



## DECISION

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

**Mayo Home Nursing Service**  
(AG2016/4424)

### **MAYO HOME NURSING SERVICE AND HUNTER NURSING NURSES AND SUPPORT SERVICES ENTERPRISE AGREEMENT 2016**

Social, community, home care and disability services

COMMISSIONER SAUNDERS

NEWCASTLE, 4 OCTOBER 2016

*Application for approval of the Mayo Home Nursing Service and Hunter Nursing Nurses and Support Services Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *Mayo Home Nursing Service and Hunter Nursing Nurses and Support Services Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Mayo Home Nursing Service. The Agreement is a single enterprise agreement.

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

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

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

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

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

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 11 October 2016. The nominal expiry date of the Agreement is 30 September 2018.



COMMISSIONER

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Annexure A

**FAIR WORK COMMISSION**

**MATTER NO: AG2016/4424**

**UNDERTAKINGS**

1. The subclause reference at Clause 27(i)(a), which refers to subclause 26(xi), is amended and replaced with subclause 27(xi).
2. For clarity, the rates of pay set out at Appendix 1 of the Agreement, are payable from the first full pay period on or after (FFPPOA) the first day of the month and year set out in the tables at Appendix 1.
3. The rates of pay for 'MHNS', as set out at Appendix 1 of the Agreement, for the Care Coordinator (Degree) classification will be replaced with the following:

FFPPOA 1 July 2017 - \$41.47

FFPPOA 1 July 2018 - \$43.54

4. In lieu of the arrangements for additional leave set out at Clause 27(xi), which defines 'shiftworker' for the purposes of additional annual leave prescribed under the NES, the following definition will apply for employees employed in the General Services Officer classification listed in the Agreement:

*"For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions."*



Sue Elmslie  
National HR Manager

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

MAYO HOME NURSING SERVICE AND HUNTER  
NURSING

NURSES  
and  
SUPPORT SERVICES

ENTERPRISE AGREEMENT

2016

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## ENTERPRISE AGREEMENT

### 1. ARRANGEMENT

The Agreement is arranged as follows:

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**2. NAME OF THE AGREEMENT**

This Agreement shall be called *Mayo Home Nursing Service and Hunter Nursing Nurses and Support Services Enterprise Agreement 2016* ('the Agreement').

**3. COVERAGE**

The Agreement covers:

- (i) Mayo Home Nursing Service (ABN: 41 001 346 952); and
- (ii) Hunter Nursing (ABN 83 135 115 837);
- (iii) Employees employed by Mayo Home Nursing Service and Hunter Nursing in classifications listed in Appendix 3 Classifications; and
- (iv) the New South Wales Nurses and Midwives' Association (NSWNMA), the Australian Nursing and Midwifery Federation New South Wales Branch (ANMF – NSW Branch and the Health Services Union NSW (HSU NSW).

**4. DATE AND PERIOD OF OPERATION**

- (i) This Agreement shall commence operation from the 7<sup>th</sup> day after the agreement is approved by the Fair Work Commission ('FWC') and will remain in place until 30 September 2018 or thereafter in accordance with the *Fair Work Act 2009*.
- (ii) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.
- (iii) This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Appendix 3 Classifications employed by the Employer.

**5. POSTING OF THE AGREEMENT**

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all employees.

**6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS**

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than

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those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

## 7. DEFINITIONS

- (i) Unless the context otherwise indicates or requires the several expressions hereunder defined shall have the respective meanings:

"Act" shall mean the Fair Work Act 2009 as varied from time to time.

"Board" means the Nursing and Midwifery Board of Australia.

"AHPRA" means the Australian Health Practitioner Regulation Agency.

"Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am otherwise than as part of the shift system.

"Experience" in relation to an enrolled nurse, or assistant in nursing/ midwifery, means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing/ midwifery who was formerly a student nurse includes experience as such student nurse.

"Homecare Services" means community care services provided by the Employer.

"Ordinary pay" of an employee includes in addition to the basic periodic rate of pay and any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

"Service" for the purpose of Clause 15, Recognition of Service and Experience, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, provided that all service recognised prior to the commencement of this Agreement shall continue to be recognised.

To the foregoing shall be added any actual periods on and from January 1971 during which a registered nurse undertook a post-basic course whilst an employee of and rendering service in an institution or hospital and such course is recognised by the Board or acceptable to the Health Administration Corporation of New South Wales, or is one of the following certificate or diploma courses: Associate Diploma in Community Health - College of Nursing, Australia; NSW College of Nursing. Associate Diploma in Nursing Administration - College of Nursing, Australia; NSW College of Nursing. Associate Diploma in Nursing Education - College of Nursing, Australia; NSW

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College of Nursing; Newcastle College of Advanced Education. Certificate in Ward Management - NSW College of Nursing. Provided that no more than three such courses shall count as service.

A reference to the New South Wales College of Nursing in this Agreement shall be deemed to be a reference also to the School of Nursing Studies, Cumberland College of Health Sciences.

**"Year of service"** For the purpose of determining the year of service for part time or casual employment a year of service shall be 1976 hours of employment. Only paid leave shall be counted as service.

**"Shift Worker"** means a worker who is not a day worker as defined.

**"Immediate family"** of an employee means:

- (1) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (2) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
- (3) spouse includes a former spouse.
- (4) de facto partner of an employee:
  - (A) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
  - (B) includes a former de facto partner of the employee.

## **8. CONSULTATION REGARDING CHANGE**

- (i) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (ii) The employer must consult the employees to whom the Agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the employee/s; or



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- (ii) a change to their regular roster or ordinary hours of work.
- (iii) The relevant employees may appoint a representative, which may be an NSWNMA or HSU representative, for the purposes of the procedures in this term. If a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (iv) As soon as practicable after making its decision, the employer must discuss with the relevant employees:
- (a) the introduction of the change; and
  - (b) the effect the change is likely to have on the employees; and
  - (c) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (v) For the purposes of the discussion — provide, in writing, to the relevant employees all relevant information about the change including the nature of the change proposed; and information about the expected effects of the change on the employees; and any other matters likely to affect the employees.
- (vi) Subject to (iv) and (v), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
- (1) to provide information to the employee/s about the change; and
  - (2) to invite the employee/s to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (3) to consider any views given by the employee/s about the impact of the change.
- (vii) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees, the disclosure of which would adversely affect the employer.
- (viii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (ix) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (ii) and (iii) are taken not to apply.
- (x) In this term, a major change is *likely to have a significant effect on employees* if it results in the termination of the employment of employees; or major
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change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.

- (x) In this term, *relevant employees* means the employees who may be affected by the major change.

## 9. DISPUTE RESOLUTION PROCEDURE

- (i) In the event of a dispute in relation to a matter arising under this agreement or the National Employment Standards ('NES'), in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- (ii) A party to the dispute may appoint another person, organisation or association, which may be the NSWNMA or HSU, to accompany or represent them in relation to the dispute.
- (iii) If a dispute in relation to a matter arising under the agreement or the NES is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission (FWC) for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- (iv) It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue according to the custom and practice before the grievance arose unless an employee has a reasonable concern about an imminent risk to his or her health or safety.
- (v) If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- (vi) The above steps shall take place within seven days (health and safety matters are exempt from this clause).
- (vii) For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

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## 10. WAGES

- (i) The minimum salaries per week shall be as set out in Appendix 1 Wages.
- (ii) The allowances shall be as set out at Appendix 2 Allowances.
- (iii)
  - (a) An Enrolled Nurse graduating as a Registered Nurse shall commence on the 2<sup>nd</sup> Year pay point of the Registered Nurse pay scale.
  - (b) An Enrolled Nurse with a Diploma level qualification shall commence on the 2<sup>nd</sup> Year pay point of the Enrolled Nurse (EEN) pay scale.
  - (c) An Enrolled Nurse who upgrades their enrolment qualifications to Diploma level shall automatically advance one increment within their relevant classification.
- (iv) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- (v) **Payment of Wages** will be by electronic transfer into the employee's nominated financial institution account at the end of each fortnightly pay period, along with hard copy pay advice slips. Wherever practicable such payment shall be available for withdrawal by employees on the designated pay day. Any other form of payment will be at the discretion of the employer by agreement with the employee.
- (vi) If a public holiday falls on a normal payroll processing day, the employer shall make payment on the working day proceeding the public holiday.

## 11. SUPERANNUATION

### (i) Definitions

- (a) "Approved fund" means the:
  - (1) Health Employees' Superannuation Trust Australia (HESTA); or
  - (2) Prime Super
- (b) "Complying regulated fund" means a superannuation fund that is regulated under the Superannuation Industry (Supervision) Act 1993

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and has been issued with a Certificate of Compliance by the Australian Prudential Regulation Authority.

(c) "Ordinary-time earnings" means remuneration for an employee's weekly number of hours of work, excluding overtime hours, calculated at the ordinary-time rate of pay, including the following:

- (1) Monday to Friday shift premiums for ordinary hours of work;
- (2) Weekend shift premiums for ordinary hours of work;
- (3) Public holiday loadings;
- (4) Any percentage addition payable to casual employees for ordinary hours of work;
- (5) Ordinary time allowances (not including expense related allowances);
- (6) Payments made above the base rate for ordinary hours of work.

(d) "Qualified employee" means:

- (1) a full-time or part-time employee who has completed at least four weeks service in the industry of nursing. Provided that once this period has elapsed, payments shall be made for the entire period of service with the employer;
- (2) a casual employee who has earned in excess of \$2,000.00 ordinary-time earnings during their employment with an employer in the course of any one year (1 July to 30 June). Provided further that any casual employee who is deemed to be a qualified employee prior to 8 July 1997 will continue to be qualified.

(ii) **Superannuation Legislation**

The subject of superannuation is dealt with extensively by federal legislation including the Superannuation Guarantee (Administration) Act 1992, The Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993, and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, shall govern the superannuation rights and obligations of the parties.

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(iii) **Contributions**

- (a) For qualified employees the employer shall, in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted in accordance with legislative obligations.
- (b) An employee may nominate one complying fund to which all Agreement and statutory superannuation contributions shall be paid, subject to employer approval of the fund nominated by the employee. Provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of the agreement.
- (c) Where no such nomination is made before any such contributions become payable, the contributions referred to in this clause will be paid to HESTA (Default fund). The default fund offers a MySuper product.

(iv) **Salary Sacrifice to Superannuation**

- (a) Salary Sacrifice to Superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars) under the Agreement. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (b) Salary sacrifice to superannuation shall be offered to employees by mutual agreement between the employee and employer.
- (c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (d) One change of a sacrificed amount will be permitted in an employee's anniversary year, which is 12 months from the date of commencement of employment, without incurring an administration charge (\$50). Changing from full-time to part-time or part-time to full-time employment will not be classified as a change for administration charge purposes.
- (e) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.

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- (f) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
  - (g) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post salary sacrificed amount.
  - (h) Salary sacrifice arrangements can be cancelled by either the employer or employee at any time provided either party gives one month's notice. The employer has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
  - (i) Contributions payable by the employer in relation to the Superannuation Guarantee Legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
  - (j) Employers will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
  - (k) The employee shall have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's SGC contributions.
  - (l) Nothing in this clause shall affect the right of an employer to maintain alternate arrangements with respect to salary sacrifice for employees.

(v) **Grievance Procedure**

Refer to Clause 9, Dispute Resolution Procedure contained in this Agreement.

**12. HOURS OF WORK AND FREE TIME OF EMPLOYEES**

- (i) The ordinary hours of work for day workers, exclusive of meal times, shall be 152 hours per 28 calendar days to be worked Monday to Friday inclusive and to commence on such days at or after 6.00 am and before 10.00 am.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of 38 hours per week in each roster cycle.

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(iii) The hours of work prescribed in subclauses (i) and (ii) may be arranged as follows:

- (a) in shifts of less than 8 hours each over 20 days in each cycle of 28 days; or
- (b) the 38 hours per week may be arranged in order that an employee shall not be required to work his/her ordinary hours in more than 5 days in one week or 10 days in a fortnight.
- (c) Hunter employees only, who on or before the date this Agreement comes into operation have their full time hours arranged so that in each roster cycle of 28 calendar days the employee shall not work their ordinary hours or work on more than nineteen days in the cycle (accrue an additional day off (ADO), shall continue to have their full time hours rostered in accordance with subclause (c) unless the Employer and employee agree to vary the arrangement.

Therefore, the ADO provisions set out under this Agreement shall only apply to employees employed and rostered in accordance with subclause (iii)(c)(1) of this clause.

(iv) Except where authorised by subclause (xii) of this clause, each shift shall consist of no more than 10 hours on a day shift (excepting employees classified under Appendix 3 as "Administrative staff" where such shift shall consist of no more than 8 hours on a day shift) or 11 hours on a night shift, or 12 hours where the employee is engaged to work 12 hour shifts in accordance with subclause (xi) of this Clause, with not less than 8 hours break between each rostered shift, unless agreed otherwise between an employee and local management. An employee shall not work more than 7 consecutive shifts unless the employee so requests and the Manager agrees. An employee shall not work more than two (2) quick shifts in any period of 7 days.

A quick shift is an evening shift which is followed by a morning shift.

(v) The employer is to decide when employees take their additional days off duty prescribed by subclause (iii)(c) of this clause (as a consequence of the implementation of the 38 hour week). Where necessary the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xii) of this clause.

(a) Once set, the additional days off may not be changed except in accordance with the provisions of Clause 14, Rosters.

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- (b) Where the employer's decision (in accordance with subclause (v) of this clause) is that an employee's additional days off be accumulated, no more than 6 days may be accumulated in any one year of employment. By mutual agreement this may be extended to no more than 12 days at any one time.
  - (vi) Except for breaks for meals or broken shifts the hours of duty each day shall be continuous.
  - (vii)
    - (a) Each employee shall be allowed a break of not less than thirty minutes and not more than sixty minutes for each meal occurring on duty.
    - (b) Where practicable, employees shall not be required to work more than 5 hours without a meal break. Provided that where practicable an employee engaged to work for 5 hours or less in any one shift may elect not to take a meal break as otherwise provided for by this subclause without penalty to the employer. The term 'where practicable' encompasses regard being paid to the service requirements of the employer.
  - (viii) Two separate ten-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6, 8, 10 or 12 hours as the case may be. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval, or by one 10-minute interval with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
  - (ix) Subclauses (vii) and (viii) of this clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 pm and 11.00 pm and who is allowed two intervals of twenty minutes each during the period of night duty but such intervals shall count as working time and shall be paid for as such.
  - (x) Each employee shall be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each twenty-eight (28) day cycle (Rostered Day Off) and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable such rostered days off shall be consecutive, unless agreed otherwise.
  - (xi) The following criteria shall apply to the introduction of 12 hour shifts:
    - (a) the span of hours must not exceed 12.5 hours;



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- (b) there must be a minimum break of 11.5 hours rostered between each 12 hour shift;
  - (f) employees must be allowed either two 30 minutes or one 60 minutes meal break. In addition to the meal breaks employees must be allowed either two 10 minute or one 20 minute paid tea break;

(xii) **Broken Shifts**

- (a) A "broken shift" for the purposes of this subclause means a single shift worked by an employee that includes one break in excess of 60 minutes, where the time between the commencement and termination of the broken shift shall be 12 hours and by mutual agreement up to 14 hours.
- (b) An employee must receive a minimum break of 8 hours between broken shifts rostered on successive days.
- (c) Where broken shifts are worked, employees shall receive the per shift allowance set out at Item 1 in Appendix 2.
- (d) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 18 Penalty Rates for Shiftwork and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (e) All work performed beyond the maximum span of 14 hours for a broken shift will be paid at double ordinary pay.

(xiii) **Community Care - 24 hour care**

- (a) An employee who is required to work a 24 hour shift is entitled to the amount set out at Item 2 in Appendix 2 for each 24 hour shift. This rate takes into account all incidents of employment inherent in the work and conditions of an employee working a 24 hour shift, including but not limited to, the requirement to reside at a client's home and to be available to perform work at all times of the day as the client's needs require.
- (b) The following clauses will not apply to an Employee working a 24 hour shift:
  - Hours of Work;
  - Casual loading;
  - Overtime;
  - Shift penalties
  - Allowances
  - Public Holidays

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- (c) A 24 hour shift requires an employee to be available for duty in a client's home for a 24 hour period. During this period the Employee is required to provide the client with the services specified in the care plan.
  - (d) An employee would normally have the opportunity to sleep during a 24 hour care shift. Where possible, a private room and bed should be provided.
  - (e) The minimum payment for work performed under this subclause is one day.

(xiv) **Community Care – Excursions**

Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (a) Monday to Friday excursions
  - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
  - (ii) The employer and employee may agree to accrual of time instead of overtime payment for all other hours.
  - (iii) Payment of overnight care allowance in accordance with the subclause (xv).
- (b) Weekend excursions

Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

(xv) **Community care - Overnight Care**

- (a) An employee who is required to work an overnight care shift is entitled to the allowance as set out at Item 3 in Appendix 2 per shift. For casual employees the allowance is paid in lieu of and not in addition to their casual loading.
- (b) An overnight care shift requires an employee to be available for duty in a client's home overnight.
- (c) An employee would normally have the opportunity to sleep during an overnight care shift. Where possible a private room and bed should be provided.
- (d) The maximum length of an overnight shift will be 10 hours. The span may be extended to a maximum of 12 hours by agreement between the Employer and the employee.
- (e) During this period the employee may be required to provide a maximum of 3 hours of services to the client.

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- (f) If the employee arrives at the client's home and believes that more than 3 hours of services may be needed to be provided during the shift, the employee will immediately advise their respective manager. If the manager obtains the permission of the client to perform the additional services the employee will be paid the applicable rate of pay taking into account the hours the employee has worked, and the shift penalty and overtime provisions in this Agreement.
  - (g) If the employee is required to work more than 3 hours during the course of an overnight care shift and the employee could not reasonably have assessed that the client would need additional care at the start of the shift, the employee will be paid the applicable rate of pay taking into account the hours the employee has worked, and the shift penalty and overtime provisions in this Agreement.
  - (h) An overnight care shift may be worked between the hours of 7.30pm and 8.30am hours.
  - (i) There is nothing in this clause that would prevent an employee from working a shift either immediately prior, or immediately following, an overnight care shift.

### 13. BANKING OF HOURS

- (i) A full time or part time employee may, by agreement with their Manager:
  - (a) work less than their daily, weekly or fortnightly rostered or contracted hours and work those hours at a later date; or
  - (b) work more than their daily, weekly or fortnightly rostered or contracted hours and take time off in lieu of payment, or may set off the additional hours worked against any owing under (i) above.
- (ii) An employee who works less than their rostered or contracted hours shall be paid as if those hours had been worked during the relevant period, including payment for any weekend or shift penalties that would otherwise have been due for the time not worked.
- (iii) An employee who works more than their rostered or contracted hours shall not receive payment for any weekend or shift penalties that would otherwise have been due for that extra time worked.
- (iv) Time debited or credited under these arrangements shall all be at ordinary time, i.e. an hour for an hour.
- (v) An employee may not have more than 76 hours in debit or credit at any point in time.
- (vii) The Employer must keep detailed records of all hours credited and debited to employees under these arrangements.

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- (viii) On termination of employment the employer must pay the employee for all hours in credit and may deduct from termination pay the value of any hours in debit.
  - (ix) Either party shall have the right to terminate an agreement under this clause with two weeks' notice.

#### 14. ROSTERS

- (i) The Employer shall display on a roster, in a place conveniently accessible to employees:
  - (a) the ordinary hours of work for each employee;
  - (b) each overnight care shift, 24 hour shift and excursions; and
  - (c) ADO's where applicable.
- (ii) The roster and changes to the roster may be conveyed to employees by alternate means such as telephone communication, direct contact, mail, email, facsimile or displayed in the Client Management System (ComCare).
- (iii) Subclause (i) shall not make it obligatory for the Employer to display any roster of ordinary hours of work for casual or relieving staff.
- (iv) A roster may be altered at any time so as to enable the service of the Employer to be carried on where another employee is absent from duty on account of illness or emergency. Where such alteration involves an employee working on a day which would have been his or her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.
- (v) Subclause (iv) shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four clear rostered days off in that fortnight, as the case may be.
- (vi) Client Cancellation
  - (a) Where a client cancels for reasons other than those outlined in subclause (vi)(b), permanent employees shall be entitled to receive payment for their guaranteed minimum number of hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients.

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- (b) Where the Employer is unable to meet the guaranteed minimum number of hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
- (1) Work shall be re-allocated from casual employees to the permanent employee; or
  - (2) Hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
  - (3) Where the employee agrees, the employee may have access to annual or long service leave; or
  - (4) When the employer has exhausted the options (1) to (3) above, the employee may be stood down by the employer when there is a stoppage of work for any cause for which the Employer cannot reasonably be held responsible in accordance with s.524 of the Fair Work Act 2009.
  - (5) Nothing in this clause shall prohibit the employee and employer reaching agreement as to a period of authorised unpaid leave.

#### 15. RECOGNITION OF SERVICE AND EXPERIENCE

- (i) The employer shall notify each nurse in writing of the requirements of this clause at the time of the nurse's commencement of employment. If the employer does not so notify the nurse then the requirements of this clause shall not commence until the employer does so notify the nurse.
- (ii) From the time of commencement of employment the nurse has three months in which to provide documentary evidence to their employer detailing any other 'service' or 'experience', as defined in Clause 7, Definitions, not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence may take the form of a statutory declaration.
- (iii) Until such time as the nurse furnishes any such documentation contemplated in (ii) above the employer shall pay the nurse at the level for which documentary evidence has been provided.
- (iv) If within three months of commencing employment a nurse does provide documentary evidence of other previous service or experience not disclosed at the time of commencement, the employer shall pay the nurse at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (v) If a nurse provides documentary evidence of other previous service or experience not disclosed at the time of commencement after the said three months period, the nurse shall be paid a rate appropriate for the previous

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service or experience then proved but only from the date of providing that evidence to the employer.

- (vi) A nurse who is working as a nurse for more than one organisation shall notify each employer under this Agreement within one month of the end of each quarter of their hours of service or experience, as appropriate, worked with those other employers in the last quarter.
- (vii) A nurse who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide documentary evidence of that entitlement within three months of that entitlement arising. If that proof is so provided the nurse shall be paid at the higher rate as and from the particular date. If the documentary evidence is provided outside that three month period the nurse shall be paid at the higher rate only from the date of proof.

#### 16. TELEPHONE ON CALL

- (i) Where an employee agrees to remain on-call after hours on weekends and or public holidays to receive or make phone calls shall receive the applicable telephone on-call allowance as follows:
  - (a) An employee will be paid a telephone on-call allowance as follows:
    - (1) Monday to Thursday (evening/ night – 14 hour periods): as per Item 4 in Appendix 2 per hour;
    - (2) Friday (evening/ night – 14 hour period): as per Item 5 in Appendix 2 per hour;
    - (3) Saturday/ Sunday - 8am to 4pm (inclusive): as per Item 6 in Appendix 2 per hour;
    - (4) Saturday/ Sunday – after 4pm and before 8am: as per Item 6A in Appendix 2 per hour;
    - (5) Public Holidays - 8am to 4pm (inclusive): as per Item 7 in Appendix 2 per hour;
    - (6) Public Holidays - after 4pm and before 8am: as per Item 7A in Appendix 2 per hour;

It is not expected that the employee will be required to attend site.

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## 17. CONTINUING EDUCATION ALLOWANCE

- (i) An employee employed in the classification of Registered Nurse (years 1 to 8), Clinical Nurse Specialist (who satisfies the employer that she/he is engaged in clinical work for more than 50% of her/his time) who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration, shall be paid a continuing education allowance, subject to the following conditions set out below:
  - (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (ii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-registration hospital certificate as recognised by the employer and relevant to the employee's current role shall be paid an allowance as set out at Item 8 in Appendix 2 per week.
- (iii) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate certificate shall be paid an allowance as set out at Item 9 in Appendix 2 per week.
- (iv) Subject to the provisions in subclause (i) of this clause, an employee who holds a post-graduate diploma or degree (other than an undergraduate nursing degree) shall be paid an allowance as set out at Item 10 in Appendix 2 per week.
- (v) Subject to the provisions in subclause (i) of this clause, an employee who holds a masters degree or doctorate shall be paid an allowance as set out at Item 11 in Appendix 2 per week.
- (vi) An enrolled nurse, who holds a relevant Certificate IV or equivalent continuing education qualification in a clinical field, or Advanced Diploma of Nursing (Enrolled), in addition to the qualification leading to enrolment, shall be paid a continuing education allowance, subject to the following conditions set out below:

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- (a) the allowance is only payable where the qualification is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in the duties of the position;
  - (b) an employee holding more than one relevant qualification is only entitled to one allowance, being the allowance of the highest monetary value;
  - (c) the employee claiming entitlement to a qualification allowance must provide evidence to the employer that they hold that qualification.
- (vii) Subject to the provisions in subclause (vi) of this clause, an enrolled nurse who holds a Certificate IV qualification shall be paid an allowance as set out at Item 12 in Appendix 2 per week.
  - (viii) Subject to the provisions in subclause (vi) of this clause, an enrolled nurse who holds an Advanced Diploma of Nursing (Enrolled) qualification shall be paid an allowance as set out at Item 13 in Appendix 2 per week.
  - (ix) The above allowances are not to be included in the employee's ordinary rate of pay. The allowances are payable during periods of paid leave taken by an employee.
  - (x) The continuing education allowances shall be considered salary-related allowances for the purpose of salary and salary related allowance increases that may occur under this Agreement.
  - (xi) Where a dispute arises concerning the eligibility for payment of a Continuing Education Allowance that is not resolved by the process contained in subclauses (i) to (ii) of clause 9, Dispute Resolution Procedure, discussions between the parties must occur prior to referral to the Fair Work Commission for determination.

#### **18. PENALTY RATES FOR SHIFT WORK AND WEEKEND WORK**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift: Provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 am or finish subsequent to 6.00 pm.

Afternoon shift commencing at 10.00 am and before 1.00 pm - 10%

Afternoon shift commencing at 1.00 pm and before 6.00 pm - 12.5%

Night shift commencing at 6.00 pm and before 4.00 am – 15%



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Night shift commencing at 4.00 am and before 6.00 am - 10%

(ii) "Ordinary rate" and "ordinary time" shall not include any percentage addition by reason of the fact that an employee works less than 38 hours per week but shall include amounts payable under Clause 10, Wages.

(iii) For the purposes of this clause day, afternoon and night shifts shall be defined as follows:

"Day Shift" means a shift which commences at or after 6.00 am and before 10.00 am.

"Afternoon shift" means a shift which commences at or after 10.00 am and before 6.00 pm.

"Night Shift" means a shift which commences at or after 6.00 pm and before 6.00 am on the day following.

(iv) Employees whose ordinary working hours include work on a Saturday and/or Sunday shall be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and one 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 shall be in substitution for and not cumulative upon the shift premiums prescribed in the subclause (i) of this clause.

The foregoing paragraph shall apply to employees who work less than 38 hours per week, but such employees shall not be entitled to be paid in addition any loading prescribed by Clause 26, Casual Employees of this Agreement in respect of their employment between midnight on Friday and midnight on Sunday.

(v) The additional payments prescribed by this clause shall not form part of the employee's ordinary pay for the purposes of this Agreement, except as provided in Clause 27, Annual Leave and Public Holidays, of this Agreement.

#### 19. FARES AND EXPENSES

(i) Where a home nursing employee is required to use his or her private vehicle in the performance of his/her duties the employee shall be paid the kilometre allowance set out at Item 16 in Appendix 2 per kilometre effective the date this Agreement comes into operation, provided

(a) the kilometre allowance is applied for kilometres travelled from the location of the first client and ceases at the location of the last client for that shift;

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- (b) between the various locations where their clients are situated;
  - (c) to attend other locations as directed by the employer;
  - (d) The staff member is paid the ordinary rate of pay for time taken between clients that is not classified as a broken shift as per Clause 12(xii) (Hours of Work and Free time of Employees) of this Agreement.
  - (e) Notwithstanding (a), staff who have been issued a company car that is garaged at the Employer's base will be paid travel time from base to the first client and from the last client returning to base.
  - (f) Staff that have been issued a company car that is home garaged will not be paid travel time until they have left the first client appointment in accordance with the arrangements set out at (a).
  - (g) Notwithstanding the above, an employee may request that the Employer make payment of the travel allowance from:
    - (1) their home to the first client; and/or
    - (2) the last client to their home,

Such a request may be made when an employee is required to undertake travel that is not ordinarily required. The request must be made prior to an employee undertaking the client work. The employer shall not unreasonably refuse such a request and shall assess the payment of travel time based on what the employee typically travels. In addition, where travel time is paid the employee will also be entitled to the kilometre allowance as set out in Appendix 2, Allowances of this Agreement

## 20. UNIFORM AND LAUNDRY ALLOWANCES

- (i) Where an employee is required by the Employer to wear a uniform:
  - (1) in lieu of supplying uniforms to an employee, an employer shall pay the said employee the sum set out at Item 17 in Appendix 2, Allowances for uniforms per week.
  - (2) in lieu of supplying a cardigan or jacket to an employee an employer shall pay the said employee the sum set out at Item 18 in Appendix 2, Allowances per week.
  - (3) if the uniforms of an employee are not laundered at the expense of the employer an allowance of the sum set out at Item 19 in Appendix 2, Allowances shall be paid to the said employee; provided that the

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payment of such laundry allowance shall not be made to any employee on absences exceeding one week.

- (4) In lieu of supplying footwear to an employee the employer shall pay the said employee the relevant sum set out at Item 20 in Appendix 2, Allowances per week.
- (ii) The allowances referred to subclause (i) are also payable during any period of paid leave, notwithstanding the exception provided at (i)(3) above.
- (iii) The above allowances are not payable in the circumstances where the Employer does not require employees to wear a uniform.

## **21. HIGHER GRADE DUTY**

- (i) An employee, classified under Appendix 3, Classifications as "Administrative staff", engaged in any duties carrying a higher rate of pay than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher rate of pay 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.
- (ii) A nurse called upon to relieve an employee in a higher classification or called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which they act the minimum payment for such higher classification.
  - (a) Provided that the provisions of subclause (ii) shall not apply where the nurse being relieved is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

## **22. OVERTIME**

- (i) Subject to subclause (ii) an employer may require an employee to work reasonable overtime.
- (ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (iii) For the purposes of subclause (ii) what is unreasonable or otherwise will be determined having regard to:
  - (a) the risk to the employee's health and safety;
  - (b) the employee's personal circumstances including any family and carer responsibilities;

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- (c) the needs of the facility;
  - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
  - (e) any other relevant matter.
- (iv)
- (a) Subject to paragraph (b) hereof all time worked by full-time employees in excess of the ordinary hours of work prescribed in Clause 12 of this Agreement shall be overtime and shall be paid for at the rate of time and one half for the first two hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
  - (b) All time worked by permanent part time employees, in excess of 10 hours in a day (or 12 hours where rostered to in accordance with Clause 12 of this Agreement) or 76 hours in a fortnight shall be paid for at the rate of time and one half for the first two hours and double time thereafter except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one half.
- (v) **Recall (Excluding telephone on call work)**
- An employee recalled to work overtime after leaving the employer's premises shall 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 shall be released from duty provided that this subclause does not apply to a Director of Nursing.
- (vii) An employee required to work overtime following on the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- (viii) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.
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- (ix) The meals referred to in subclauses (vii) and (viii) of this clause shall be allowed to the employee free of charge. Where the Employer is unable to provide such meals, an allowance per meal of the sum set out at Item 21 in Appendix 2, Allowances shall be paid to the employee concerned.
  - (x) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 12, Hours of Work and Free Time of Employees Other Than Directors of Nursing shall apply.
  - (xi) If an employee is recalled to duty during a meal break, they shall be paid at overtime rates for the total period of the meal break.
  - (xii) An employee who works so much overtime:
    - (a) 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 eight consecutive hours off duty between these times; or
    - (b) on a Saturday, a Sunday and a holiday, not being ordinary working days, or on a rostered day off without having had eight consecutive hours off duty in the twenty-four hours preceding their next day or shift; shall subject to this subclause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (xiii) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
    - (a) Time off in lieu of overtime must be taken within four months of it being accrued at ordinary rates.
    - (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
    - (c) Employees cannot be compelled to take time off in lieu of overtime.

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- (d) Records of all time off in lieu of overtime owing to employees and taken by employees must be maintained by the employer.

### **23. REGISTRATION OR ENROLMENT PENDING**

- (i) A student or trainee enrolled nurse who has completed the course of training prescribed by the Board and applied for registration or enrolment shall, upon registration or enrolment, be paid as from the date of application for registration or enrolment the salary to which they would have been entitled if registered or enrolled.
- (ii) A nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as and from the date they are notified that they are eligible for registration or enrolment as a registered nurse or enrolled nurse provided that they make application for registration within seven days after being so notified.
- (iii) They shall notify the employer as soon as possible after they have so applied and shall also confirm such registration/ re-registration with the Employer in writing within 7 days of obtaining such registration/ re-registration.

### **24. FULL TIME EMPLOYMENT**

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

### **25. PART TIME EMPLOYMENT**

- (i)
  - (a) A part-time employee is one who is permanently appointed to work a specified number of hours which are less than those prescribed for a full-time employee.
  - (b) By agreement between employer and employee, the specified number of hours may be balanced over a week, a fortnight or four weeks.
  - (c) An employee whose hours are averaged over 4 weeks shall be paid each week or fortnight according to the employee's average weekly or fortnightly hours as is appropriate.
  - (d) Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee, whose hours are balanced over a fortnight or over four weeks, not working in any one week in accordance with paragraph (b).

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- (ii) Part time employees shall be paid an hourly rate as set out at Appendix 1 of this Agreement and, where applicable, one thirty-eighth of the appropriate allowance prescribed by Clause 17, Continuing Education Allowance, of this Agreement, with a minimum payment of 2 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 20, Uniform and Laundry Allowances of this Agreement, but shall not be entitled to an additional day off or part thereof, as prescribed in Clause 12, Hours of Work and Free Time of Employees.
- (iv) Four weeks' Annual Leave on ordinary pay is to be granted per annum. Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year. The provisions of subclauses (v) to (xi) of Clause 27, Annual Leave and Public Holidays, and Clause 28, Annual Leave Loading, of this Agreement shall apply to employees engaged under this clause. The remaining provisions of Clause 27, Annual Leave and Public Holidays shall not apply.

Where a part-time employee takes a period of paid annual leave, the Employer will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. Where the ordinary hours of work fluctuate, the employee's ordinary hours of work for the purposes of the payment of annual leave shall be as follows:

- According to the employee's contracted hours; or
  - Where the employee's contracted hours are not reflective of the current ordinary hours of work for the employee, then according to the employee's average ordinary hours over the 12 month qualifying period for the annual leave.
- (v) Permanent part time employees may request in writing that their employer review their contract hours every 26 weeks and where appropriate increase their contracted hours to reflect the number of hours being performed. This request will be approved at the discretion of the Manager/Chief Executive Officer and will include consideration of whether these are permanent shifts or coverage of leave. The application will not be unreasonably refused.
- (v) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra to the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate.

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Such election shall 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. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (vi) Where a public holiday falls on a day where a part-time employee is not rostered to work

Hunter Nursing and Mayo Home Nursing Service will determine whether there is an entitlement to payment for a part time employee to a public holiday not worked, where a public holiday falls on a day the part-time employee is not rostered to work, by reviewing the roster pattern of the employee over the preceding 12 months. If the roster shows that the employee has worked 50% or more of the days on which the public holiday falls, the employee shall be entitled to receive payment for the public holiday not worked.

- (vii) To the leave prescribed by subclause (v) of this clause there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.

- (viii) For the purpose of this clause the following are to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday in accordance with the applicable legislation.

- (ix) In addition to those public holidays prescribed in subclause (vii) of this clause, there shall be an extra public holiday each year. This additional day's holiday will occur on the August Bank Holiday or on a date agreed by the respective employees and if requested by the employee any nominated representative which may be a union representative. This additional day may be taken by agreement between Christmas and New Year, provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.

- (x) The foregoing does not apply in areas where, in each year:

- (a) a day in addition to the 11 named public holidays specified in subclause (vii) of this clause is proclaimed and observed as a public holiday; or



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- (b) two half days in addition to the 11 named public holidays specified in subclause (vii) of this clause are proclaimed and observed as half public holidays.
  - (xi) In areas where in each year one half day in addition to the 11 named public holidays specified in subclause (vii) of this Clause is proclaimed and observed as a half public holiday, for the purposes of this Agreement the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
  - (xii) Employees engaged under this clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.

## 26. CASUAL EMPLOYEES

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate, prescribed by Clause 10, Wages, of this Agreement plus, twenty five%, with a minimum payment of 1 hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 20, Uniform and Laundry Allowances, of this Agreement and where applicable one thirty-eighth of the appropriate allowance prescribed by Clause 17, Continuing Education Allowance, of this Agreement.
- (iii) With respect to a casual employee the provisions of Clause 14, Rosters; Clause 22, Overtime; Clause 27, Annual Leave and Public Holidays and Clause 19, Fares and Expenses of this Agreement, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 12, Hours of Work and Free Time of Employees.
- (iv) In accordance with the Fair Work Act 2009 casual employees have no entitlement to annual leave.
- (v) A casual employee who is required to and does work on a public holiday as defined in sub-clauses (iii) and (iv) of Clause 27, Annual Leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday; provided that a casual employee shall not be entitled to be paid in addition the casual loading prescribed in subclause (ii) in respect of such work.
- (vi) For the entitlement to payment in respect of long service leave, see the *Long Service Leave Act 1955*.

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**27. ANNUAL LEAVE AND PUBLIC HOLIDAYS**

- (i) Annual leave shall accrue progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
  - (a) Employees required to work on a seven (7) day rotating roster – shall accrue 4 weeks annual leave per annum plus “additional leave” in accordance with Clause 26, Clause (xi).
  - (b) All other employees – shall accrue four (4) weeks annual leave per annum.
- (ii)(a) A public holiday occurring on an ordinary working day shall be allowed to employees on full pay; provided that an employee who is required to and does work on a public holiday shall have one day or one half day, as appropriate, added to their period of annual leave and be paid at the rate of one half time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall 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. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of four hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.
- (b) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 7, Definitions, of this Agreement, and who receives four (4) weeks annual leave in accordance with paragraph (b) of subclause (i) of this clause, such shift worker shall be paid one day's pay in addition to the weekly rate or if the employee so elects shall have one day added to the period of annual leave.
- (c) To the leave prescribed by paragraph (b) of subclause (i) there shall be added one working day for each public holiday or one half working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (b) of this subclause the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.

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- (iii) For the purpose of this subclause the following are to be public holidays, viz: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labor Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday in accordance with applicable legislation.
- (iv) (a) In addition to those public holidays prescribed in subclause (iii) of this clause, employees are entitled to an extra public holiday each year. Such public holiday will occur
- (1) on the August Bank Holiday; or
  - (2) on a date which is agreed between the employer and employees and if requested by the employees any nominated representative which may be a union representative;
  - (3) as an additional public holiday between Christmas and New Year; provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.

The foregoing does not apply in areas where in each year:

- (1) a day in addition to the eleven (11) named public holidays specified in subclause (i) is proclaimed and observed as a public holiday; or
  - (2) two half days in addition to the eleven (11) named public holidays specified in subclause (i) are proclaimed and observed as half public holidays.
- (b) In areas where in each year only one half day in addition to the eleven (11) named public holidays specified in subclause (iii) is proclaimed and observed as a half public holiday for the purposes of this Agreement the whole day is to regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (v) (a) **Taking of Annual Leave** – An employee is entitled to take an amount of annual leave during a particular period if:
- (1) at least that amount if annual leave is credited to the employee; and
  - (2) the employer has authorised the employee to take the annual leave during that period.

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- (b) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause (i) of this clause. Employees entitled to allocated days off duty in accordance with Clause 12, Hours of Work and Free Time of Employees, of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclauses (ii)(b) and subclause (ii)(c) of the Agreement.
  - (vi) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
  - (vii) **Extensive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:
    - (a) the employee is directed to do so by the employer,
    - (b) at the time that the direction is given, the employee has annual leave credited to him or her of more than 1/13 of the number of ordinary hours worked by the employee for the employer during the period of 104 weeks ending at the time that the direction is given; and
    - (c) the amount of annual leave that the employee is directed to take is less than, or equal to, ¼ of the amount of credited annual leave of the employee at the time that the direction is given.
  - (viii) (a) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which she or he is entitled under this Agreement. Where an employee has any period of permanent part-time employment during any 12 month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to 38 hours.
  - (b) An employee to whom paragraph (a) of subclause (i) applies shall be paid during the first twenty eight (28) consecutive days whilst on annual leave her or his ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; additional annual leave accrued under subclause (xi) attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (b) of subclause (ii) and subclause (iv) of this clause.
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(ix) **Cashing out of Annual Leave**

(a) Upon receipt of a written request by an Employee, the Employer may authorise the Employee in writing to receive pay in lieu of an amount of annual leave.

(1) 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

(2) Where an Employee forgoes an entitlement to take an amount of annual leave, 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.

(3) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

(x) Where the employment of an employee is terminated the employee shall be entitled to receive, in addition to all other amounts due, in respect of service of less than one year an amount equal to one-twelfth (6/46ths in respect of employees rostered to work on a seven (7) day basis) of her or his ordinary pay for that period of employment together with payment for any days added to annual leave in accordance with subclause (ii) of this clause.

(xi) (a) In addition to the leave prescribed by subclause (i) employees who work their ordinary hours on weekends (Saturday or Sunday) and/or public holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on weekends and/or public holidays during a qualifying period of employment for annual leave purposes	Full time Additional Annual Leave (Counter Leave)
4 - 10	1 day
11 - 17	2 days
18 - 24	3 days
25 - 31	4 days
32 -38	5 days
39-45	6 days
46-51	7 days
52-58	8 days
59-65	9 days

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66 or more	10 days
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- (b) A part time employee's proportionate entitlement to the Counter Leave set about in the above table is calculated as follows:

*\*Example Calculation:* A part time employee, who is employed to work five hours per day for three days per week, and that employee works 20 ordinary shifts on weekends and/or public holidays, that employee shall receive Counter Leave days in accordance with the below calculations:

**Step One:**  $15 / 38 = 0.3945$  FTE

**Step Two:**  $0.3945 \times 3$  Counter Leave days = 1.18 Counter Leave days

**Step Three:**  $1.18 \times 5$  hours (ordinary shift length) = 5.9 hours of Counter Leave

**Step Five:** 5.9 hours of Counter Leave x the employee's ordinary hourly rate of pay

*Nb: Part time ordinary hours for the purposes of calculating the proportionate entitlement will be the employee's current contracted hours or average ordinary hours (calculated over the previous 12 months of continuous service), whichever is the greater.*

- (c) On termination of employment employees are to be paid for any untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken annual leave due in accordance with subclause (x).

(xii) **Annual Leave and Service**

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

(xiii) **Annual Leave – single days**

- (a) An employee may elect, with the consent of the employer to take annual leave not exceeding ten days in single-day periods, or part thereof, in any calendar year at a time or times agreed by the parties
- (b) Access to annual leave, as prescribed in paragraph (a) of this subclause, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

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- (c) An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

## 28. ANNUAL LEAVE LOADING

- (i) Before an employee is given and takes an annual holiday, or where by agreement between the employer and the employee the annual holiday is given and taken in more than one separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken due to the employee under subclauses (i)(b), the 4 weeks specified at (i)(a), and (ii)(c) of Clause 27, Annual Leave and Public Holidays, of this Agreement, or in the case of part-time employees for the period of holiday given and taken and due to the employee.
- (iii) The loading is to be calculated in relation to any period of annual holiday to which the employee has become entitled or, where such a holiday is given and taken in separate periods, then in relation to each such separate period.
- (iv) The loading is the amount payable for the period or the separate periods, as the case may be, stated in subclause (iii) of the rate per week of 17½% of the appropriate ordinary weekly time rate of pay prescribed by this Agreement for the classification in which the employee was employed immediately before commencing by the employee's annual holiday.
- (v) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said Clause 27, Annual Leave and Public Holidays to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iv) of this clause applying the Agreement rates and wages payable on that day.
- (vi) When the employment of an employee is terminated by his employer, and at the time of termination the employee has not been given and has not taken the whole of an annual holiday to which he became entitled, he shall be paid a loading calculated in accordance with subclause (iv) of the period not taken.
- (vii) This clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if the employee had not been on holidays; provided that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates to the ordinary time (not including time on a public or special holiday) which the

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employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this clause, then that amount shall be paid to the employee in lieu of the loading.

## **29. PERSONAL CARERS LEAVE**

(i) Subject to the following limitations and conditions, a full time employee is entitled to 76 hours of personal leave for each completed year of service.

(ii) **Accrual of Paid Personal/Carer's Leave**

An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

(iii) All periods of sickness shall be certified by a registered health practitioner, or where this is not reasonably practicable, by a statutory declaration. The employer may dispense with the requirements of a certificate from a registered health practitioner or statutory declaration when the absence does not exceed two consecutive days or where, in the employer's opinion, the circumstances are such as not to warrant such requirement.

(iv) Each employee shall notify her/his employer of an absence from work due to illness or injury 2 hours prior to the commencement of her/his rostered shift or as soon as reasonably practicable thereafter and shall, as far as reasonably practicable, inform the employer of the estimated duration of the absence.

(v) **Part-time Employees** - A part-time employee shall accrue personal leave progressively during a year of service according to the employee's ordinary hours of work and such leave accumulates from year to year. Such entitlements shall be subject to all the above conditions applying to full-time employees.

(vi) With respect to an employee who is eligible for sick leave and who produces a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration to the effect that he/she has been incapacitated for a period while on annual leave, the employer may re-credit such employee with an equivalent period of annual leave.

(vii) Subject to the provision of a satisfactory certificate from a registered health practitioner or where this is not reasonably practicable, by a statutory declaration and sick leave being due, long service leave shall be re-credited where an illness of at least one week's duration occurs during the period of long service leave.

(viii) **Carer's Leave**



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- (a) An employee, other than a casual employee, with responsibilities in relation to a member of their immediate family or household as defined, who requires the employee's care or support because of a personal illness or injury affecting the member or there is an unexpected emergency affecting the member, shall be entitled to use, in accordance with this subclause, any current or accrued personal leave entitlement, provided for under this Clause, for such absences. Such leave may be taken for part of a single day.
  - (b) The employee shall, if required, establish, either by production of a certificate from a registered health practitioner or statutory declaration, the illness/ injury of the person concerned (may be termed a "medical condition") and that the illness/ injury is such as to require care by another person. In normal circumstances, an employee must not take carer's leave under this subclause where another person has taken leave to care for the same person.
  - (c) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave, the name of the person requiring care and that person's relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity on the day of absence.

(ix) **Unpaid Leave for Family Purpose**

Where an employee has exhausted all paid personal leave entitlements, an employee, including a casual employee, is entitled to unpaid carer's leave for each permissible occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of a personal illness or injury affecting the member or an unexpected emergency affecting the member. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days of unpaid leave per occasion, provided the requirements of (viii)(b) and (c) are met.

- (x) The employer shall not change the rostered hours of an employee fixed by the roster or rosters applicable to the fourteen days immediately following the commencement of sick leave merely by reason of the fact that they are on sick leave.

(xi) **Time Off in Lieu of Payment for Overtime**

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- (a) For the purpose only of providing care or support for a member of the employee's immediate family, or a member of the employee's household, and despite the provisions of Clause 22, Overtime, the following provisions shall apply.
  - (b) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within 12 months of the said election.
  - (c) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
  - (d) If, having elected to take time as leave in accordance with paragraph (a) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the 12 month period or on termination.
  - (e) Where no election is made in accordance with the said paragraph (a), the employee shall be paid overtime rates in accordance with the Agreement.
- (xii) **Make-up time**
- (a) An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.
  - (b) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

### 30. LONG SERVICE LEAVE

- (i) For long service leave falling due prior to 20th February 1981, see *Long Service Leave Act 1955*.
- (ii) Long service leave falling due after 20th February 1981 shall be in accordance with *Long Service Leave Act 1955* and the provisions set out in this Clause. Where there is any inconsistency between the *Long Service Leave Act 1955* and this Clause, the provisions of this Clause will take precedence to the extent of the inconsistency:
  - (a) (1) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service

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leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one half months' long service leave on full pay. Such leave shall be taken at a time to be mutually arranged between the employer and the employee.

- (2) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after 5 years to a proportionate amount of such leave on full pay calculated on the basis of 2 months' long service leave for 10 years' service.
- (b) Where an employee has acquired a right to extended leave under subclause (a) of this clause, then and in every such case:
- (1) If before such leave has been entered upon the employment of such employee has been terminated such employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
  - (2) Where a worker dies and any long service leave: (A) to which the worker was entitled has not been taken; or (B) accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.
- (c) For the purpose of this clause:
- (1) Continuous service with the Employer prior to the coming into force of this Agreement shall be taken into account.
  - (2) One month equals four and one-third weeks.
  - (3) Continuous service shall be deemed not to have been broken by:
    - (i) any period of absence on leave without pay not exceeding six months;

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(ii) absence of an employee whilst a member of the Defence Forces of the Commonwealth in time of war.

- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this Agreement the amount of such leave shall be debited against the amount of leave due under this Agreement.
- (e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraph 2(a) of this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38 hours.
- (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave such day shall be taken on the next working day immediately following the period of long service leave.
- (g) An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence irrespective of whether sufficient credits have been accumulated or not.

### 31. COMPASSIONATE LEAVE

- (i) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
- (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.
- (ii) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (i); or

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- (b) after the death of the member of the employee's immediate family or household referred to in subclause (i).
  - (iv) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
  - (v) Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three days for each permissible occasion.
  - (vi) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
  - (vii) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
  - (viii) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave.
  - (ix) Exceptional Circumstances Compassionate Leave
    - (a) Upon approval from the Employer, an employee may access up to 2 days per permissible occasion for use in regard to;
      - (i) the employee being subject to a situation of family violence;
      - (ii) the employee being directly affected by a State declared natural disaster.Provided that the cumulative total that may be accessed by the employee, in regard to (ix)(a)(i) and (ii), is 5 days per annum.
    - (b) The leave provided under this subclause is paid in the case of permanent employees. In the case of casual employees the leave is unpaid.

## **32. MEDICAL EXAMINATION OF EMPLOYEES**

- (i) On commencement of employment the employee is responsible for providing evidence of immunisation status and screening to known communicable diseases relevant to their role.
- (ii) If an employee has been recorded as having cared for a known tuberculosis case, the employee will be referred to a specialist Tuberculosis Clinic for assessment at the cost of the employer.

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- (iii) For protection against other communicable diseases the employee may be directed to seek further protection:
    - (a) where an employee has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
    - (b) booster immunisation against tetanus at 10-year intervals;
    - (c) a rubella antibody test and, where an employee has a negative result, rubella immunisation.
  - (iv) Medical examination of employees shall be in accordance with the Employer's policy as varied from time to time. The costs involved in any screening and protection procedures for employees during the period of employment will be borne by the Employer.

### 33. TERMINATION OF EMPLOYMENT

#### Notice of termination by the Employer

- (i) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of continuous service	Period of notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (ii) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (iii) Payment in lieu of the notice will be made if the appropriate notice period is not required to be worked. Employment may be terminated by the Employer payment for the remainder of the period of notice.
- (iv) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used.

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- (v) The period of notice in this Clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual employees or employees engaged for a specific period of time or for a specific task or tasks.
  - (vi) Notwithstanding the foregoing provisions, where the Employee has been working part of the required period of notice and by the Employer making engaged as a trainee for a specific period of time, shall once the traineeship is completed and provided that the trainees' services are retained, have all service including the training period counted in determining entitlements. In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

#### **Notice of termination by the Employee**

- (vii) The notice of termination required to be given by the Employee:
  - (a) Subject to sub-clauses (b) and (c) employees with 1 year or less of service shall provide the employer with one week notice, all other employees shall give the employer two weeks' notice of termination in writing.
  - (b) A Director of Nursing shall give 4 weeks' notice of termination in writing.
  - (c) Casuals shall only be required to give notice to the end of the current shift worked.

#### **Instant dismissal**

- (viii) The Employer shall have the right to dismiss the Employee without notice for conduct that justifies summary dismissal in accordance with the *Fair Work Act 2009*.

### **34. TRAINING AND PROFESSIONAL DEVELOPMENT**

- (i) The Employer supports staff to participate in learning, development and training activities relevant to their roles and responsibilities. Such activities may include face to face formal education, mentoring/coaching sessions, e-learning, webinars and on the job projects.
- (ii) The Employer will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- (iii) Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.

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- (iv) Upon termination of the employee's employment, at the request of the employee the employer shall provide a written statement of the hours of training attended by the employee.
  - (v) Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
    - (a) Employees shall attend training outside their normal rostered working hours when required to do so by the Employer and will be paid at ordinary hourly rate of pay for the period of training;
    - (b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
    - (c) If the employer requires an employee to attend training, the employee shall be paid their ordinary hourly rate of pay for time travelling to and from a period of training that is in excess of the time normally taken for that employee to attend work.
    - (d) When receiving travelling time, an employee using their own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Appendix 2 to this Agreement.
    - (e) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight (8) or ten (10) hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in clause 12 - Hours of Work. Where practicable, similar arrangements should also be made available to all other employees.
    - (f) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
    - (g) Notwithstanding clause 12 - Hours of Work, clause 22 - Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight (8) or ten (10) hour break between shifts.
  - (vi) E-Learning Wherever practicable training will be conducting within ordinary working hours, however, where the employer requires and directs an employee to complete mandatory e-learning modules outside of the workplace and the employee's ordinary hours of work, and it is reasonable for the employee to do so, employees shall be compensated at their ordinary rate of pay for the specified duration of the training.
  - (vii) **Professional Development**

The employer commits to the professional development of employees where it is within the scope of the employee's role and is deemed to meet the needs of the facility. The organisation will assist to facilitate access to professional
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development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

(viii) **Attendance at Meetings**

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

**35. PARENTAL LEAVE**

(i) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.

(a) An employee, other than a casual employee, is not entitled to unpaid leave under the *Fair Work Act 2009* (other than unpaid pre-adoption leave) unless the employee has, or will have, completed at least 12 months of continuous service with the employer. A casual employee's entitlement arises as per the provisions of the *Fair Work Act 2009*.

(ii) Permanent employees eligible for parental/primary care giver leave in accordance with subclause (i) shall be entitled to the following paid parental leave:

(a)

(1) Mayo Home Nursing Service Employees

For any period of maternity/adoption leave, eligible employees shall receive 8 weeks paid maternity/adoption leave.

(2) Hunter Nursing Employees

Eligible employees who commence maternity/ adoption leave on or after this Agreement comes into operation shall be entitled to 6 weeks paid maternity/ adoption leave.

The paid maternity/ adoption leave entitlement shall be increased to 7 weeks paid leave from the first full pay period on

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or after 1 July 2017 and to 8 weeks paid leave from the first full pay period on or after 1 July 2018.

- (b) The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the Commonwealth Government's scheme of publicly funded paid parental leave (however titled or styled). For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the 18 weeks paid parental leave paid at the Federal minimum wage.
- (iii) A female employee shall be entitled to work until their estimated date of confinement. At six weeks from the date of confinement, if requested by the Employer or nominee, the employee shall provide a statement from her medical practitioner to the effect that continuing employment until the date of confinement is not a risk to the employee or the unborn child.
- (iv) Right to request
  - (a) An employee entitled to parental leave pursuant to the provisions of this clause may request the employer to allow the employee:
    - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
    - (2) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the employee in reconciling work and parental responsibilities.
  - (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
  - (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (a) and (b) must be recorded in writing.
  - (d) Request to return to work part-time

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Where an employee wishes to make a request under (iv)(a)(2), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

(v) **Communication during parental leave**

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

**36. REDUNDANCY**

- (i) Where the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer, the Employer shall consult with affected employees in accordance with the consultation regarding change provision of this Agreement.

**Transfer to lower paid duties**

- (ii) Where an employee is transferred to lower paid duties for reasons set out in paragraph (i) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the Employer may at the Employer's option, make payment

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

**Severance pay**

(iii) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (i) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

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

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

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

**Definitions**

(iv) "Week's" Pay' means the all-purpose rate of pay for the employee concerned at the date of termination, and shall include, in addition to the ordinary rate of pay, over-Agreement payments, shift / weekend penalties and allowances provided for in accordance with this Agreement.

**Employee Leaving During Notice Period**

- 
- (v) An employee whose employment is terminated for reasons set out in paragraph (i) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

#### **Alternative Employment**

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

#### **Time off Period of Notice**

- (vii) During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (viii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent.
- (ix) For this purpose a statutory declaration will be sufficient.

#### **Statement of Employment**

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

#### **Notice to Centrelink**

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

#### **Centrelink Separation Certificate**

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

#### **Employees with Less Than One Year's Continuous Service**

- (xiii) This clause does not apply to employees with less than one year's continuous service.

#### **Employees Exempted**

- (xiv) This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

### **37. FLEXIBILITY ARRANGEMENT**

- (i) The employer and employees covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- (ii) 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.
- (iii) 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:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) 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.
- (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) 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.

### 38. REPRESENTATIVE LEAVE

- (i) Leave to attend trade union and union delegate courses/ seminars shall be as follows:
  - (iii) To a maximum of four (4) days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at association conferences, meetings and courses provided that:
    - 1. The scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute procedures;
    - 2. That two (2) weeks' notice is provided to the employer;
    - 3. The approval of leave must have regard to the operational requirements of the employer;
    - 4. This leave shall be paid at the ordinary time rate of pay.

- 
- (ii) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

**39. PAID EMERGENCY SERVICES LEAVE**

At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate an employee who is a member of a voluntary emergency relief organisation such as the Rural Fire Services, Red Cross, St John Ambulance and the State Emergency Services to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

**40. CEREMONIAL LEAVE**

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

**41. JURY SERVICE**

- (i) An employee, other than a casual employee, required to attend for jury service during his or her ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of his or her attendance for such jury service and the amount of ordinary salary (base rate of pay) he or she would have received in respect of the ordinary time he or she would have worked had he or she not been on jury service. The period of payments of jury service shall be limited to the period prescribed under relevant legislation.
- (ii) An employee shall notify his or her employer as soon as possible of the date upon which he or she is required to attend for jury service. Further the employee shall give his or her employer proof of his or her attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

**42. PURCHASED LEAVE**

- (i) Purchased leave is where employees have planned absences of two weeks of leave which is funded by salary deductions spread evenly over the year. This allows employees to continue to receive pay during such leave.



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- (ii) Purchased leave must be utilised within the twelve months in which it is purchased.
  - (iii) Purchased leave counts as service for all purposes.
  - (iv) Applications for purchased leave must be made by a date nominated by the Employer.
  - (v) The Employer's approval of purchased leave will be based on the operational requirements of the Employer, having regard to the personal needs and family responsibilities of staff.
  - (vi) Once a period of purchased leave has been approved, it may only be revoked by the Employer where exceptional circumstances exist. In the event of revocation, any accumulated leave may be paid out to the employee, or the leave deferred to a date mutually agreed by employer and employee.
  - (vii) Where an employee leaves the Employer during a year in which purchased leave has been approved, final payment will be adjusted to take account of deductions not yet made and leave not taken.
  - (viii) Annual leave loading is not payable on purchased leave.

Appendix 1: Wages

Job Classification	Year	MHNS July 2016 2%	MHNS July 2017 2%	MHNS July 2018 2%		Hunter Date of Operation of EA	Hunter % July 2016	Hunter July 2016	Hunter % January 2017	Hunter January 2017	Hunter % July 2017	Hunter July 2017	Hunter % July 2018	Hunter July 2018
Assistant in Nursing	1	20.70	21.11	21.53		19.15	3.00%	19.73	1.50%	20.02	3.50%	20.75	3.80%	21.53
	2	21.36	21.79	22.22		19.47	3.00%	20.05	1.50%	20.35	3.50%	21.06	5.50%	22.22
	3	22.03	22.47	22.92		19.79	3.00%	20.39	1.50%	20.69	3.50%	21.42	7.00%	22.92
	4	22.72	23.17	23.64		20.42	3.00%	21.03	1.50%	21.35	3.50%	22.10	7.00%	23.64
Enrolled Nurse with notation	1	25.40	25.91	26.43		20.81	2.50%	21.33	3.50%	22.07	7.90%	23.81	11.00%	26.43
	2	25.96	26.48	27.01		21.08	2.50%	21.61	3.50%	22.36	8.80%	24.33	11.00%	27.01
	3	26.52	27.05	27.60		21.36	2.50%	21.89	3.50%	22.66	9.90%	24.86	11.00%	27.60
	4	27.09	27.63	28.18		21.67	2.50%	22.21	3.50%	22.99	10.30%	25.36	11.00%	28.15
	5	27.65	28.20	28.76		21.89	2.50%	22.44	3.50%	23.23	11.00%	25.78	11.60%	28.77
Enrolled Nurse (Endorsed Enrolled Nurse)	1	25.91	26.43	26.96		25.91		25.91		25.91	2.00%	26.43	2.00%	26.96
	2	26.48	27.01	27.55		26.48		26.48		26.48	2.00%	27.01	2.00%	27.55
	3	27.05	27.59	28.14		27.05		27.05		27.05	2.00%	27.59	2.00%	28.14
	4	27.63	28.18	28.75		27.63		27.63		27.63	2.00%	28.18	2.00%	28.75
	5	28.20	28.77	29.34		28.20		28.20		28.20	2.00%	28.77	2.00%	29.34

Job Classification	Year	MHNS July 2016 2%	MHNS July 2017 2%	MHNS July 2018 2%	Hunter Date of Operation of EA	Hunter % July 2016	Hunter July 2016	Hunter % January 2017	Hunter January 2017	Hunter % July 2017	Hunter July 2017	Hunter % July 2018	Hunter July 2018
Registered Nurse	1	28.81	29.39	29.97	28.81		28.81		28.81	2.00%	29.39	2.00%	29.97
	2	30.37	30.98	31.60	30.37		30.37		30.37	2.00%	30.98	2.00%	31.60
	3	31.94	32.58	33.23	31.94		31.94		31.94	2.00%	32.58	2.00%	33.23
	4	33.62	34.30	34.98	31.97	2.00%	32.61	3.00%	33.62	2.00%	34.30	2.00%	34.98
	5	35.29	36.00	36.72	35.24		35.29		35.29	2.00%	36.00	2.00%	36.72
	6	36.95	37.69	38.45	35.24	2.00%	35.95	1.10%	36.34	3.00%	37.43	2.70%	38.45
	7	38.85	39.63	40.42	35.24	2.00%	35.95	3.00%	37.02	4.10%	38.54	4.90%	40.42
	8	40.45	41.26	42.09	35.24	2.00%	35.95	5.00%	37.74	6.00%	40.01	5.20%	42.09
Care Coordinator	Certificate	28.99	29.57	30.16	28.42	2.00%	28.99		28.99	2.00%	29.57	2.00%	30.16
Care Coordinator	Degree	38.72	39.49	40.28	37.96	2.00%	38.72	2.00%	39.49	5.00%	41.47	5.00%	43.54
Care Coordinator Manager		46.92	47.86	48.82	46.00	2.00%	46.92		46.92	2.00%	47.86	2.00%	48.82
Clinical Nurse Specialist		42.10	42.94	43.80	40.00	2.00%	40.80	1.00%	41.21	3.20%	42.53	3.00%	43.80
ADON/DDON		46.92	47.86	48.82	46.00	2.00%	46.92		46.92	2.00%	47.86	2.00%	48.82

Job Classification	Year	MHNS July 2016 2%	MHNS July 2017 2%	MHNS July 2018 2%	Hunter Date of Operation of EA	Hunter % July 2016	Hunter July 2016	Hunter % January 2017	Hunter January 2017	Hunter % July 2017	Hunter July 2017	Hunter % July 2018	Hunter July 2018	
Administration Officer	1.1	19.37	19.75	20.15			19.37		19.37	2.00%	19.75	2.00%	20.15	
	1.2	19.89	20.29	20.70			19.89		19.89	2.00%	20.29	2.00%	20.70	
	1.3	20.37	20.78	21.19			20.37		20.37	2.00%	20.78	2.00%	21.19	
	1.4	20.76	21.18	21.60			20.76		20.76	2.00%	21.18	2.00%	21.60	
	1.5	21.15	21.58	22.01			21.15		21.15	2.00%	21.58	2.00%	22.01	
	2.1	21.81	22.24	22.69	21.00	2.00%	21.42	1.00%	21.63	2.00%	22.20	2.20%	22.69	
	2.2	22.39	22.84	23.30			22.39		22.39	2.00%	22.84	2.00%	23.30	
	3.1	23.00	23.46	23.92	22.00	2.00%	22.44	1.00%	22.66	2.40%	23.21	3.10%	23.92	
	3.2	23.52	24.00	24.48			23.52		23.52	2.00%	24.00	2.00%	24.48	
	4.1	24.03	24.51	25.00			24.03		24.03	2.00%	24.51	2.00%	25.00	
	4.2	24.49	24.98	25.48			24.49		24.49	2.00%	24.98	2.00%	25.48	
	5.1	25.10	25.61	26.12			25.10		25.10	2.00%	25.61	2.00%	26.12	
	5.2	25.60	26.11	26.63			25.60		25.60	2.00%	26.11	2.00%	26.63	
Assessment Agency Assessor	Certificate	23.97	24.45	24.94			2.00%	23.97		23.97	2.00%	24.45	2.00%	24.94
Assessment Agency Assessor	Degree	31.78	32.42	33.06			2.00%	31.78		31.78	2.00%	32.42	2.00%	33.06
Assessment Agency Supervisor		41.41	42.24	43.08			2.00%	41.41		41.41	2.00%	42.24	2.00%	43.08
Executive Assistant		27.54	28.09	28.65			2.00%	27.54		27.54	2.00%	28.09	2.00%	28.65

Job Classification	Year	MHNS July 2016 2%	MHNS July 2017 2%	MHNS July 2018 2%		Hunter Date of Operation of EA	Hunter % July 2016	Hunter July 2016	Hunter % January 2017	Hunter January 2017	Hunter % July 2017	Hunter July 2017	Hunter % July 2018	
General Services Officer	<1 year	19.25	19.64	20.03		18.87	2.00%	19.25		19.25	2.00%	19.64	2.00%	20.03
	1-2 years	20.21	20.61	21.03		19.50	3.70%	20.21		20.21	2.00%	20.61	2.00%	21.03
	> 2 years	20.34	20.75	21.16				20.34		20.34	2.00%	20.75	2.00%	21.16

Appendix 2: Allowances

ALLOWANCES - Mayo HN and Hunter	Item Number	Mayo HN	Mayo HN	Mayo HN		Hunter	Hunter	Hunter
		Date of Operation of Agreement	FFPPOA 1 Jul-17	FFPPOA 1 Jul-18		Date of Operation of Agreement	FFPPOA 1 Jul-17	FFPPOA 1 Jul-18
On-call (Telephone) Monday-Thursday (evening/night, 14 hour max) per hour	4	6.00	7.17	8.32		8.00	8.16	8.32
On-call (Telephone) Friday (evening/night, 14 hour max) per hour	5	7.00	8.18	9.36		9.00	9.18	9.36
On-call (Telephone) Saturday or Sunday, DAY HOURS 8am-4pm per hour	6	18.00	22.50	26.01		25.00	25.50	26.01
On-call (Telephone) Saturday or Sunday, NIGHT HOURS 4pm-8am per hour	6A	7.10	8.60	9.43		9.06	9.24	9.43
On-call (Telephone) Public Holiday, DAY HOURS 8am-4pm per hour	7	26.00	31.00	36.41		35.00	35.70	36.41
On-call (Telephone) Public Holiday NIGHT HOURS 4pm-8am per hour	7A	8.00	9.30	10.92		10.50	10.71	10.92

<b>ALLOWANCES - Mayo HN and Hunter</b>	<b>Item Number</b>	<b>Date of Operation of Agreement</b>	<b>FFPPOA 1 Jul-17</b>	<b>FFPPOA 1 Jul-18</b>
Broken Shift/ shift	1	9.68	9.87	10.07
Overnight / Excursion	3	68.00	69.36	70.75
24 hour care (per 24 hours)	2	246.00	250.92	255.94
Uniform (week)	17	7.29	7.44	7.59
Footwear (week)	20	3.00	3.06	3.12
Cardigan or Jacket (week)	18	2.20	2.25	2.29
Laundry (week)	19	6.06	6.18	6.30
Meal on Overtime (per meal)	21	20.75	21.16	21.58
Breakfast (per meal)		4.22	4.31	4.39
Other Meals (per meal)		7.67	7.82	7.98
Mileage (cents per km)	16	50.00	50.00	50.00

ALLOWANCES - Mayo HN and Hunter	Item Number	Date of Operation of Agreement	FFPPOA 1 Jul-17	FFPPOA 1 Jul-18
Relevant Continuing Education (per week FTE)				
Registered Nurse Education Allowance				
Post Registration Hospital Certificate	8	35.50	36.21	36.93
Post Graduate Certificate	9	35.50	36.21	36.93
Post Graduate Diploma or Degree	10	53.96	55.04	56.14
Masters degree or Doctorate	11	65.48	66.79	68.13
Enrolled Nurse Education Allowance				
Additional Cert 1V	12	26.93	27.47	28.02
Advanced Diploma in Nursing	13	33.46	34.13	34.81



## Appendix 3: Classifications

### ADMINISTRATIVE STAFF

#### Administration Officers

Classification Criteria are guidelines to determine the appropriate classification level under this agreement and consists of characteristics and skills.

Key Characteristics is the principal guide to classification as is designed to indicate the basic knowledge of the position and associated level of responsibility / accountability of the position.

Typical duties / skills are a non – exhaustive list of duties / skill that may be comprehended within the particular level. It is an indicative guide only, and at any level tasks of lower level maybe required to be undertaken, and the utilisation of one or more of skills required depending on work allocation,

#### Grade 1 (1,2,3,4 or 5 Years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

##### Key Characteristics

- Work under direct supervision
- Routine and repetitive clerical and office functions which requires the exercise of limited discretion
- Entry level responsibilities

##### Typical duties and skills

- Directing telephone calls to appropriate staff and departments
- Relaying internal information and greeting visitors
- Maintenance of basic manual or computerised records, checking figures, matching documents
- Filing, mail distribution, simple stock control, basic typing and/or dictation, some medical terminology, computer skills and routine operation of office equipment
- Basic data entry
- Basic knowledge of client privacy and confidentiality

#### Grade 2 (1 yr or =>2 years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

##### Key Characteristics

- Work under general supervision with intermittent checking

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- Applied general knowledge and skills to a range of tasks with limited complexity
  - Exercise discretion in minor decision making
  - Responding to or redirecting enquiries and taking appropriate action
  - Operation of telephone equipment
  - Maintenance of all records
  - Greet visitors and attend to their needs
  - Typing skills
  - Broad range clerical functions including but not limited to basic word processing, emailing and operation of office equipment
  - Organise and arrange own work schedule
  - Understanding and awareness of community care

#### **Typical Duties/Skills**

- Reception or Switchboard operation for the major part of his/her time, directing telephone calls to appropriate staff, responding to general enquiries
- Issuing and receiving standard forms
- General customer service duties such as relaying internal information and greeting visitors.
- Maintenance of basic manual or computerised records
- Filing, mail distribution, simple stock control, basic typing and/or dictation, medical terminology, computer skills and routine operation of administrative equipment
- General clerical duties and use of computer for general administrative duties
- Examples –Administrative Assistant

#### **Grade 3 (1 yr or =>2 years)**

**An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:**

#### **Key Characteristics**

- In addition to Grade 2 performs clerical duties which include specialised skills and knowledge (eg., accounts receivable and payables, contracts and legislation, stenography, patient admissions and discharges )
- Work with limited supervision to resolve problems in own area of responsibility.
- Coordinate workflow and accountability for own work
- Planning, initiative, discretion, judgment used regularly

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- Training/mentoring of lower levels / Training new staff in role requirements
  - Understanding and awareness of community care

#### **Typical Duties/Skills**

- Apply invoicing procedures and contract rules of payers
- Admitting patients including financial responsibility
- Client billing/collection of fees
- Broad range clerical functions including but not limited sound knowledge of computer applications
- Demonstrated skill level of internal policies and procedures such as billing modules, corporate policies and procedures; community care standards.

#### **Grade 4 (1 yr or =>2 years)**

**An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:**

#### **Key Characteristics**

- Perform administrative duties with minimal supervision and is regularly required to exercise independent initiative and judgement on a range of activities
- Extensive knowledge of office procedures and the business operations
- Expert in their field, mentoring and supervising the work of other administrative staff
- Seek ways to improve administrative processes, prepares work procedures and guidelines
- Proactively seeks opportunities to train staff
- Planning, initiative, discretion, judgment used often
- High degree of interpersonal skills
- Able to interpret and explain policy
- Industry specific knowledge regarding contracts, legislation and community funding streams

#### **Typical Duties/Skills**

- Responsible for effective administrative functions of assigned area
- Previous experience in the discipline or broad administrative experience with relevant certificate/ diploma level qualification, expert knowledge and competency in their discipline
- Roles may include: transactional accounting under the direction of a finance manager, referral and roster coordination

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## Grade 5 (1 yr or =>2 years)

An employee who is appointed at this level will work under the following arrangements and will have the typical duties and skills as stated:

### Key Characteristics

- Manages a functional area: admissions; billers / debtors; receptionists; switch; medical records; accounts payable; IT site contact
- Exercises substantial responsibility and independent initiative and judgement
- Performs clerical duties and office administration which may require liaison with external parties and organisations
- Industry specific knowledge regarding contracts, legislation and community funding streams
- Responsible for own work
- Specialist knowledge/experience

### Typical Duties/Skills

- Manage a functional area with supervisory responsibility for up to 7 FTE;
- Previous supervisory experience in the discipline with relevant diploma level qualification or broad administrative experience with a track record of leading teams
- Supervisory duties - set priorities and monitor workflow; resolve operational matters;
- Counselling staff for performance; recruitment; preparation and maintenance of rosters; development of strategies or work practices; development of training programs
- Prepare work procedures and guidelines
- Coordinate workflow
- End of month responsibilities
- Responsible for accuracy of financial data and reports

### **"Executive Assistant"**

A person who is responsible for the general administration services including internal and external communications, document management, scheduling meetings, prepare and maintain confidential correspondence, fleet management, scheduling meetings and recording minutes and ensure the business administrative procedures comply with quality and accreditation requirements. This person reports to the CEO.

### **"Assessment Agency Assessor"**

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This refers to an employee that undertakes comprehensive assessments and care planning for Veterans Home Care as per the Veterans Home Care Procedural Manual. This person must have a minimum of two years experience in the aged or community care sector. It is expected that the holder of this position can work independently with minimal supervision by the Assessment Agency Supervisor.

Certificate: This employee would have at least a Certificate III in Aged Care or Community Services.

Degree: a Registered Nurse or relevant Allied Health Professional with tertiary (degree) qualifications or hold equivalent qualifications in Aged Care Studies.

#### **“Assessment Agency Supervisor”**

This refers to an employee who is responsible for the supervision, coordination and reporting on all aspects of the VHC Assessment Agency. This position requires self direction and informed decision making (within the scope of practice) to ensure that the Assessment Agency meets the anticipated and required outcomes from the organisation. This person performs staff and client management including community care coordination and budgeting.

The incumbent is either a Registered Nurse or Allied Health Professional with tertiary (degree) qualifications or hold equivalent qualifications in Aged Care Studies.

It is preferable (but not mandatory) that the person is working towards tertiary qualifications in business/management.

A minimum two years in the Community Care Sector.

#### **“Assistant Director of Nursing” (ADON)**

This refers to an employee who is a senior nursing position and is required to participate in the On Call roster to provide organisational and nursing clinical support after hours.

The Assistant Director of Nursing participates in the management of nursing services by providing professional and operational support to the Regional Managers.

The Assistant Director of Nursing position is responsible for ensuring that a high-quality safe clinical nursing service within a performance based culture is provided to consumers according to professional standards.

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Provide nursing leadership in development of the highest standards of clinical practice to ensure that clinical service meets the needs of its consumers, carers and community. It is expected that this employee can work independently with minimal supervision. The holder of this position must have current AHPRA Registration with authority to practice as a Registered Nurse, Division 1, with a minimum of 3 years full time experience in community nursing. Extensive experience at nursing management level with relevant tertiary management qualification or working toward same.

#### **"Assistant in Nursing "**

This refers to an employee, other than a registered nurse or enrolled nurse who is employed in nursing and related duties in home care.

The AIN must also be the holder of a current First Aid Certificate at all times during their employ.

#### **"Care Coordinator"**

This refers to an employee that undertakes care coordination/case management for clients in their own homes such as the DVA Post Hospital Stabilisation and Consumer Directed Care Programs. This person must have a minimum of three years experience in the aged or community care sector. It is expected that the holder of this position will liaise with management but work independently with minimal supervision.

Certificate - at least a Certificate III in Aged Care or Community Services.

Degree - a Registered Nurse or relevant Allied Health Professional with tertiary (degree) qualifications

#### **"Care Coordinator Manager";**

Responsible for the supervision, coordination and reporting on Care Coordination Programs such as DVA Post Hospital Stabilisation Program and the Consumer Directed Care Program. This position requires self direction and informed decision making (within the scope of practice) to ensure that the programs meet the anticipated and required outcomes for the organisation. This person performs staff and client management including community care coordination and budgeting.

It is expected that the holder of this position would have degree (Registered Nurse or relevant Allied Health Professional with tertiary (degree) qualifications) and it is preferable (but not mandatory) that the person is working towards tertiary qualifications in business/management.

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**"Clinical Nurse Specialist"**

This refers to a registered nurse with relevant post-basic qualifications and 12 months' experience working in the clinical area of his/her specified post-basic qualification or a minimum of four years' post-basic registration experience, including three years' experience in the relevant specialist field and who satisfies the local criteria.

**"Enrolled Nurse with notation" (yrs 1,2,3,4 and > 5)**

means a person registered by the Board as an Enrolled Nurse with a notation that they do not hold a Board approved qualification in medicines administration.

**"Enrolled Nurse (Endorsed Enrolled Nurse)" (yrs 1,2,3,4 and >5)**

means a person registered by the Board as an Enrolled Nurse.

**"General Services Officer" (Years >1, 1-2, > 2yrs)**

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

Typical Duties:

Indicative but not exclusive tasks include: the undertaking of domestic work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, assisting with banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

**"Registered Nurse" (yrs 1,2,3,4,5,6,7, and > 8)**

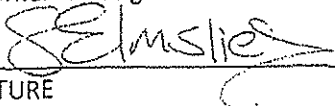
means a person registered by the Board as a Registered Nurse.

The holder of this position must have current AHPRA Registration with authority to practice as a Registered Nurse, Division 1

It is expected that any role that a Registered Nurse is utilised as a qualification, the holder of that role must ensure that registration with AHPRA is current and CPD Points are attended as required.

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I am authorised to sign this Agreement on behalf of Mayo Home Nursing Service  
and Hunter Nursing

  
SIGNATURE

Sue Ehsler - National  
HR Manager  
PRINT NAME AND TITLE

Address: 160 Sussex St  
Sydney NSW 2000

Date  
12 July 2016.



*Brett Holmes*

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

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

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Coral Levett*

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

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

*Margaret Potts*

WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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

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



Handwritten signature of Andrew Lillicrap in blue ink, written over a dotted line.

Andrew Lillicrap  
Assistant Secretary-Treasurer  
Health Services Union NSW Branch  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000



Handwritten signature of Steven John Towarnicki in black ink, written over a dotted line.

WITNESS

Steven John Towarnicki  
JP 163044  
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.*

**FAIR WORK COMMISSION**

**MATTER NO: AG2016/4424**

**UNDERTAKINGS**

1. The subclause reference at Clause 27(i)(a), which refers to subclause 26(xi), is amended and replaced with subclause 27(xi).
2. For clarity, the rates of pay set out at Appendix 1 of the Agreement, are payable from the first full pay period on or after (**FFPPOA**) the first day of the month and year set out in the tables at Appendix 1.
3. The rates of pay for 'MHNS', as set out at Appendix 1 of the Agreement, for the Care Coordinator (Degree) classification will be replaced with the following:

FFPPOA 1 July 2017 - \$41.47

FFPPOA 1 July 2018 - \$43.54

4. In lieu of the arrangements for additional leave set out at Clause 27(xi), which defines 'shiftworker' for the purposes of additional annual leave prescribed under the NES, the following definition will apply for employees employed in the General Services Officer classification listed in the Agreement:

*"For the purpose of the NES, a shiftworker is an employee who works for more than four ordinary hours on 10 or more weekends during the yearly period in respect of which their annual leave accrues and is entitled to an additional week's annual leave on the same terms and conditions."*



Sue Elmslie  
National HR Manager