtime - Breakfast	21.7(a)(i)	12.93 per meal
2	Overtime - Luncheon	21.7(a)(ii)	16.73 per meal
3	Overtime - Evening Meal	21.7(a)(iii)	24.41 per meal
4	Vehicle Allowance – official business	18.3(b) 21.2(b) 21.4(c) 36.4(e)	0.68 per km
5	In charge of residential aged care facility	21.1(a)	22.23 per shift
6	Uniform	21.3(c)	6.62 per week
7	Shoes	21.3(d)	2.05 per week
8	Cardigan or Jacket	21.3(e)	1.97 per week
9	Stockings	21.3(f)	3.28 per week
10	Socks	21.3(g)	0.65 per week
11	Laundry	21.3(h)	5.50 per week
12	On call	21.4(a)	19.81 per day
13	On call during meal break	21.4(b)	10.72 per period
14	Continuing education allowance: RN	21.5(e)	18.67 per week
15	Continuing education allowance: RN	21.5(f)	31.10 per week
16	Continuing education allowance: RN	21.5(g)	37.30 per week
17	Continuing education allowance: EN	21.5(h)	12.43 per week

SCHEDULE C - SUPPORTED WAGE SYSTEM (SWS)

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

C.2 In this schedule:

approved assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system.

assessment instrument means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

relevant minimum wage means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged.

supported wage system (SWS) means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au.

SWS wage assessment agreement means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate.

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (Clause C5)	Relevant minimum wage
%	%
10	10
20	20
30	30
40	40
50	50
60	60
70	70
80	80
90	90

C.4.2 Provided that the minimum amount payable must be not less than \$75 per week.

C.4.3 Where an employee's assessed capacity is 10 per cent they must receive a high degree of assistance and support.

C.5 Assessment of capacity

C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.

C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgement of SWS wage assessment agreement

C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with Fair Work Commission.

C.6.2 All SWS wage assessment agreements (SWSA) must be agreed and signed by the employee and employer parties to the assessment. Where a union, party to this agreement, is not a party to the SWSA, the assessment will be referred by Fair Work Commission to the union by certified mail and the SWSA will take effect unless an objection is notified to Fair Work Commission within ten (10) working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not exceeding twelve (12) weeks, except that in some cases additional work adjustment time (not exceeding four (4) weeks) may be needed.
- C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$75 per week.
- C.10.4 Work trials should include induction or training as appropriate to the job being trialled.
- C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

SCHEDULE D - NATIONAL TRAINING WAGE NON-NURSING STAFF

D.1 Title

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010 and/or the Social, Community, Home Care and Disability Services Industry Award 2010.

D.2 Definitions

In this schedule:

adult trainee is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level.

approved training means the training specified in the training contract.

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

out of school refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:

- (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
- (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
- (c) not include any period during a calendar year in which a year of schooling is completed

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

relevant State or Territory vocational education and training legislation means the following or any successor legislation:

Australian Capital Territory: *Training and Tertiary Education Act 2003*;

New South Wales: *Apprenticeship and Traineeship Act 2001*;

Northern Territory: *Northern Territory Employment and Training Act 1991*;

Queensland: *Vocational Education, Training and Employment Act 2000*;

South Australia: *Training and Skills Development Act 2008*;

Tasmania: *Vocational Education and Training Act 1994*;

Victoria: *Education and Training Reform Act 2006*; or

Western Australia: *Vocational Education and Training Act 1996*.

trainee is an employee undertaking a traineeship under a training contract.

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

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

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

year 10 includes any year before Year 10.

D.3 Coverage

- D.3.1 Subject to Clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Clause D5 to this schedule or by Clause D.5.4 of this schedule.
- D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Clause D5 to this schedule.
- D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June, 1997.
- D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- D.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20 per cent of ordinary hours being approved training; and

D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20 per cent of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to Clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	279.50	307.90	366.80
Plus 1 year out of school	307.90	366.80	426.80
Plus 2 years out of school	366.80	426.80	496.70
Plus 3 years out of school	426.80	496.70	568.70
Plus 4 years out of school	496.70	568.70	
Plus 5 or more years out of school	568.70		

(b) Wage Level B

Subject to Clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	410.50
Plus 2 years out of school	356.90	410.50	481.40
Plus 3 years out of school	410.50	481.40	549.10
Plus 4 years out of school	481.40	549.10	
Plus 5 or more years out of school	549.10		

(c) Wage Level C

Subject to Clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	per week	per week	per week
	\$	\$	\$
School leaver	279.50	307.90	356.90
Plus 1 year out of school	307.90	356.90	401.70
Plus 2 years out of school	356.90	401.70	448.70
Plus 3 years out of school	401.70	448.70	500.00
Plus 4 years out of school	448.70	500.00	
Plus 5 or more years out of school	500.00		

(d) AQF Certificate Level IV traineeships

- (i) Subject to Clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8 per cent to those minimum wages.
- (ii) Subject to Clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per week	per week
	\$	\$
Wage Level A	590.60	613.50
Wage Level B	569.80	591.70
Wage Level C	518.50	538.20

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to Clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A are:

	Highest year of schooling completed		
	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School leaver	9.19	10.14	12.07
Plus 1 year out of school	10.14	12.07	14.05
Plus 2 years out of school	12.07	14.05	16.34
Plus 3 years out of school	14.05	16.34	18.70
Plus 4 years out of school	16.34	18.70	
Plus 5 or more years out of school	18.70		

(b) Wage Level B

Subject to Clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level B are:

	Highest year of schooling completed		
	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School leaver	9.19	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.50
Plus 2 years out of school	11.75	13.50	15.84
Plus 3 years out of school	13.50	15.84	18.07
Plus 4 years out of school	15.84	18.07	
Plus 5 or more years out of school	18.07		

(c) Wage Level C

Subject to Clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level C are:

	Highest year of schooling completed		
	Year 10	Year 11	Year 12
	\$ per hour	\$ per hour	\$ per hour
School leaver	9.19	10.14	11.75
Plus 1 year out of school	10.14	11.75	13.21
Plus 2 years out of school	11.75	13.21	14.76
Plus 3 years out of school	13.21	14.76	16.45
Plus 4 years out of school	14.76	16.45	
Plus 5 or more years out of school	16.45		

(d) School-based traineeships

Subject to Clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower	Year 12
per hour	per hour
\$	\$
9.19	10.14

(e) AQF Certificate Level IV traineeships

- (i) Subject to Clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8 per cent to those minimum wages.
- (ii) Subject to Clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship	Second and subsequent years of traineeship
	per hour	per hour
	\$	\$
Wage Level A	19.43	20.18
Wage Level B	18.73	19.46
Wage Level C	17.06	17.71

(f) Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in Clauses D.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in Clauses D.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.
- (iii) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in Clauses D.5.2(a)-(e) of this schedule minus 20 per cent applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a wage level by Clause D5 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I-III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25 per cent on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- D.6.4 Subject to Clause D.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.



27 August 2014

Deputy President Booth
Fair Work Commission
Level 8
80 William Street
East Sydney NSW 2010

Your Honour,

Lady of Grace Aged Care Facility Enterprise Agreement 2014
Matter Number AG2014/1809

Statement of Undertaking

Lady of Grace Aged Care Facility hereby undertakes:

1. That Clause 35.2(d) of the Agreement includes in the sentence, to be inserted after the word 'fund', *"that is a fund that includes a 'MySuper' Product"*.

Yours sincerely,

A handwritten signature in dark ink, appearing to read "R Carabetta".

Robert Carabetta
Operations Manager

LADY OF GRACE NURSING HOME

454 Old Northern Road Dural NSW 2158
Telephone 02 9634 1354 Facsimile 02 9634 1592
ABN 60 366 768 375

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.