



## DECISION

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

**Little Sisters of the Poor Aged Care Ltd**  
(AG2014/6566)

### **LITTLE SISTERS OF THE POOR AGED CARE LIMITED ENTERPRISE AGREEMENT 2014**

Aged care industry

COMMISSIONER JOHNS

MELBOURNE, 16 JULY 2014

*Application for approval of the Little Sisters of the Poor Aged Care Limited Enterprise Agreement 2014.*

[1] On 24 June 2014 Little Sisters of the Poor Aged Care Ltd (**Applicant**) made an application for approval of the *Little Sisters of the Poor Aged Care Limited Enterprise Agreement 2014 (Agreement)*. The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

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

[4] The Australian Nursing and Midwifery Federation, Health Services Union and United Voice, 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), the Commission notes that the Agreement covers these organisations.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 23 July 2014. The nominal expiry date of the Agreement is 30 June 2017.



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**Little Sisters of the Poor Aged Care Limited (LSAC)  
Enterprise Agreement 2014  
26 May 2014**

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## **Part 1 – Application and Operation**

### **1. Title**

This Agreement shall be known as the Little Sisters of the Poor Aged Care Limited Enterprise Agreement 2014.

### **2. Parties**

The parties to this Agreement are the Little Sisters of the Poor Aged Care Limited (LSAC), its wages employees in the states of New South Wales (NSW), Western Australia and Victoria, the HSU NSW Branch, the Health Services Union (No 1 Branch), United Voice, the Australian Nursing and Midwifery Federation, the NSW Nurses and Midwives Association, Australian Nursing and Midwifery Federation, Western Australian Branch, and the Australian Nursing and Midwifery Federation, Victorian Branch.

### **3. Coverage**

- 3.1 This Agreement covers LSAC and its employees engaged in the classifications listed in Schedule A of this agreement employed in NSW, Western Australia and Victoria.
- 3.2 This Agreement shall operate to encompass all terms and conditions of employment between LSAC and its employees and shall operate to the exclusion of awards and all other agreements.
- 3.3 This Agreement does not cover persons employed to manage the aged care services or facilities, Members of the Little Sisters of the Poor or other persons in Holy Orders. For the avoidance of doubt, it covers Directors of Nursing.

### **4. Period of Operation**

This Agreement will commence on the date decided by the Fair Work Commission and will have a nominal expiry date of 30 June 2017.

### **5. Objectives**

- 5.1 The objectives of this agreement are:
  - (a) To provide those workplace arrangements critical to LSAC fulfilling the mission of the Little Sisters of the Poor throughout its Homes in NSW, Western Australia and Victoria.
  - (b) To provide a sound basis for harmonious and productive relationships between LSAC and its employees
  - (c) To rationalise the disparate pay rates and benefits paid to employees in these Homes.



## **6. Shared Commitment**

- 6.1 This Agreement represents a commitment by the employer to fully provide, and by the employees to fully participate in and complete, education and formation activities designed to ensure high quality aged care and safety in the spirit of the mission, vision, values and conduct requirements of the employer.
- 6.2 The education and formation requirements of each employee shall be determined annually in advance by the employer after consultation with the employee.

## **7. Definitions and interpretations**

In this Agreement, unless the contrary intention appears:

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

**adjusted ordinary hourly rate of pay** means the employee's ordinary hourly rate of pay multiplied by 38 and divided by 40 and applies to those employees employed in LSAC's Home in Western Australia covered by Schedule C, item D.

**Day shift** means a shift worked between 6.00 am and 6.00 pm Monday to Friday

**employer** means the Little Sisters of the Poor Aged Care Limited (LSAC).

**LSAC EA 2010** means the Little Sisters of the Poor Aged Care Limited Enterprise Agreement 2010 which covered its wages employees in NSW and Victoria.

**LSAC EA 2011** means the Little Sisters of the Poor Aged Care Limited Enterprise Agreement 2011 which covered its wages employees in Western Australia.

**LSAC EA 2014** means this Agreement.

**NES** means National Employment Standards as contained in sections 59 to 131 of the Fair Work Act 2009 (Cth).

## **8. Access to the Agreement and the National Employment Standards (NES)**

The employer will ensure that copies of this Agreement and the NES are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

## **9. The Little Sisters of the Poor**

### **9.1 Mission**

- (a) The Mission of the Little Sisters of the Poor is to care for the elderly poor in the spirit of humble service which they have received from St Jeanne Jugan.
- (b) In 1839 Post Revolution France, elderly people were living on the streets and begging



for food. One winter's day of this year, St. Jeanne Jugan carried one of this disadvantaged group on her back, up a spiral staircase to her small apartment where she was made comfortable in Jeanne's own bed. This was the founding gesture of what was to become a worldwide religious order caring for the disadvantaged elderly.

- (c) The Sisters welcome the elderly as they would Jesus Christ Himself and serve them with love and respect until death.
- (d) Throughout Australia, the work of the Little Sisters is undertaken by the LSAC.

## **9.2 Vision**

- (a) The continuation of the charismatic inspiration of St Jeanne Jugan in today's world using all modern means to improve care for the elderly and to promote their role in society.
- (b) The desire to show to all with whom the Sisters come in contact, the primacy of eternal values and the boundless love of God.

## **9.3 Values**

- (a) Hospitality: Consecrated Hospitality witnessing to the mercy of the Father and the Compassionate Love of the Heart of Jesus.
- (b) Family spirit: Welcoming the elderly into a family like home with understanding and mutual concern.
- (c) Respect: Respect for life and for the dignity and uniqueness of every person.
- (d) Accompaniment: Accompany the elderly on the last stage of their journey through life and to the door of eternity by an attentive presence and skilled palliative care.

## **9.4 Conduct**

LSAC adheres at all times to the Philosophy, Ethics and Moral Law of the Catholic Church, from whom the Congregation has received its Mission.

## **10. Agreement flexibility**

10.1 The 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 one or more of the following matters:
  - (i) arrangements about when work is performed;



- (ii) overtime rates
    - (iii) penalty rates and shift loadings
    - (iv) allowances
    - (v) leave loading: and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- 10.2 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.
- 10.3 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.
- 10.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 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.

10.6 Where the employer and an individual employee proposes to enter into an individual flexibility arrangement, the employer must inform the employee in writing at least 7 days prior to entering into the arrangement that it recommends that the employee obtain independent advice prior to making the agreement.



## **Part 2 – Consultation and dispute resolution**

### **11. Consultation**

#### **11.1 Consultation regarding major workplace change**

(a) Employer to notify

- (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
- (ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required, the elimination or diminution of job opportunities, promotion opportunities or job tenure, the alteration of hours of work, the need for retraining or transfer of employees to other work or locations, and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

- (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in sub-clause 11.1(a) the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (ii) 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 sub-clause 11.1(a).
- (iii) For the purposes of such discussion, the employer must 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 employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.



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

- (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.
- (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 Agreement provisions concerning the scheduling of work and notice requirements.

## **12. Dispute resolution**

### **12.1 If a dispute relates to:**

- (a) a matter arising under the agreement; or
- (b) the National Employment Standards;
- (c) this term sets out procedures to settle the dispute.

**12.2** An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

**12.3** In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

**12.4** If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.



12.5 The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
  - (i) arbitrate the dispute; and
  - (ii) make a determination that is binding on the parties.

12.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) where there is a reasonable concern relating to health and safety an employee may be directed to work in another location within the workplace, unless:
  - (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform; or
  - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.
- (c) to avoid doubt, the obligations described in sub-clause 12.6 (a) for work to continue normally, means in accordance with custom and practice existing immediately before the dispute arises.

12.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.



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

#### **13. Employment categories**

13.1 Employees under this Agreement will be employed as either full-time, part-time or casual. Full and part-time employees will be employed either on an ongoing or maximum term basis.

13.2 At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time or casual basis. The employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

#### **13.3 Full-time employees**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 24.1 of this Agreement.

#### **13.4 Part-time employees**

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Save for arrangements entered into prior to the commencement of the LSAC EA 2010 or LSAC EA 2011, a part-time employee will be employed no less than six hours per week.
- (c) Before commencing employment, the employer and the employee will agree in writing on a regular pattern of work including the guaranteed minimum hours to be worked and the rostering arrangements which will apply to those hours.
- (d) A part time employee may request a review of his or her contracted hours annually. Any adjustment will be at the discretion of the employer.
- (e) Any agreed variation to the hours of work, other than matters relating to rosters as set out in sub-clauses 24.4 will be in writing.
- (f) Unless specified otherwise, the terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38. For those to whom Schedule C, Part D applies, the divisor shall be 40.

#### **13.5 Casual employees**

- (a) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or maximum term employee, to work up to and including 38 ordinary hours per week.



- (b) A casual employee will be paid per hour worked at the rate of 1/38<sup>th</sup> of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- (c) A casual employee who has been rostered on a regular and systematic basis over 26 weeks, provided that the rostering pattern has not resulted from coverage for extended absences has the right to request conversion to part-time employment. Any change will be at the discretion of the employer.

## **14. Termination of Employment**

14.1 Notice of termination is provided for in the NES.

### **14.2 Statement of service and training**

At the time of termination of employment the employer will at the request of the employee provide the employee with a signed certificate of service and training which will include details of the employee's classification, rate of pay and regular allowances, date of commencement and termination, the Home where the person was employed, his or her employment category, hours of employment on commencement and on termination and a summary of training (both external and in-service) undertaken during employment, including training nominal hours and indication of successful completion so far as such information is reasonably accessible to the employer.

### **14.3 Notice of termination by an employee**

The notice of termination required to be given by an employee is the same as that required of the employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this sub-clause less any period of notice actually given by the employee.

### **14.4 Job search entitlement**

Where the employer has given notice of termination to an employee, an employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the employee after consultation with the employer.

## **15. Redundancy**

15.1 For full and part time employees employed in Western Australia and Victoria redundancy pay is provided for in the NES.



- 15.2 For full and part-time employees employed in NSW, the amount of the redundancy pay equals the total amount payable to the employee for the redundancy pay period worked out using the tables set out in sub-clauses 15.2 (a) and 15.2 (b) at the employee's "week's pay" including any over Agreement payments, penalties and allowances.

A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled in accordance with sub-clauses 15.2 (a) or 15.2 (b).

- (a) If the employee is less than 45 years old and the period of continuous service with the employer on termination is
  - Less than 1 year, no redundancy pay period
  - At least 1 year but less than 2 years, 4 weeks' pay
  - At least 2 but less than 3 years, 7 weeks' pay
  - At least 3 but less than 4 years, 10 weeks' pay
  - At least 4 but less than 5 years, 12 weeks' pay
  - At least 5 but less than 6 years, 14 weeks' pay
  - At least 6 years, 16 weeks' pay
- (b) If the employee is aged 45 years or older and the period of continuous service with the employer on termination is
  - Less than 1 year, no redundancy pay period
  - At least 1 year but less than 2 years, 5 weeks' pay
  - At least 2 year but less than 3 years, 8.75 weeks' pay
  - At least 3 year but less than 4 years, 12.5 weeks' pay
  - At least 4 year but less than 5 years, 15 weeks' pay
  - At least 5 year but less than 6 years, 17.5 weeks' pay
  - At least 6 years, 20 weeks' pay

### **15.3 Transfer to lower paid duties**

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

### **15.4 Employee leaving during notice period**

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



#### **15.5. Job search entitlement**

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of sub-clause 14.4.





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

### **16. Classifications**

- 16.1 All employees covered by this Agreement will be classified according to the structure and definitions set out in Schedule A - Classification definitions. The employer will advise its employees in writing of their classification upon commencement and of any subsequent changes to their classification.
- 16.2 For the life of this Agreement, the employer agrees not to employ an employee classified as a Nursing assistant in Victoria.

### **17. Minimum wages**

- 17.1 All employees covered by this Agreement will be paid in accordance with the rates set out in Schedule B – Minimum wages.

#### **17.2 Increments**

- (a) Subject to sub-clause 17.2 (b) below, an employee shall progress through the incremental range applicable to his or her classification on the anniversary of his or her appointment to that classification.
- (b) An employee classified at the RN1 level will commence at RN1 increment 4 and progress through the incremental range on the anniversary of his or her appointment to that classification. Note that the incremental levels prescribed under this Agreement for RN1 classified employees commence at increment 4. There are no wage increments at RN1.1, 1.2 and 1.3 levels.

### **18. Salary packaging**

Where agreed between the employer and a full-time or part-time employee, an employee may package the minimum wage prescribed in Schedule B, into salary, benefits, and before and after tax additional contributions to a complying superannuation fund, the details of which will be shown on the employee's pay slip. The terms and conditions of such a package will be subject to the LSAC Salary Packaging Policy, and shall not, when viewed objectively, be less favourable than the entitlements otherwise available under this Agreement.

### **19. Allowances**

- 19.1 The following allowances do not apply to employees employed as Directors of Nursing.

#### **19.2 Adjustment of expense related allowances**

- (a) On 1 January in each year between the commencement of this agreement and the nominal expiry date in Clause 4 Period of Operation, each expense related allowance will be increased by the relevant adjustment factor. The relevant



adjustment factor for this purpose is the percentage movement in the applicable index figure for the twelve months to the previous September quarter as published by the Australian Bureau of Statistics.

- (b) The applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable CPI figure</b>
Meal allowance	Take away and fast food sub group
Clothing and equipment allowance	Clothing and footwear group
Vehicle/travel allowance	Private motoring sub-group
Tools allowance	Tools sub-group

- (c) On 1 January in each year of this Agreement, subsequent to the commencement of this Agreement, the On call allowance, in sub-clause 19.8, which is a work related allowance, will be increased by the percentage increase in the minimum wages under this Agreement that will come into effect that calendar year.

### **19.3 Clothing and equipment**

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$6.53 per week. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$4.55 per week.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on Personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a uniform allowance to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (d) These rates will apply on a pro rata basis to part-time and casual employees using a 38 hour per week divisor except for those to whom Schedule C, Part D applies, where the divisor shall be 40.



#### **19.4 Travelling, transport and fares**

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.80 per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in sub-clause 19.4 (b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

#### **19.5 Tool allowance**

A tool allowance of \$11.13 per week for the supply and maintenance of tools will be paid to chefs, cooks and maintenance employees who are not provided with all necessary tools by the employer. This rate will apply on a pro rata basis to part-time and casual employees using a 38 hour per week divisor except for those to whom Schedule C, Part D applies, where the divisor shall be 40.

#### **19.6 Meal allowance**

- (a) An employee will be supplied with an adequate meal or be paid a meal allowance of \$12.16 in addition to any overtime payment as follows:
  - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
  - (ii) provided that where such overtime work exceeds four hours a further meal allowance of \$10.85 will be paid.
- (b) Sub-clause 19.6 (a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request meal allowance will be paid on the same day as overtime is worked.

#### **19.7 Leader allowance**

An employee who is assigned by the employer to perform work which is a net addition to the work value of his or her substantive role such as appointment as a team leader, however titled, or in a specialist role will be paid an allowance of 10%, to be calculated upon the applicable rate payable to the employee under this Agreement.



## **19.8 On call allowance**

An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive \$60 for each 12 hour period or part thereof.

## **19.9 Qualifications Allowance**

- (a) A Registered nurse will be entitled to a qualification allowance set out below, subject to the following:
  - (i) A Registered nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held.
  - (ii) The employee must demonstrate and the employer must agree that the qualification is relevant to the performance of the employee's work in residential aged care and specifically in one of the following areas: - gerontological nursing, or management, or another qualification with a component that has application to nursing in aged care.
  - (iii) In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include the clinical or other area of work of the Registered nurse, the classification and position description of the Registered nurse and whether the qualification would assist the Registered nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the area in which the Registered nurse is employed.
  - (iv) 'Base rate' under this sub-clause shall be defined as the weekly rate applicable to a Registered Nurse, Grade 1, pay point 4.
  - (v) A Registered nurse claiming entitlement to a qualification allowance must provide to the employer evidence of that Registered nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the qualification is submitted to the employer or the date the qualification is obtained, whichever is the later.
  - (vi) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered nurse in respect of that employee's base qualification leading to registration as a Registered nurse with the exception of an honours degree, a Master's degree or a Doctorate.
  - (vii) Certificates obtained from training or education facilities shall be recognised provided that the programs are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
  - (viii) A Registered nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of the base



rate.

- (ix) A Registered nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), an honours degree or a double degree, shall be paid, in addition to her or his salary, 6.5% of base rate.
- (x) A Registered nurse who holds a Masters (including a Master's degree completed prior to, or that leads to registration), shall be paid, in addition to their salary, 7.5% of base rate.
- (xi) A Registered nurse who holds a Doctorate, shall be paid, in addition to their salary, 8.5% of base rate.
- (xii) The above allowances are to be paid during all periods of leave except Personal leave beyond 21 days in any twelve month period and Long service leave. In the case of annual leave, the employee would not receive the allowance in addition to leave loading.
- (xiii) The allowance is to be paid on a pro-rata basis for part-time employees, including casuals.

## **20. Payment of wages**

20.1 Wages will be paid fortnightly on a Wednesday.

### **20.2 Method of payment**

Subject to sub-clause 20.4 by no later than payday, wages must be paid by electronic funds transfer into the bank or financial institutional account nominated by the employee.

### **20.3 Termination**

When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other moneys owing to an employee will be made to the employee by no later than the last day of the formal notice period.

### **20.4 Delay**

Notwithstanding the above, the employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this sub-clause, for example bank error or delay.

## **21. Accident pay**

21.1 Subject to clause 21.2 an employee is entitled to accident pay in accordance with the terms of:

- (a) a notional agreement preserving a State Award (NAPSA) that would have applied



to the employee immediately prior to 1 August 2008 or an award made under the *Workplace Relations Act 1996* (Cth) that would have applied to the employee immediately prior to 27 March 2006, if the employee had at that time been in their current circumstances of employment and no agreement-based transitional instrument or enterprise agreement had applied to the employee; and

- (b) that would have entitled the employee to accident pay in excess of the employee's entitlement to accident pay, if any, under any other instrument.

21.2 The employee's entitlement to accident pay under the NAPSA or award is limited to the amount of accident pay which exceeds the employee's entitlement to accident pay, if any, under any other instrument.

21.3 This clause does not operate to diminish an employee's entitlement to accident pay under any other instrument.

## **22. Criminal Records Checks**

The employer will reimburse an employee the cost of obtaining a Criminal Records Checks where the employer is the employee's principal employer and where the Criminal Records Check is required for continuing, but not initial, employment.

## **23. Superannuation**

### **23.1. Superannuation legislation**

- (a) Superannuation legislation, including the *Superannuation Guarantee (Administration,) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees.

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

### **23.2 Employer contributions**

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

### **23.3 Voluntary employee contributions**

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions



provided for in sub-clause 23.2

- (b) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (c) The employer must pay the amount authorised under sub-clauses 23.3 (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under sub-clauses 23.3 (a) or (b) was made.

#### **23.4 Superannuation fund**

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in sub-clause 23.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in sub-clause 23.2 and pay the amount authorised under sub-clauses 23.3 (a) or (b) to the Health Employees Superannuation Trust of Australia (HESTA) or its successor.



## **Part 5 – Hours of work and Related Matters**

### **24. Ordinary hours of work and rostering**

#### **24.1 Ordinary hours of work**

- (a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight in shifts of not more than eight hours on a day shift or ten hours on a night shift exclusive of meal breaks.
- (b) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such days off shall be consecutive.
- (c) Full-time employees will be rostered to work no more than 19 days in a four week period of 152 hours.

#### **(d) Savings provision – part time employees and rostered days off**

The provision which applies to full and part-time employees covered by the LSAC EA 2011, employed in LSAC's Home in Western Australia immediately prior to the commencement of the LSAC EA 2011 and who were entitled to ADOs in accordance with the LSAC Enrolled Nurses, Carers and Domestic Collective Workplace Agreement 2008 and the LSAC Hospital Salaried Officers Collective Agreement 2009 is set out in Schedule C, Part D.

#### **24.2 Span of hours**

The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

#### **24.3 Rest breaks between rostered work**

- (a) An employee will be allowed a break of not less than 10 hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the 10 hour rest break may be reduced to eight hours.

#### **24.4 Rosters**

- (a) The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to sub-clause 24.4 (c) below.
- (b) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.





- (c) Fourteen days' notice will be given of a change in a roster. However, a roster may be altered at any time 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. Except in the case of an emergency, the employee shall be paid an additional daily allowance equal to 2.5% of the weekly ordinary rate of pay.
- (d) This will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- (e) Where practical to do so, the employer will offer in the first instance additional hours of work arising from a change of roster 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, to part time employees.

#### **24.5 Minimum engagements**

- (a) Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work. A part-time employee and a casual employee will receive a minimum payment of three hours for each engagement.
- (b) Except for meal breaks, the hours of work on any day will be continuous.

#### **25. Saturday and Sunday work**

- 25.1 Full and part-time employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 28 — Shiftwork
- 25.2 Casual employees who work on a Saturday and/or Sunday will be paid for hours worked between midnight on Friday and midnight on Sunday at the rate of time and three quarters. This rate will be in substitution for and not cumulative upon the casual loading prescribed in sub-clause 13.5(b) and the shift premiums prescribed in clause 28 — Shiftwork.

#### **25.3 Savings provisions**

- (a) The provision which applies to employees covered by the LSAC EA 2010 employed in LSAC's Home in Victoria, who regularly worked on a Saturday or a Sunday prior to the commencement of the LSAC EA 2010 are set out in Schedule C Part A.1.
- (b) The provision which applies to full and part-time ACE classified employees covered by the LSAC EA 2010 employed in LSAC's Home in Victoria immediately prior to the



commencement of the LSAC EA 2014 whose ordinary working hours include work on a Saturday and/or Sunday are set out in Schedule C, Part F.

## **26. Breaks**

### **26.1 Meal breaks**

- (a) Each employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- (b) Subject to sub-clause 26.1(c) where an employee is required to remain available to attend to duty or is on duty during his/her meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.
- (c) Where an employee Registered nurse in charge during a night shift is required to remain available to attend to duty or is on duty during his/her meal break, the employee will be paid their ordinary rate of pay and night shift loading for the period of the meal break and shall be provided with a meal or paid the meal allowance in accordance with sub-clause 19.6. The time worked during the meal break will be regarded and count as ordinary time for all purposes.

### **26.2 Tea breaks**

- (a) Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

## **27. Overtime penalty rates**

### **27.1 Overtime rates**

#### **(a) Full-time employees**

A full-time employee will be paid the following payments for all work done in addition to their rostered ordinary hours on any day:



- (i) for all authorised overtime on Monday to Friday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
  - (ii) for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time; and
  - (iii) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.
- (b) Overtime rates under this sub-clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in sub-clause 28.1
- (c) Overtime rates as prescribed in this sub-clause do not apply to Registered nurses employed as Directors of Nursing.
- (d) Part-time and casual employees**
  - (i) All time worked by part-time or casual employees in excess of 38 hours per week or 76 per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
  - (ii) For a part-time employee, all time worked in excess of their rostered hours on any one day (unless an agreement has been entered into under sub-clause 13.4 (e)) will be overtime and paid at the rates prescribed by sub-clause 27.1(d) (i).
  - (iii) Overtime rates under this sub-clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in sub-clause 28.1.
  - (iv) Overtime rates as prescribed in this sub-clause do not apply to Registered Nurses employed as Directors of Nursing.

## **27.2 Time off instead of payment for overtime**

- (a) By mutual agreement, a full-time or part-time employee may be compensated by way of time off instead of payment of overtime (time for time plus a period equivalent to the overtime penalty incurred) on the following basis:
- (b) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.
- (c) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (d) An employee cannot be compelled to take time off instead of overtime.



### **27.3 Rest period after overtime**

- (a) An employee, other than a casual, who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

### **27.4 Recall to work overtime**

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

### **27.5 Rest break during overtime**

An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.

## **28. Shiftwork**

### **28.1 Shift allowances and penalty rates**

- (a) Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate, which for casuals includes the casual loading, and applicable penalties for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm.

Afternoon shift commencing between 10.00 am and 1.00 pm - 10% of the ordinary rate of pay

Afternoon shift commencing between 1.00 pm and 4.00 pm

- From 1 January 2014, 12.5% of the ordinary rate of pay for employees in NSW and Victoria and 15% for employees in Western Australia
- 1 January 2015, 13% of the ordinary rate of pay for employees in NSW and



Victoria and 15% for employees in Western Australia

- 1 January 2016, 14% of the ordinary rate of pay for employees in NSW and Victoria and 15% for employees in Western Australia
- 1 January 2017, 15% of the ordinary rate of pay for employees in NSW and Victoria and 15% for employees in Western Australia

Night shift commencing between 4.00 pm and 4.00 am - 15% of the ordinary rate of pay

Night shift commencing between 4.00 am and 6.00 am - 10% of the ordinary rate of pay

- (b) The rates as prescribed in this sub-clause do not apply to Registered nurses employed as Directors of Nursing.
- (c) An employee entitled to a shift allowance under this sub-clause, will be paid the shift allowance for the entire shift.
- (d) For the purposes of this sub-clause “ordinary hourly rate” means the appropriate weekly rate divided by 38.

**(e) Savings provision**

The provision which applies to employees covered by the LSAC EA 2010 who were employed in LSAC’s Home in Victoria prior to the commencement of the LSAC 2010 and who regularly worked shift work is set out in Schedule C Part A.2.

**29. Higher duties**

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

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



## **Part 6 – Leave and Public holidays**

### **30. Annual leave**

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

#### **30.2 Quantum of Annual leave**

- (a) In addition to the entitlements in the NES, an employee classified as Nursing Assistant, Enrolled Nurse without Medication, Enrolled Nurse with Medication or Registered Nurse is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional weeks annual leave provided by the NES, a shift worker classified as Nursing Assistant, Enrolled Nurse without Medication, Enrolled Nurse with Medication or Registered Nurse is defined as an employee who:
  - (i) is regularly rostered over seven days of the week; and
  - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shift worker for the purposes of sub-clause 30.2(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shift worker for the purposes of sub-clause 30.2(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.
- (d) For the purposes of the NES a shift worker classified other than as Nursing Assistant, Enrolled Nurse without Medication, Enrolled Nurse with Medication or Registered Nurse is defined as:
  - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in sub-clause 24.2; and/or
  - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
- (e) For the purpose of the sub-clauses 30.2(b) and 30.2(d), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (e) For all part-time employees, annual leave shall accrue in respect to all hours worked except overtime hours.

#### **(f) Savings provision**

The provision which applies to employees covered by the LSAC EA 2011 employed in LSAC's Home in Western Australia prior to the commencement of LSAC EA 2011, is set out in Schedule C Part E.



### **30.3 Annual leave loading**

In addition to their ordinary pay, an employee will be paid the higher of:

- (a) annual leave loading of 17.5% of their ordinary rate of pay; or
- (b) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period on a shift by shift basis.

### **30.4 Cashing out Annual leave**

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

### **30.5 Scheduling of Annual leave**

- (a) Subject to sub-clause 30.5 (b) below, annual leave may be taken for a period agreed between the employer and the employee. The employer may only refuse an employee's request for annual leave on reasonable business grounds.
- (b) The employer may reasonably require an employee to take a period of excess leave within the following six months where agreement has not been reached in accordance with sub-clause 30.5 (a).
- (c) Excess leave means annual leave in excess of eight weeks of accrued entitlement.

## **31. Additional leave**

- 31.1 A full or part-time employee may, with the agreement of the employer, work between 50 and 52 weeks per year, and is approved on a calendar year basis at the commencement of the year. The employee will receive the following additional leave, which must be taken before the end of the January following the calendar year it, falls due.



50/52 weeks model	Additional 2 weeks' leave	(For an employee entitled to four weeks leave this equals 6 weeks in total)
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51/52 weeks model	Additional 1 weeks' leave	(For an employee entitled to four weeks leave this equals 5 weeks in total)
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31.2 The employee will receive wages equal to the period worked which will be spread over the calendar year.

31.3 "Weeks' leave" means one quarter of an employee's annual leave entitlement.

31.4 For part-time employees, this provision shall apply in respect to contracted hours of employment.

31.5 Accrual of leave entitlements remains unchanged from that applying to employees working a 52 week year.

## **32. Public holidays**

32.1 The entitlement to Public holidays is provided for in the NES. This clause contains additional provisions.

### **32.2 Meaning of Public holiday**

- (a) For the purpose of clarity the following additional public holidays prescribed or declared under the relevant State laws pursuant to section 115(1)(b) of the Act apply to the employer and employees covered by this Agreement:  
Easter Saturday, Labour Day, Melbourne Cup Day (in respect of Victorian employees)  
Easter Saturday, Easter (Sunday) and Labour Day (in respect of NSW employees)  
Western Australian Day and Labour Day (in respect of WA employees)  
In addition, a day in lieu of the NSW Bank holiday is observed as a Public holiday in NSW.
- (b) Full-time employees in NSW and Victoria engaged to work Monday to Friday will be entitled to an additional paid day off work in lieu of the Easter Saturday public holiday.
- (c) From time to time State laws may prescribe or declare other days as additional public holidays and as such are public holidays for the purposes of this Agreement.
- (d) As soon as practical after the public holidays for the calendar year are declared under the relevant State law, the employer will notify this information to its employees.





### **32.3 Substituted Public holidays**

- (a) The purpose of this sub-clause is to clarify the entitlement to a public holiday where certain days prescribed under the NES have been substituted to other days under State legislation. This sub-clause has no application where additional public holidays are declared in which case sub-clause 32.2(c) applies.
- (b) Full-time and part-time employees engaged to work Monday to Friday will be entitled to the following substituted days off work in lieu of the public holiday:
  - (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
  - (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (c) Full-time and part-time employees engaged to work Monday to Sunday will be entitled to either the public holiday or the substituted day off work.
- (d) In relation to casual employees:
  - (i) Christmas Day shall be observed on 25 December.
  - (ii) Boxing Day shall be observed on 26 December.
  - (iii) New Year's Day shall be observed on 1 January.
  - (iv) When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

### **32.4 Savings provision**

The provision which applies to employees covered by the LSAC EA 2011 employed in LSAC's Home in Western Australia prior to the commencement of LSAC EA 2011, is set out in Schedule C, Part E.

### **32.5 Payment for work on a Public holiday**

- (a) Full-time employees

A full-time employee will, in addition to their ordinary pay for work performed on a public holiday or the substituted day in respect of employees engaged to work Monday to Friday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) have the same number of hours worked added to their annual leave.
- (iii) The election in sub-clauses 32.5 (a) (i) and (ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except



with the agreement of the employer.

- (iv) A full-time employee who does not work on a public holiday will be paid their ordinary pay for that day.
- (v) Where a full-time employee's accrued day off falls on a public holiday or the substituted day for an employee that is engaged to work Monday to Friday, another day, determined by the employer, will be taken instead within four weeks of the public holiday where practical to do so.
- (vi) Payments under this sub-clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

**(b) Part-time employees**

- (i) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:
  - payment of an additional sum equal to 150% for hours worked;
  - have the same number of hours worked added to their annual leave.
- (iii) The election in sub-clause 32.5 (b) (ii) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- (iv) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
- (v) Payments under this sub-clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

**(c) Casual employees**

- (i) A casual employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
- (ii) Payments under sub-clause 32.5 (c) (i) are instead of and replace any casual loading otherwise payable under this Agreement.
- (iii) Payments under this sub-clause are instead of any addition rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

**(d) Savings provision**

The provision which applies to employees covered by the LSAC EA 2011 employed in LSAC's Home in Western Australia prior to the commencement of LSAC EA 2011, is set out in Schedule C Part E.



### **33. Parental leave**

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

#### **33.2 Quantum of Parental leave**

- (a) In addition to the entitlements in the NES, an employee, if he or she is the primary care giver, the employee shall be entitled to nine weeks paid leave.
- (b) In addition to the entitlements in the NES, an employee, if he or she is not the primary care giver, the employee shall be entitled to one week paid leave.
- (c) the provisions in sub-clauses 33.2 (a) and (b) are in addition to any payment by the Australian government in respect to parental leave.
- (d) If an employee is required to attend ante-natal appointments or parenting classes and such appointments are only available or can only be attended during the ordinary rostered shift of an employee, then on production of satisfactory evidence of such attendance at such appointment or class, the employee may access his or her carer's leave for this purpose. The employee must give the employer prior notice of the employee's intention to take such leave.
- (e) This provision shall apply to full-time and part-time employees where the employee has, or will have, completed at least 12 months of continuous service with the employer immediately before:
  - (i) if the leave is birth-related leave, the date of birth, or the expected date of birth, of the child; or
  - (ii) if the leave is adoption-related leave, the day of placement, or the expected day of placement, of the child.

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

34.1 Personal/carer's leave is provided for in the NES. This clause contains additional provisions.

#### **34.2 Quantum of Personal/carer's leave**

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional 5 days personal/carer's leave
- (b) For part-time employees, personal leave shall accrue in respect to all hours worked except overtime hours.

#### **34.3 Savings provision**

The provision which applies to employees covered by the LSAC EA 2010 employed in LSAC's Home in Victoria prior to the commencement of LSAC EA 2010, is set out in



Schedule C Part B.

**35. Long service leave**

**35.1 Quantum of Long service leave**

- (a) An employee is entitled to three months long service leave on the completion of seven and a half years of continuous service and an additional two months long service leave on the completion of each additional five years' service.
- (b) This quantum of long service leave is inclusive of any entitlements the employee may have under the relevant state legislation,
- (c) Where the employment of an employee who has completed at least five years services terminates for whatever reason, the employee or the employee's estate, where relevant, shall be entitled to a sum equal to  $1/30^{\text{th}}$  of the period of the employee's continuous service or, where the employee has previously taken long service leave, a sum equal to  $1/30^{\text{th}}$  of the balance of the employee's continuous service
- (d) Subject to agreement by the employer, an employee may elect to take half of his or her long service leave at double pay over half the time,
- (e) Subject to agreement by the employer, an employee may elect to take double the period of his or her long service leave at half pay.
- (f) The quantum provided for this sub-clause shall accrue from the commencement of the LSAC EA 2010 and LSAC EA 2011, whichever relevant, with all accruals to that date preserved.

**35.2 Savings provisions**

The provision which applies to employees covered by the LSAC EA 2010 employed in LSAC's Home in NSW prior to the commencement of LSAC EA 2010, is set out in Schedule C Part C.

**35.3 Cashing out of Long service leave**

- (a) The employer and an employee may agree in writing to the cashing out of the employee's entitlement of long service leave, as provided for in the terms of the relevant State legislation or any applicable NES long service leave terms, where the cashing out of those entitlements is permitted under those terms.
- (b) The employer and an employee may agree in writing to the cashing out of the employee's entitlement of long service leave as provided in this Agreement which is in excess of the employee's entitlement as provided for in the relevant State legislation or, any applicable NES long service leave terms.



## **Schedule A – Classification definitions**

### **1. Nursing assistants**

Nursing assistant means an employee, other than one registered pursuant to the provisions of the State or Territory Nurse Registration Board or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described in clauses 4 through to 8 of this schedule.

### **2. Enrolled Nurse (EN) without Medication**

#### **a) Pay point 1**

- i) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- ii) An employee will be appointed based on training and experience including:
  - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN;
  - or having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
  - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- iii) Skill indicators
  - The employee has limited or no practical experience of current situations; and
  - The employee exercises limited discretionary judgment, not yet developed by practical experience.

#### **b) Pay point 2**

- i) Pay point 2 refers to the pay point to which an EN has been appointed.
- ii) An employee will be appointed to this pay point based on training and experience including
  - having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
  - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and



- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- iii) Skill indicators
  - The employee is required to demonstrate some of the following in the performance of their work:
  - a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
  - an ability to relate theoretical concepts to practice; and/or
  - requiring assistance in complex situations and in determining priorities.
- c) Pay point 3
  - i) Pay point 3 refers to the pay point to which an EN has been appointed.
  - ii) An employee will be appointed to this pay point based on training and experience including: not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
  - iii) Skill indicators
    - The employee is required to demonstrate some of the following in the performance of their work: an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
    - observation and assessment skills to recognise and report deviations from stable conditions;
    - flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
    - communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.
- d) Pay point 4
  - i) Pay point 4 refers to the pay point to which an EN has been appointed. This is the minimum entry rate for a RN with a four year degree.
  - ii) An employee will be appointed to this pay point based on training and experience including:
    - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
    - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
  - iii) Skill indicators
    - The employee is required to demonstrate some of the following in the performance of their work:
    - speed and flexibility in accurate decision making;



- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

e) Pay point 5

- i) Pay point 5 refers to the pay point to which an EN has been appointed.
- ii) An employee will be appointed to this pay point based on training and experience including:
  - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
  - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.
- iii) Skill indicators
  - The employee is required to demonstrate some of the following in the performance of their work:
  - contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
  - responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
  - efficiency and sound judgment in identifying situations requiring assistance from an RN.

3. Enrolled Nurse (EN) with Medication

An EN who holds an endorsement to administer medication and who uses such endorsement in connection with his or her duties as reasonably determined by the employer shall be classified as an EN with Medication.

In all other respects sub-clauses (a) through to (e) of clause 2 of this schedule shall apply to this classification.

4. Registered Nurse level 1 (RN1)

- a) An employee at this level performs their duties:
  - i) according to their level of competence; and
  - ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
  - delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;



- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including ENs, and student ENs and student nurses;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

5. Registered Nurse level 2 (RN2)

- a) An employee at this level:
  - i. holds any other qualification required for working in the employee's particular practice setting; and
  - ii. is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub-clause on a continuing basis.
- b) An employee at this level may also be known as a Clinical nurse.
- c) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.
- d) Duties of a Clinical nurse will substantially include, but are not confined to:
  - delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
  - providing support, direction, orientation and education to RN1s, ENs, student nurses and student ENs;
  - being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
  - acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
  - assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

6. Registered Nurse level 3 (RN3)

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





- b) An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.
- c) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
- d) Duties of a Clinical nurse consultant will substantially include, but are not confined to:
  - i) providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - ii) staff and patient/client education;
  - iii) staff selection, management, development and appraisal;
  - iv) participating in policy development and implementation;
  - v) acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
  - vi) delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
  - vii) coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
  - viii) coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- e) Duties of a Nurse manager will substantially include, but are not confined to:
  - i) providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
  - ii) staff selection and education;
  - iii) allocation and rostering of staff;
  - iv) occupational health;
  - v) initiation and evaluation of research related to staff and resource management;
  - vi) participating in policy development and implementation;
  - vii) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
  - viii) being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
  - ix) managing financial matters, budget preparation and cost control in respect of nursing within that span of control.



- f) Duties of a Nurse educator will substantially include, but are not confined to:
  - (i) providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
  - (ii) implementation and evaluation of staff education and development programs;
  - (iii) staff selection;
  - (iv) implementation and evaluation of patient or client education programs;
  - (v) participating in policy development and implementation;
  - (vi) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
  - (vii) being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

7. Registered Nurse level 4 (RN4)

- a) An employee at this level:
  - (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub-clause on a continuing basis.
- b) An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).
- c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- d) In addition to the duties of an RN3, an employee at this level will perform the following duties:
  - (i) Duties of an Assistant director of nursing (clinical) will substantially include, but are not confined to:
    - providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
    - provision of appropriate education programs, coordination and promotion of clinical research projects;
    - participating as a member of the nursing executive team;
    - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;



- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
  - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
  - being accountable for clinical operational planning and decision making for a specified span of control; and
  - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
- ii) Duties of an Assistant director of nursing (management) will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
  - coordination and promotion of nursing management research projects;
  - participating as a member of the nursing executive team;
  - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
  - being accountable for the effective and efficient management of human and material resources within a specified span of control;
  - being accountable for the development and coordination of nursing management systems within a specified span of control; and
  - being accountable for the structural elements of quality assurance for a specified span of control.
- iii) Duties of an Assistant director of nursing (education) will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
  - coordination and promotion of nurse education research projects;
  - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
  - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
  - being accountable for the standards and effective coordination of education programs for a specified population;
  - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
  - being accountable for the management of educational resources including their financial management and budgeting control; and
  - undertaking career counselling for nursing staff.



8. Registered Nurse level 5 (RN5)

- a) An employee at this level:
  - (i) holds any other qualification required for working in the employee's particular practice setting; and
  - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this sub-clause on a continuing basis.
- b) An employee at this level may also be known as a Director of nursing.
- c) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- d) In addition to the duties of an RN4, an employee at this level will perform the following duties:
  - being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
  - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
  - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
  - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
  - managing the budget of the nursing division of the health unit;
  - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
  - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

9. Health Professional, level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.



10. Health Professional, level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

11. Health Professional, level 3

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognized specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

12. Aged care employee level 1

Entry level:

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

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and



- requires no previous experience or training.

Indicative tasks performed at this level are:

General and administrative services

General clerk

Laundry hand

Cleaner

Assistant gardener

Food services

Food services assistant

### 13. Aged care employee level 2

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

General clerk/Typist (between 3 months and less than 1 year's service)

Laundry hand

Cleaner

Gardener (non-trade)

Maintenance/Handyperson (unqualified)

Driver (less than 3 ton)

Food services

Food services assistant

### 14. Aged care employee—level 3

An employee at this level:

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



functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and administrative services

General clerk/Typist (second and subsequent years of service)

Receptionist

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

Food services

Cook

Personal care

Personal care worker grade 2 (unqualified)

Recreational/Lifestyle activities officer (unqualified)

#### 15. Aged care employee—level 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

Gardener (trade or TAFE Certificate III or above)

Food services

Senior cook (trade)

Personal care

Personal care worker grade 3 (Certificate 111)

Recreational/Lifestyle activities officer (Certificate 111)

#### 16. Aged care employee—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;



- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services

Secretary interpreter (unqualified)

Food services

Chef

Personal care

Personal care worker grade 4 (Certificate IV)

Recreational/Lifestyle activities officer (Certificate IV)

#### 17. Aged care employee—level 6

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Food services

Maintenance tradesperson (advanced)

Senior chef

Gardener (advanced)

Food services

Senior chef





18. Aged care employee—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services

Clerical supervisor

Interpreter (qualified)

Gardener superintendent

General services supervisor

Food services

Chef/Food services supervisor

Personal care

Personal care worker grade 5

Activities Lifestyle Coordinator

**Schedule B - Minimum wages 38 hours per week divisor**



\*In the LSAC Homes in NSW and Victoria the 2014, 2015, 2016 and 2017 rates will apply from 1 January in 2014, 2015, 2016 and 2017 respectively.

\*In the LSAC Home in Western Australia the 2014, 2015, 2016 and 2017 rates will apply from 1 April 2014, 1 March 2015, 1 February 2016 and 1 January 2017 respectively

		*2014				**At the date of approval of the agreement				*2015				*2016				*2017		
Nursing assistant	Week	Hour	Casual hrly		Week	Hour	Casual hrly		Week	Hour	Casual hrly		Week	Hour	Casual hrly		Week	Hour	Casual hrly	
	1	\$ 731.78	\$ 19.26	\$ 24.07					\$ 751.91	\$ 19.79	\$ 24.73		\$ 772.58	\$ 20.33	\$ 25.41		\$ 793.83	\$ 20.89	\$ 26.11	
	2	\$ 752.13	\$ 19.79	\$ 24.74					\$ 772.81	\$ 20.34	\$ 25.42		\$ 794.06	\$ 20.90	\$ 26.12		\$ 815.90	\$ 21.47	\$ 26.84	
	3	\$ 772.47	\$ 20.33	\$ 25.41					\$ 793.72	\$ 20.89	\$ 26.11		\$ 815.54	\$ 21.46	\$ 26.83		\$ 837.97	\$ 22.05	\$ 27.56	
	4	\$ 793.69	\$ 20.89	\$ 26.11					\$ 815.51	\$ 21.46	\$ 26.83		\$ 837.94	\$ 22.05	\$ 27.56		\$ 860.98	\$ 22.66	\$ 28.32	
The holder of a relevant Cert III qualification or higher		\$ 793.69	\$ 20.89	\$ 26.11					\$ 815.51	\$ 21.46	\$ 26.83		\$ 837.94	\$ 22.05	\$ 27.56		\$ 860.98	\$ 22.66	\$ 28.32	
Enrolled Nurse Without Medication																				
	1	\$ 909.54	\$ 23.94	\$ 29.92					\$ 934.55	\$ 24.59	\$ 30.74		\$ 960.25	\$ 25.27	\$ 31.59		\$ 986.66	\$ 25.96	\$ 32.46	
	2	\$ 922.54	\$ 24.28	\$ 30.35					\$ 947.91	\$ 24.94	\$ 31.18		\$ 973.97	\$ 25.63	\$ 32.04		\$ 1,000.76	\$ 26.34	\$ 32.92	
	3	\$ 939.56	\$ 24.73	\$ 30.91					\$ 965.40	\$ 25.41	\$ 31.76		\$ 991.95	\$ 26.10	\$ 32.63		\$ 1,019.23	\$ 26.82	\$ 33.53	
	4	\$ 955.69	\$ 25.15	\$ 31.44					\$ 981.97	\$ 25.84	\$ 32.30		\$ 1,008.98	\$ 26.55	\$ 33.19		\$ 1,036.72	\$ 27.28	\$ 34.10	
	5	\$ 970.93	\$ 25.55	\$ 31.94					\$ 997.63	\$ 26.25	\$ 32.82		\$ 1,025.06	\$ 26.98	\$ 33.72		\$ 1,053.25	\$ 27.72	\$ 34.65	
Enrolled Nurse Medication																				
	1	\$ 945.93	\$ 24.89	\$ 31.12					\$ 971.94	\$ 25.58	\$ 31.97		\$ 998.67	\$ 26.28	\$ 32.85		\$ 1,026.13	\$ 27.00	\$ 33.75	
	2	\$ 959.44	\$ 25.25	\$ 31.56					\$ 985.82	\$ 25.94	\$ 32.43		\$ 1,012.93	\$ 26.66	\$ 33.32		\$ 1,040.79	\$ 27.39	\$ 34.24	
	3	\$ 977.14	\$ 25.71	\$ 32.14					\$ 1,004.02	\$ 26.42	\$ 33.03		\$ 1,031.63	\$ 27.15	\$ 33.94		\$ 1,060.00	\$ 27.89	\$ 34.87	
	4	\$ 993.92	\$ 26.16	\$ 32.69					\$ 1,021.25	\$ 26.88	\$ 33.59		\$ 1,049.34	\$ 27.61	\$ 34.52		\$ 1,078.19	\$ 28.37	\$ 35.47	
	5	\$ 1,009.76	\$ 26.57	\$ 33.22					\$ 1,037.53	\$ 27.30	\$ 34.13		\$ 1,066.06	\$ 28.05	\$ 35.07		\$ 1,095.38	\$ 28.83	\$ 36.03	
Registered Nurse																				
	1.1	\$ 911.31	\$ 23.98	\$ 29.98																
	1.2	\$ 971.82	\$ 25.57	\$ 31.97																
	1.3	\$ 1,021.55	\$ 26.88	\$ 33.60																
	1.4	\$ 1,071.29	\$ 28.19	\$ 35.24		\$ 1,124.61	\$ 29.59	\$ 36.99		\$ 1,155.53	\$ 30.41	\$ 38.01		\$ 1,187.31	\$ 31.25	\$ 39.06		\$ 1,219.96	\$ 32.10	\$ 40.13
	1.5	\$ 1,124.61	\$ 29.59	\$ 36.99		\$ 1,177.48	\$ 30.99	\$ 38.73		\$ 1,209.86	\$ 31.84	\$ 39.80		\$ 1,243.13	\$ 32.71	\$ 40.89		\$ 1,277.31	\$ 33.61	\$ 42.02
	1.6	\$ 1,177.48	\$ 30.99	\$ 38.73		\$ 1,230.35	\$ 32.38	\$ 40.47		\$ 1,264.18	\$ 33.27	\$ 41.58		\$ 1,298.95	\$ 34.18	\$ 42.73		\$ 1,334.67	\$ 35.12	\$ 43.90
	1.7	\$ 1,230.35	\$ 32.38	\$ 40.47		\$ 1,290.83	\$ 33.97	\$ 42.46		\$ 1,326.33	\$ 34.90	\$ 43.63		\$ 1,362.81	\$ 35.86	\$ 44.83		\$ 1,400.28	\$ 36.85	\$ 46.06
	1.8	\$ 1,290.83	\$ 33.97	\$ 42.46		\$ 1,341.01	\$ 35.29	\$ 44.11		\$ 1,377.89	\$ 36.26	\$ 45.33		\$ 1,415.78	\$ 37.26	\$ 46.57		\$ 1,454.72	\$ 38.28	\$ 47.85
	2.1	\$ 1,341.01	\$ 35.29	\$ 44.11		\$ 1,359.71	\$ 35.78	\$ 44.73		\$ 1,397.11	\$ 36.77	\$ 45.96		\$ 1,435.53	\$ 37.78	\$ 47.22		\$ 1,475.00	\$ 38.82	\$ 48.52
	2.2	\$ 1,359.71	\$ 35.78	\$ 44.73		\$ 1,396.15	\$ 36.74	\$ 45.93		\$ 1,434.54	\$ 37.75	\$ 47.19		\$ 1,473.99	\$ 38.79	\$ 48.49		\$ 1,514.53	\$ 39.86	\$ 49.82
	2.3	\$ 1,396.15	\$ 36.74	\$ 45.93		\$ 1,434.35	\$ 37.75	\$ 47.18		\$ 1,473.80	\$ 38.78	\$ 48.48		\$ 1,514.32	\$ 39.85	\$ 49.81		\$ 1,555.97	\$ 40.95	\$ 51.18
	2.4	\$ 1,434.35	\$ 37.75	\$ 47.18		\$ 1,480.37	\$ 38.96	\$ 48.70		\$ 1,521.08	\$ 40.03	\$ 50.04		\$ 1,562.91	\$ 41.13	\$ 51.41		\$ 1,605.89	\$ 42.26	\$ 52.83
	3.1	\$ 1,480.37	\$ 38.96	\$ 48.70		\$ 1,508.68	\$ 39.70	\$ 49.63		\$ 1,550.17	\$ 40.79	\$ 50.99		\$ 1,592.80	\$ 41.92	\$ 52.39		\$ 1,636.60	\$ 43.07	\$ 53.84
	3.2	\$ 1,508.68	\$ 39.70	\$ 49.63		\$ 1,535.43	\$ 40.41	\$ 50.51		\$ 1,577.66	\$ 41.52	\$ 51.90		\$ 1,621.04	\$ 42.66	\$ 53.32		\$ 1,665.62	\$ 43.83	\$ 54.79
	3.3	\$ 1,535.43	\$ 40.41	\$ 50.51		\$ 1,563.74	\$ 41.15	\$ 51.44		\$ 1,606.75	\$ 42.28	\$ 52.85		\$ 1,650.93	\$ 43.45	\$ 54.31		\$ 1,696.33	\$ 44.64	\$ 55.80
	3.4	\$ 1,563.74	\$ 41.15	\$ 51.44		\$ 1,695.89	\$ 44.63	\$ 55.79		\$ 1,742.53	\$ 45.86	\$ 57.32		\$ 1,790.45	\$ 47.12	\$ 58.90		\$ 1,839.69	\$ 48.41	\$ 60.52
	4.1	\$ 1,695.89	\$ 44.63	\$ 55.79		\$ 1,820.18	\$ 47.90	\$ 59.87		\$ 1,870.24	\$ 49.22	\$ 61.52		\$ 1,921.67	\$ 50.57	\$ 63.21		\$ 1,974.51	\$ 51.96	\$ 64.95
	4.2	\$ 1,820.18	\$ 47.90	\$ 59.87		\$ 1,928.73	\$ 50.76	\$ 63.44		\$ 1,981.77	\$ 52.15	\$ 65.19		\$ 2,036.27	\$ 53.59	\$ 66.98		\$ 2,092.26	\$ 55.06	\$ 68.82
	4.3	\$ 1,928.73	\$ 50.76	\$ 63.44		\$ 2,051.43	\$ 53.99	\$ 67.48		\$ 2,107.85	\$ 55.47	\$ 69.34		\$ 2,165.81	\$ 57.00	\$ 71.24		\$ 2,225.37	\$ 58.56	\$ 73.20
	5.1	\$ 1,711.62	\$ 45.04	\$ 56.30		\$ 1,804.44	\$ 47.49	\$ 59.36		\$ 1,854.06	\$ 48.79	\$ 60.99		\$ 1,905.05	\$ 50.13	\$ 62.67		\$ 1,957.44	\$ 51.51	\$ 64.39
	5.2	\$ 1,804.44	\$ 47.49	\$ 59.36		\$ 1,928.73	\$ 50.76	\$ 63.44		\$ 1,981.77	\$ 52.15	\$ 65.19		\$ 2,036.27	\$ 53.59	\$ 66.98		\$ 2,092.26	\$ 55.06	\$ 68.82
	5.3	\$ 1,928.73	\$ 50.76	\$ 63.44		\$ 2,051.43	\$ 53.99	\$ 67.48		\$ 2,107.85	\$ 55.47	\$ 69.34		\$ 2,165.81	\$ 57.00	\$ 71.24		\$ 2,225.37	\$ 58.56	\$ 73.20
	5.4	\$ 2,051.43	\$ 53.99	\$ 67.48		\$ 2,174.52	\$ 57.22	\$ 71.53		\$ 2,234.32	\$ 58.80	\$ 73.50		\$ 2,295.76	\$ 60.41	\$ 75.52		\$ 2,358.90	\$ 62.08	\$ 77.60
	5.5	\$ 2,266.96	\$ 59.66	\$ 74.57		\$ 2,304.99	\$ 60.66	\$ 75.82		\$ 2,368.38	\$ 62.33	\$ 77.91		\$ 2,433.51	\$ 64.04	\$ 80.05		\$ 2,500.43	\$ 65.80	\$ 82.25
	5.6	\$ 2,484.06	\$ 65.37	\$ 81.71		\$ 2,484.06	\$ 65.37	\$ 81.71		\$ 2,552.37	\$ 67.17	\$ 83.96		\$ 2,622.56	\$ 69.01	\$ 86.27		\$ 2,694.68	\$ 70.91	\$ 88.64

\*\* Translation: RN1.1, RN1.2 and RN1.3 translate to RN1.4, otherwise point to point.

**Schedule B - Minimum wages 38 hours per week divisor**



In the LSAC Homes in NSW and Victoria the rates will apply from 1 January in 2014, 2015, 2016 and 2017  
In the LSAC Home in Western Australia the rates will apply from 1 April 2014, 1 March 2015, 1 February 2016 and 1 January 2017

		2014				2015				2016				2017		
		Week	Hourly	Casual hrly		Week	Hourly	Casual hrly		Week	Hourly	Casual hrly		Week	Hourly	Casual hrly
Health Professional																
	1.1	\$ 916.38	\$24.12	\$ 30.14		\$ 941.58	\$ 24.78	\$ 30.97		\$ 967.47	\$ 25.46	\$ 31.82		\$ 994.08	\$ 26.16	\$ 32.70
	1.2	\$ 953.31	\$25.09	\$ 31.36		\$ 979.53	\$ 25.78	\$ 32.22		\$1,006.46	\$ 26.49	\$ 33.11		\$ 1,034.14	\$ 27.21	\$ 34.02
	1.3	\$ 997.08	\$26.24	\$ 32.80		\$1,024.50	\$ 26.96	\$ 33.70		\$1,052.67	\$ 27.70	\$ 34.63		\$ 1,081.62	\$ 28.46	\$ 35.58
	1.4	\$1,032.64	\$27.17	\$ 33.97		\$1,061.04	\$ 27.92	\$ 34.90		\$1,090.21	\$ 28.69	\$ 35.86		\$ 1,120.20	\$ 29.48	\$ 36.85
	1.5	\$1,128.38	\$29.69	\$ 37.12		\$1,159.41	\$ 30.51	\$ 38.14		\$1,191.29	\$ 31.35	\$ 39.19		\$ 1,224.05	\$ 32.21	\$ 40.26
	1.6	\$1,169.41	\$30.77	\$ 38.47		\$1,201.57	\$ 31.62	\$ 39.53		\$1,234.61	\$ 32.49	\$ 40.61		\$ 1,268.57	\$ 33.38	\$ 41.73
Health Professional																
	2.1	\$1,176.25	\$30.95	\$ 38.69		\$1,208.60	\$ 31.81	\$ 39.76		\$1,241.83	\$ 32.68	\$ 40.85		\$ 1,275.98	\$ 33.58	\$ 41.97
	2.2	\$1,220.02	\$32.11	\$ 40.13		\$1,253.57	\$ 32.99	\$ 41.24		\$1,288.04	\$ 33.90	\$ 42.37		\$ 1,323.46	\$ 34.83	\$ 43.53
	2.3	\$1,267.89	\$33.37	\$ 41.71		\$1,302.76	\$ 34.28	\$ 42.85		\$1,338.58	\$ 35.23	\$ 44.03		\$ 1,375.39	\$ 36.19	\$ 45.24
	2.4	\$1,319.86	\$34.73	\$ 43.42		\$1,356.16	\$ 35.69	\$ 44.61		\$1,393.45	\$ 36.67	\$ 45.84		\$ 1,431.77	\$ 37.68	\$ 47.10
Health Professional																
	3.1	\$1,378.34	\$36.27	\$ 45.34		\$1,416.25	\$ 37.27	\$ 46.59		\$1,455.20	\$ 38.29	\$ 47.87		\$ 1,495.21	\$ 39.35	\$ 49.18
	3.2	\$1,417.25	\$37.30	\$ 46.62		\$1,456.23	\$ 38.32	\$ 47.90		\$1,496.27	\$ 39.38	\$ 49.22		\$ 1,537.42	\$ 40.46	\$ 50.57
	3.3	\$1,449.80	\$38.15	\$ 47.69		\$1,489.67	\$ 39.20	\$ 49.00		\$1,530.63	\$ 40.28	\$ 50.35		\$ 1,572.72	\$ 41.39	\$ 51.73
	3.4	\$1,515.45	\$39.88	\$ 49.85		\$1,557.12	\$ 40.98	\$ 51.22		\$1,599.94	\$ 42.10	\$ 52.63		\$ 1,643.94	\$ 43.26	\$ 54.08
	3.5	\$1,572.89	\$41.39	\$ 51.74		\$1,616.15	\$ 42.53	\$ 53.16		\$1,660.59	\$ 43.70	\$ 54.62		\$ 1,706.26	\$ 44.90	\$ 56.13

### Schedule B - Minimum wages 38 hours per week divisor

In the LSAC Homes in NSW and Victoria the rates will apply from 1 January in 2014, 2015, 2016 and 2017

In the LSAC Home in Western Australia the rates will apply from 1 April 2014, 1 March 2015, 1 February 2016 and 1 January 2017



		2014				2015				2016				2017		
		Weekly	Hourly	Casual hrly		Weekly	Hourly	Casual hrly		Weekly	Hourly	Casual hrly		Weekly	Hourly	Casual hrly
Aged care employee—level 1		\$ 740.72	\$ 19.49	\$ 24.37		\$ 761.09	\$ 20.03	\$ 25.04		\$ 782.02	\$20.58	\$ 25.72		\$ 803.53	\$ 21.15	\$ 26.43
Aged care employee—level 2																
	2.1	\$ 762.82	\$ 20.07	\$ 25.09		\$ 783.80	\$ 20.63	\$ 25.78		\$ 805.36	\$21.19	\$ 26.49		\$ 827.50	\$ 21.78	\$ 27.22
	2.2	\$ 767.22	\$ 20.19	\$ 25.24		\$ 788.32	\$ 20.75	\$ 25.93		\$ 810.00	\$21.32	\$ 26.64		\$ 832.28	\$ 21.90	\$ 27.38
	2.3	\$ 771.65	\$ 20.31	\$ 25.38		\$ 792.87	\$ 20.87	\$ 26.08		\$ 814.67	\$21.44	\$ 26.80		\$ 837.08	\$ 22.03	\$ 27.54
	2.4	\$ 776.10	\$ 20.42	\$ 25.53		\$ 797.44	\$ 20.99	\$ 26.23		\$ 819.37	\$21.56	\$ 26.95		\$ 841.91	\$ 22.16	\$ 27.69
	2.5	\$ 780.58	\$ 20.54	\$ 25.68		\$ 802.05	\$ 21.11	\$ 26.38		\$ 824.10	\$21.69	\$ 27.11		\$ 846.77	\$ 22.28	\$ 27.85
	2.6	\$ 785.09	\$ 20.66	\$ 25.83		\$ 806.68	\$ 21.23	\$ 26.54		\$ 828.86	\$21.81	\$ 27.27		\$ 851.65	\$ 22.41	\$ 28.01
Aged care employee—level 3																
	3.1	\$ 789.62	\$ 20.78	\$ 25.97		\$ 811.33	\$ 21.35	\$ 26.69		\$ 833.65	\$21.94	\$ 27.42		\$ 856.57	\$ 22.54	\$ 28.18
	3.2	\$ 794.18	\$ 20.90	\$ 26.12		\$ 816.02	\$ 21.47	\$ 26.84		\$ 838.46	\$22.06	\$ 27.58		\$ 861.52	\$ 22.67	\$ 28.34
	3.3	\$ 798.77	\$ 21.02	\$ 26.28		\$ 820.73	\$ 21.60	\$ 27.00		\$ 843.30	\$22.19	\$ 27.74		\$ 866.49	\$ 22.80	\$ 28.50
	3.4	\$ 803.38	\$ 21.14	\$ 26.43		\$ 825.47	\$ 21.72	\$ 27.15		\$ 848.18	\$22.32	\$ 27.90		\$ 871.50	\$ 22.93	\$ 28.67
	3.5	\$ 808.02	\$ 21.26	\$ 26.58		\$ 830.24	\$ 21.85	\$ 27.31		\$ 853.08	\$22.45	\$ 28.06		\$ 876.54	\$ 23.07	\$ 28.83
	3.6	\$ 812.69	\$ 21.39	\$ 26.73		\$ 835.04	\$ 21.97	\$ 27.47		\$ 858.01	\$22.58	\$ 28.22		\$ 881.60	\$ 23.20	\$ 29.00
Aged care employee—level 4																
	4.1	\$ 817.39	\$ 21.51	\$ 26.89		\$ 839.87	\$ 22.10	\$ 27.63		\$ 862.97	\$22.71	\$ 28.39		\$ 886.70	\$ 23.33	\$ 29.17
	4.2	\$ 822.12	\$ 21.63	\$ 27.04		\$ 844.73	\$ 22.23	\$ 27.79		\$ 867.96	\$22.84	\$ 28.55		\$ 891.83	\$ 23.47	\$ 29.34
	4.3	\$ 826.87	\$ 21.76	\$ 27.20		\$ 849.61	\$ 22.36	\$ 27.95		\$ 872.98	\$22.97	\$ 28.72		\$ 896.98	\$ 23.60	\$ 29.51
	4.4	\$ 831.66	\$ 21.89	\$ 27.36		\$ 854.53	\$ 22.49	\$ 28.11		\$ 878.03	\$23.11	\$ 28.88		\$ 902.17	\$ 23.74	\$ 29.68
	4.5	\$ 836.47	\$ 22.01	\$ 27.52		\$ 859.47	\$ 22.62	\$ 28.27		\$ 883.11	\$23.24	\$ 29.05		\$ 907.39	\$ 23.88	\$ 29.85
	4.6	\$ 841.31	\$ 22.14	\$ 27.67		\$ 864.45	\$ 22.75	\$ 28.44		\$ 888.22	\$23.37	\$ 29.22		\$ 912.65	\$ 24.02	\$ 30.02
Aged care employee—level 5																
	5.1	\$ 853.49	\$ 22.46	\$ 28.08		\$ 876.96	\$ 23.08	\$ 28.85		\$ 901.07	\$23.71	\$ 29.64		\$ 925.85	\$ 24.36	\$ 30.46
	5.2	\$ 858.43	\$ 22.59	\$ 28.24		\$ 882.04	\$ 23.21	\$ 29.01		\$ 906.29	\$23.85	\$ 29.81		\$ 931.22	\$ 24.51	\$ 30.63
	5.3	\$ 863.40	\$ 22.72	\$ 28.40		\$ 887.15	\$ 23.35	\$ 29.18		\$ 911.54	\$23.99	\$ 29.98		\$ 936.61	\$ 24.65	\$ 30.81
	5.4	\$ 868.41	\$ 22.85	\$ 28.57		\$ 892.29	\$ 23.48	\$ 29.35		\$ 916.82	\$24.13	\$ 30.16		\$ 942.04	\$ 24.79	\$ 30.99
	5.5	\$ 873.44	\$ 22.99	\$ 28.73		\$ 897.46	\$ 23.62	\$ 29.52		\$ 922.14	\$24.27	\$ 30.33		\$ 947.50	\$ 24.93	\$ 31.17
	5.6	\$ 878.59	\$ 23.12	\$ 28.90		\$ 902.75	\$ 23.76	\$ 29.70		\$ 927.58	\$24.41	\$ 30.51		\$ 953.09	\$ 25.08	\$ 31.35
Aged care employee—level 6																
	6.1	\$ 891.77	\$ 23.47	\$ 29.33		\$ 916.30	\$ 24.11	\$ 30.14		\$ 941.49	\$24.78	\$ 30.97		\$ 967.38	\$ 25.46	\$ 31.82
	6.2	\$ 897.12	\$ 23.61	\$ 29.51		\$ 921.79	\$ 24.26	\$ 30.32		\$ 947.14	\$24.92	\$ 31.16		\$ 973.19	\$ 25.61	\$ 32.01
	6.3	\$ 902.51	\$ 23.75	\$ 29.69		\$ 927.32	\$ 24.40	\$ 30.50		\$ 952.83	\$25.07	\$ 31.34		\$ 979.03	\$ 25.76	\$ 32.20
	6.4	\$ 907.92	\$ 23.89	\$ 29.87		\$ 932.89	\$ 24.55	\$ 30.69		\$ 958.54	\$25.22	\$ 31.53		\$ 984.90	\$ 25.92	\$ 32.40
	6.5	\$ 913.37	\$ 24.04	\$ 30.04		\$ 938.49	\$ 24.70	\$ 30.87		\$ 964.29	\$25.38	\$ 31.72		\$ 990.81	\$ 26.07	\$ 32.59
	6.6	\$ 918.85	\$ 24.18	\$ 30.23		\$ 944.12	\$ 24.85	\$ 31.06		\$ 970.08	\$25.53	\$ 31.91		\$ 996.76	\$ 26.23	\$ 32.79
Aged care employee—level 7																
	7.1	\$ 932.63	\$ 24.54	\$ 30.68		\$ 958.28	\$ 25.22	\$ 31.52		\$ 984.63	\$25.91	\$ 32.39		\$ 1,011.71	\$ 26.62	\$ 33.28
	7.2	\$ 938.23	\$ 24.69	\$ 30.86		\$ 964.03	\$ 25.37	\$ 31.71		\$ 990.54	\$26.07	\$ 32.58		\$ 1,017.78	\$ 26.78	\$ 33.48
	7.3	\$ 943.86	\$ 24.84	\$ 31.05		\$ 969.81	\$ 25.52	\$ 31.90		\$ 996.48	\$26.22	\$ 32.78		\$ 1,023.88	\$ 26.94	\$ 33.68
	7.4	\$ 949.52	\$ 24.99	\$ 31.23		\$ 975.63	\$ 25.67	\$ 32.09		\$ 1,002.46	\$26.38	\$ 32.98		\$ 1,030.03	\$ 27.11	\$ 33.88
	7.5	\$ 955.22	\$ 25.14	\$ 31.42		\$ 981.48	\$ 25.83	\$ 32.29		\$ 1,008.48	\$26.54	\$ 33.17		\$ 1,036.21	\$ 27.27	\$ 34.09
	7.6	\$ 960.95	\$ 25.29	\$ 31.61		\$ 987.37	\$ 25.98	\$ 32.48		\$ 1,014.53	\$26.70	\$ 33.37		\$ 1,042.43	\$ 27.43	\$ 34.29

**Schedule B - Minimum wages - 40 hours per week divisor**



	1/04/2014			1/03/2015			1/02/2016			1/01/2017	
	Weekly	Hourly		Weekly	Hourly		Weekly	Hourly		Weekly	Hourly
Aged care employee-level 2 increment 2.6	\$ 785.08	\$ 19.63		\$ 806.67	\$ 20.17		\$ 828.86	\$ 20.72		\$ 851.65	\$ 21.29
Aged care employee-level 3 increment 3.6	\$ 812.69	\$ 20.32		\$ 835.04	\$ 20.88		\$ 858.01	\$ 21.45		\$ 881.60	\$ 22.04
Aged care employee-level 4 increment 4.1	\$ 817.39	\$ 20.43		\$ 839.87	\$ 21.00		\$ 862.97	\$ 21.57		\$ 886.70	\$ 22.17
Aged care employee-level 4 increment 4.2	\$ 822.12	\$ 20.55		\$ 844.73	\$ 21.12		\$ 867.96	\$ 21.70		\$ 891.83	\$ 22.30
Aged care employee-level 4 increment 4.3	\$ 826.87	\$ 20.67		\$ 849.61	\$ 21.24		\$ 872.98	\$ 21.82		\$ 896.98	\$ 22.42
Aged care employee-level 4 increment 4.4	\$ 831.66	\$ 20.79		\$ 854.53	\$ 21.36		\$ 878.03	\$ 21.95		\$ 902.17	\$ 22.55
Aged care employee-level 4 increment 4.5	\$ 836.47	\$ 20.91		\$ 859.47	\$ 21.49		\$ 883.11	\$ 22.08		\$ 907.39	\$ 22.68
Aged care employee-level 4 increment 4.6	\$ 841.31	\$ 21.03		\$ 864.45	\$ 21.61		\$ 888.22	\$ 22.21		\$ 912.65	\$ 22.82
Aged care employee-level 5 increment 5.1	\$ 853.48	\$ 21.34		\$ 876.95	\$ 21.92		\$ 901.07	\$ 22.53		\$ 925.85	\$ 23.15
Aged care employee-level 5 increment 5.2	\$ 858.44	\$ 21.46		\$ 882.04	\$ 22.05		\$ 906.30	\$ 22.66		\$ 931.22	\$ 23.28
Aged care employee-level 5 increment 5.3	\$ 863.40	\$ 21.58		\$ 887.14	\$ 22.18		\$ 911.54	\$ 22.79		\$ 936.61	\$ 23.42
Aged care employee-level 5 increment 5.4	\$ 868.40	\$ 21.71		\$ 892.28	\$ 22.31		\$ 916.82	\$ 22.92		\$ 942.03	\$ 23.55
Aged care employee-level 5 increment 5.5	\$ 873.44	\$ 21.84		\$ 897.46	\$ 22.44		\$ 922.14	\$ 23.05		\$ 947.49	\$ 23.69
Aged care employee-level 5 increment 5.6	\$ 878.59	\$ 21.96		\$ 902.76	\$ 22.57		\$ 927.58	\$ 23.19		\$ 953.09	\$ 23.83
Aged care employee-level 7 increment 7.1	\$ 932.63	\$ 23.32		\$ 958.28	\$ 23.96		\$ 984.63	\$ 24.62		\$ 1,011.71	\$ 25.29
Aged care employee-level 7 increment 7.2	\$ 938.23	\$ 23.46		\$ 964.03	\$ 24.10		\$ 990.54	\$ 24.76		\$ 1,017.78	\$ 25.44
Aged care employee-level 7 increment 7.3	\$ 943.85	\$ 23.60		\$ 969.81	\$ 24.25		\$ 996.48	\$ 24.91		\$ 1,023.88	\$ 25.60
Aged care employee-level 7 increment 7.4	\$ 949.52	\$ 23.74		\$ 975.63	\$ 24.39		\$ 1,002.46	\$ 25.06		\$ 1,030.03	\$ 25.75
Aged care employee-level 7 increment 7.5	\$ 955.22	\$ 23.88		\$ 981.48	\$ 24.54		\$ 1,008.47	\$ 25.21		\$ 1,036.21	\$ 25.91
Aged care employee-level 7 increment 7.6	\$ 960.95	\$ 24.02		\$ 987.37	\$ 24.68		\$ 1,014.53	\$ 25.36		\$ 1,042.43	\$ 26.06
Enrolled Nurse Medication pay point 3	\$ 977.14	\$ 24.43		\$ 1,004.01	\$ 25.10		\$ 1,031.62	\$ 25.79		\$ 1,059.99	\$ 26.50
Enrolled Nurse Medication pay point 4	\$ 993.92	\$ 24.85		\$ 1,021.25	\$ 25.53		\$ 1,049.34	\$ 26.23		\$ 1,078.20	\$ 26.95
Enrolled Nurse Medication pay point 5	\$ 1,009.77	\$ 25.24		\$ 1,037.53	\$ 25.94		\$ 1,066.07	\$ 26.65		\$ 1,095.38	\$ 27.38
Health Professional-level 3 increment 3.5	\$ 1,572.89	\$ 39.32		\$ 1,616.15	\$ 40.40		\$ 1,660.59	\$ 41.51		\$ 1,706.26	\$ 42.66

These adjusted ordinary rates of pay are applicable only to those employees to whom Schedule C, Item D Savings provision – Accrued days off (ADOs) apply



**Schedule C – Savings provisions,**

**A. Savings provisions – Provisions in the LSAC EA 2010 carried forward into this Agreement - Shift work and Saturday and Sunday work**

1. Employees covered by the LSAC EA 2010 employed in LSAC's Home in Victoria and who regularly worked on a Saturday or a Sunday prior to the commencement of the LSAC EA 2010, shall have the combined value of the shift allowance and weekend penalty rate paid immediately prior to the commencement of the LSAC EA 2010 preserved until such time as the operation of sub-clauses 25.1 and 25.2, whichever is applicable, provides a higher value payment for work performed on the equivalent weekend shift under this Agreement.
2. Employees covered by the LSAC EA 2010 employed in LSAC's Home in Victoria prior to the commencement of the LSAC EA 2010 and who regularly worked shift work, shall have the value of the shift allowance paid immediately prior to the commencement of the LSAC EA 2010 preserved until such time as the operation of sub-clause 28.1 provides a higher value payment for work performed on an equivalent shift under this Agreement.

**B. Savings provision – Provision in the LSAC EA 2010 carried forward into this Agreement- Personal leave**

1. The entitlement of an employee covered by the LSAC EA 2010, employed at the employer's Victorian Home prior to the commencement of the LSAC EA 2010, to personal leave shall be as provided for in the St Joseph's Aged Nursing Home and Hostel ANF and HSU Collective Agreement 2006-2008.

**C. Savings provision – Provision in the LSAC EA 2010 carried forward into this Agreement – Long service leave**

1. The entitlement of an employee covered by the LSAC EA 2010, employed at the employer's Home in NSW prior to the commencement of the LSAC EA 2010, to long service leave shall be as provided for in the relevant notional agreement preserving a State Award (NAPSA) that would have applied to the employee immediately prior to 1 August 2008, unless and until he or she elects in writing to the entitlement set out in sub-clause 35.1. The relevant NAPSA for the purpose of this clause is either the Nursing Homes and Nurses (State) Award or the Charitable, Aged and Disability Care Services (State) Award depending on the classification of the employee).
2. Accruals of long service leave arising from sub-clause 35.1 will apply from the date of election.

**D. Savings provision – Provision in the LSAC EA 2011 carried forward into this Agreement - Accrued days off (ADOs)**

1. This provision shall apply to full and part-time employees covered by the LSAC EA 2011 employed in LSAC's Home immediately prior to the commencement of the LSAC EA 2011 and who were entitled to ADOs in accordance with the LSAC Enrolled Nurses, Carers and Domestic Workers Collective Workplace Agreement 2008 and the LSAC Hospital Salaried Officers Collective Agreement 2009 unless and until the employee elects in writing to have the provision of sub-clause 24.1(c) apply.



2. The time off shall accrue at the rate of 3 minutes for each ordinary hour worked, to a maximum of 12 days a year.
3. Employees accruing ADOs shall be paid at the employee's adjusted ordinary hourly rate of pay for each ordinary hour worked and during any period of paid leave under this Agreement except Long service leave and beyond the first calendar month of Accident pay.
4. Employees accruing ADOs shall be paid at the employee's adjusted ordinary hourly rate of pay for each ordinary hour worked applying at the time the ADO accrued.
5. ADOs shall be taken:
  - (a) At a time or times agreed between the employer and an employee or in accordance with sub-clause (b).
  - (b) An employee shall give at least four (4) weeks' notice in writing of his/her intent to take an accrued day off, or such shorter notice agreed to by the employer.
6. The employee is able to accrue five (5) days of ADOs to be taken at his/her discretion and subject to the approval of the employer, either in periods of one day or less or in conjunction with a period of annual leave.
7. ADOs other than the proportion provided for in clause 5. may at the employer's discretion:
  - (a) be rostered by the employer with 48 hours notice, to be taken as single day absences in the month following the accrual, wherever possible. ADOs may be taken in periods of less than one (1) day where agreed to by the employer and the employee; or
  - (b) at the conclusion of the first pay period in June of each calendar year, any ADOs accrued in excess of five (5) days shall be paid out to the employee.
8. Cashing in and payment on termination
  - (a) An employee may at any time, by written agreement with the employer, be paid for any or all of the accrued time off standing to the employee's credit in lieu of taking the time off.
  - (b) An employee shall be paid for any untaken accrued time off on termination of employment.
9. Transfer of Business
  - (a) Where a business has been transferred from one employer to another and the employee's service has been continuous service, the accrued time off standing to the credit of the employee at the date of transfer from service with the old employer shall stand to the credit of the employee at the commencement of service with the new employer and may be claimed in accordance with the provisions of this clause.
  - (b) This clause shall apply to part-time employees in the same proportion as the hours normally worked bear to a full-time employee.



**E Savings provision – Provision in the LSAC EA 2011 carried forward into this Agreement - Annual leave and Public holidays**

1. The provision of this part applies to full and part-time employees covered by the LSAC EA 2011 employed in LSAC's Home in Western Australia immediately prior to the commencement of the LSAC EA 2011 in lieu of sub-clause 30.2, 31 and 32.5 until the employee elects in writing to have the provisions of sub-clauses 30.2, 31 and 32.5, taken as a whole, apply.
2. In addition to the annual leave provisions provided for in the NES, the employee shall be entitled to an additional two weeks annual leave in lieu of Public holidays. Annual leave will accrue hourly in respect of all ordinary hours worked.
3. An employee who, prior to the approval of the LSAC EA 2011 Agreement, was subject to the LSAC Registered Nurses Collective Workplace Agreement 2008, who is required to work ordinary hours of duty in accordance with a roster where the employee is regularly rostered over seven days of the week, and is required to work and regularly works on every day of the week, including public holidays and Sundays (other than where the employee indicates his/her availability for certain shifts only, and his/her availability is restricted and does not extend over seven days of the week) and who performs duty on seven or more Sundays in any qualifying year shall be granted additional leave at the following rate;-

Number of Sundays worked	Additional annual leave
7 to 13	1 day
14 to 20	2 days
21 to 27	3 days
28 to 30	4 days
31 or more	5 days

4. An employee who, prior to the approval of the LSAC EA 2011, was subject to the LSAC Enrolled Nurses, Carers and Domestic Collective Workplace Agreement 2008 and who in each roster rotates afternoon and/or night shift with day shift shall be granted an additional week's annual leave. Provided that for an employee whose shifts are subject to irregular rotation only, one day's additional leave shall be accrued for each thirty (30) afternoon or night shifts worked to a maximum of five (5) annual leave days each twelve (12) months. An employee who does not rotate afternoon and/or night shift but who is rostered to work permanent afternoon and/or night shift shall also be entitled to an additional week's annual leave.
5. Where an employee, who immediately prior to the approval of the LSAC EA 2011 was subject to the LSAC Registered Nurses Collective Workplace Agreement 2008 and the LSAC Hospital Salaried Officers Collective Agreement 2009, is rostered to work ordinary hours on a public holiday, the employee shall be entitled to ordinary rates of pay and an additional loading of 150% for the actual time worked. Such payment shall be instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been on a public holiday.
6. Where an employee, who immediately prior to the approval of the LSAC EA 2011 was subject to the LSAC Enrolled Nurses, Carers and Domestic Collective Workplace Agreement 2008, is rostered to work ordinary hours on a public holiday, the employee shall be entitled to ordinary rates of pay and an additional loading of 50% for the actual time worked. Such payment shall be





instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been on a public holiday.

7. An employee may be required to work on a Public holiday.
8. Where the employee is rostered to work ordinary hours on a public holiday and does not work on that day, the employee's entitlement to additional annual leave in lieu of Public holidays shall be reduced accordingly.

**F. Savings provision 2014 Agreement – Saturday and Sunday work**

1. Full and part-time ACE classified employees covered by the LSAC EA 2010 employed in LSAC's Home in Victoria immediately prior to the commencement of the LSAC EA 2014 whose ordinary working hours include work on a Saturday and/or Sunday will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be cumulative upon the shift premiums prescribed in clause 28 — Shiftwork, and not in substitution for, as provided for in sub-clause 25.1



**Schedule D - Translation table and arrangements**

1. Employees classified at the RN1 level shall translate into the new RN1 structure at the date of approval of this Agreement as follows:

Existing classification and increment level	New classification and increment level
Registered Nurse level 1.1	Registered Nurse level 1.4
Registered Nurse level 1.2	Registered Nurse level 1.4
Registered Nurse level 1.3	Registered Nurse level 1.4

2. All other employees classified as RNs shall translate point to point at the date of approval of this Agreement, eg an employee classified as an RN level 2 at increment level 4 shall translate into the new structure at RN level 2 increment level 4.



Little Sisters of the Poor Aged Care Limited (LSAC) Enterprise Agreement 2014

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**Signatures**

**SIGNED** for and on behalf of: }  
Little Sisters of the Poor Aged Care Limited }

*A.M. Kilmartin*

Name

Sister Ann Marie Kilmartin

Authority

Director

Address

70 Market St Randwick NSW 2031

Date 17/06/2014

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

A handwritten signature in black ink, appearing to read 'Gerard Hayes', written over a horizontal dotted line.

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

A handwritten signature in black ink, appearing to read 'D.W. Lipman', written over a horizontal dotted line.  
WITNESS

D.W. Lipman JP  
(129311 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.*



**SIGNED** for and on behalf of: }

The Health Services Union }  
Victoria  
No 1 Branch

Name

David Eden

Title

President

Address

208 - 212 Park Street

South Melbourne VIC 3205

Date 17<sup>th</sup> June 2014



**SIGNED** for and on behalf of:  
Australian Nursing and Midwifery  
Federation

}  
}

Name  
Title  
Address

Nick Blake  
Senior Federal Industrial Officer  
Level 1, 365 Queen Street  
Melbourne VIC 3000 Australia  
23 June 2014



**SIGNED** for and on behalf of:  
Australian Nursing and Midwifery  
Federation Victorian Branch

Name

Title

Address

} Lisa Fitzpatrick  
Branch Secretary

540 Elizabeth Street, Melbourne Victoria 3000

Date 17 June 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.*





Little Sisters of the Poor Aged Care Limited (LSAC) Enterprise Agreement 2014

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**SIGNED** for and on behalf of:  
Australian Nursing and Midwifery  
Federation Western Australian Branch

Name  
Title  
Address

*Mark Olson*  
*Secretary*

260 Pier St Perth WA 6000

Date *17/6/14*



Little Sisters of the Poor Aged Care Limited (LSAC) Enterprise Agreement 2014

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**SIGNED** for and on behalf of:

United Voice WA

} *Carolyn Smith*  
}

Name

Carolyn Smith

Authority

Secretary

Address

54 Cheriton St, Perth WA 6000

Date