



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

McKenzie Staff Pty Ltd
(AG2016/6467)

MCKENZIE AGED CARE GROUP ENTERPRISE AGREEMENT 2016

Aged care industry

COMMISSIONER LEE

MELBOURNE, 12 DECEMBER 2016

Application for approval of the McKenzie Aged Care Group Enterprise Agreement 2016.

[1] An application has been made for approval of an enterprise agreement known as the *McKenzie Aged Care Group 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 McKenzie Staff Pty Ltd. The Agreement is a single enterprise agreement.

[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, 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.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The Australian Workers' Union, Health Services Union of Australia, Australian Nursing and Midwifery Federation, Queensland Nurses' Union of Employees 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 19 December 2016. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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Annexure A



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Commissioner Lee

30 November 2016

Fair Work Commission
PO Box 1994
Melbourne VIC 3001

Dear Commissioner Lee,

Re: Application for approval – AG2016/6467 – McKenzie Aged Care Group Enterprise Agreement 2016 – Undertakings

McKenzie Staff Pty Ltd provides the following undertakings in respect of seeking approval of the above Enterprise Agreement:

1. That clauses 26.1 and 26.2 of the Enterprise Agreement will have no effect;
2. The employer will instead recognise Clauses 26.1 and 26.2 of the Aged Care Award 2010 as having effect.

Yours sincerely,

A handwritten signature in blue ink, appearing to read "Rod Opie".

Rod Opie
HR Advisor



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 this agreement.

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.

McKenzie Aged Care Group Enterprise Agreement 2016

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Part 1—Application and Operation

1. Title

This agreement is known as the McKenzie Aged Care Group Enterprise Agreement 2016.

2. Commencement

- 2.1 This Agreement commences 7 days after approval by the Fair Work Commission. It is noted that wage rates will operate per clause 14 - Rates of Pay. The Agreement will expire on 30 June 2019.

3. Definitions and interpretation

In this Agreement, unless the contrary intention appears:

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

Agreement means the *McKenzie Aged Care Group Enterprise Agreement 2016*

AHPRA means the Australian Health Practitioners' Registration Agency

Base Rate of Pay means the rate of pay set out in Schedules C and D – Wages for each classification

Continuous service means any service including paid or approved unpaid leave including parental leave, provided that any periods of unpaid leave are not counted in calculating length of service.

Day worker means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and at or before 10:30 a.m., otherwise than as part of a shift system.

FWC means Fair Work Commission

Employee means an employee employed by the Employer and covered by this Agreement

Employer means McKenzie Staff Pty Ltd – ABN 67 277 452 542

Immediate family means

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

NES means the National Employment Standards

NMBA means The Nurses and Midwifery Board of Australia

Ordinary hours worked by an employee for the employer during a week is the number worked out as follows:

- (a) start with the number of hours (if any) in the week that the employee both works and is required or requested to work, for the employer;
- (b) add the number of hours (if any) in the week when the employee is absent from his or her work for the employer on leave that counts as service;
- (c) deduct the number of hours (if any) in the week that the employee works as overtime in

accordance with this Agreement.

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

Permissible occasion has the meaning in the Act

Shift worker means an employee who is not a day worker as defined above.

Union means the unions listed at clause 4.

4. Coverage

4.1 This Agreement covers:

- (a) McKenzie Staff Pty Ltd ABN 67277452542 (the employer);
- (b) the Health Services Union;
- (c) the New South Wales Nurses and Midwives' Association;
- (d) Australian Nursing and Midwifery Federation – NSW Branch;
- (e) the Queensland Nurses' Union of Employees;
- (f) the Australian Nursing and Midwifery Federation – Queensland Branch;
- (g) the Australian Workers' Union;
- (h) Together Queensland;
- (i) and all those employees of the employer performing work within the classifications contained in this Agreement and employed at McKenzie Aged Care Group facilities in New South Wales and Queensland except for Glasshouse Views Assisted Aged Care, Seabrook Assisted Aged Care and Bribie Cove Assisted Aged Care.

5. This Agreement and the National Employment Standards

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

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

6. Complete Agreement

Other than agreements reached in accordance with Clause 7 - Agreement Flexibility this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

To the extent of any inconsistency, the NES will prevail over the content of this Agreement.

7. Agreement Flexibility

7.1 Notwithstanding any other provision of this Agreement, an employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual

needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
- (b) overtime rates;
- (c) penalty rates;
- (d) allowances; and
- (e) leave loading.

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

An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.

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

- (a) be confined to a variation in the application of one or more of the terms listed in clause 7.1; and
- (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.

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

- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
- (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
- (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
- (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
- (e) state the date the agreement commences to operate.

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

7.6 Except as provided in clause 7.4(a) the agreement must not require the approval or consent of a person other than the employer and the individual employee.

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

7.8 The agreement may be terminated:

- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
- (b) at any time, by written agreement between the employer and the individual employee.

Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 7.9** The notice provisions in clause 7.8(a) only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013. An agreement entered into before that date may be terminated in accordance with clause 7.8(a), subject to four weeks' notice of termination.
- 7.10** The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this Agreement.

Part 2—Consultation, Workload Management and Dispute Resolution

8. Consultation regarding major workplace change

8.1 Employer to notify

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

8.2 Employer to discuss change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1 the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1. No change will be introduced until discussion has occurred in accordance with this clause.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information, the disclosure of which would be contrary to the employer's interests.

8.3 Consultation about changes to rosters or hours of work

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

- (i) Provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) Invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) Give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable hours.
 - (d) The provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

8.4 Consultation in the workplace

- (a) The parties covered by this Agreement are committed to co-operating positively to increase the efficiency, productivity and competitiveness of the industry covered by this Agreement and to enhance the career opportunities and job security of employees in such industry.
- (b) The Employer, employees and the Unions commit themselves to establishing a consultative mechanism and procedures appropriate to the size, structure and needs of the workplace. Measures raised by the Employer, employees or the Unions for consideration consistent with the objectives of sub-clause (a) will be processed through that consultative mechanism and procedures.

8.5 Workload Management

- (a) The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse affects that excessive workloads may have on employee/s and the quality of resident/client care.
- (b) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (i) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
- (c) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - (i) Clinical assessment of residents' needs;
 - (ii) The demand of the environment such as facility layout;
 - (iii) Statutory obligation, (including, but not limited to, workplace health and safety legislation);

- (iv) The requirements of nurse regulatory legislation;
 - (v) Reasonable workloads;
 - (vi) Accreditation standards;
 - (vii) Budgetary considerations;
 - (viii) Skills mix.
- (d) If the issue is still unresolved, the employee/s may advance the matter through Clause 9 - Dispute Resolution.

9. Dispute resolution

9.1 If a dispute relates to:

- (a) a matter arising under the Agreement; or
- (b) the National Employment Standards;

this term sets out procedures to settle the dispute.

9.2 An employee who is a party to the dispute may appoint a representative for the purpose of the procedures in this clause.

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

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission (FWC).

9.5 FWC may deal with the dispute in 2 stages:

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

Note:

If FWC arbitrates the dispute, it may also use the powers that are available to it under the Act. A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

9.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally perform prior to the existence of the dispute unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or

- (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

9.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

Part 3—Types of Employment and Termination of Employment

10. Types of employment

10.1 Employment categories

- (a) Employees under this Agreement will be employed in one of the following categories:
- (i) full-time;
 - (ii) part-time; or
 - (iii) casual.
- (b) Each Employee, other than a casual Employee, shall receive a Letter of Appointment, stating the place of work, his or her fortnightly hours, classification, job title and name of this Agreement.

Nothing in this clause shall limit the ability of a part time Employee to agree to work additional shifts on days they would not otherwise be rostered at ordinary rates, save for any other limits prescribed by this Agreement.

10.2 Full-time employment

A full-time employee is one who is engaged to work 76 hours per fortnight or an average of 76 hours per fortnight pursuant to clause 20.1, with a minimum engagement per occasion of 4 hours.

10.3 Part-time employment

- (a) A part-time employee is employed for less than 76 ordinary hours per fortnight.
- (b) Before commencing part-time employment the employer and employee will agree in writing the specified number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) A part-time employee may, by mutual agreement, work hours in addition to regular rostered hours and all such additional hours to a maximum of 76 hours per fortnight or ordinary full time hours of that shift will be paid at ordinary time.

Provided that the additional hours so worked shall be taken into account in the *pro rata* calculation of entitlements:

- (d) A Part-time Employee must be paid for a minimum of 3 hours on any day where work is performed.
- (e) Part-time Employees shall be paid at an hourly rate equal to 1/38th of the weekly rate prescribed by the Agreement for the classification under which they are engaged.

- (f) A Part-time Employee is entitled to pro rata annual leave, personal/carers leave and long service leave.
- (g) At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an another employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
- (h) Any adjusted contracted hours resulting from a review should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

10.4 Casual employment

- (a) A Casual Employee means an Employee who is engaged as such. A casual employee will receive a minimum payment as for 2 hours' work in respect of each engagement.
- (b) The rate of payment to Casual Employees shall be 1/76th of the fortnightly wage for the classification in which they are engaged plus an additional loading of 25%.
- (c) The casual loading shall not be compounded by penalties or allowances contained within this Agreement. Penalties and allowances shall be calculated on the base rate of pay, excluding the casual loading, with the casual loading component then added on to the penalty rate of pay.
- (d) Casual Employees shall be further entitled to a pro rata payment of any allowances applicable to this Agreement.

10.5 Casual conversion to permanent employment

A casual employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment.

The new contract would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.

The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.

10.6 Duties within Skill, Competency and Training

- (a) An Employer may direct an Employee to carry out such duties as are within the limits of the Employee's skill, competence and training consistent with the classification structure of this Agreement provided that such duties are not designed to promote de-skilling.
- (b) An Employer may direct an Employee to carry out such duties and use the equipment as may be required provided that the Employee has been properly trained in the use of the equipment.
- (c) Any direction issued by an Employer pursuant to sub-clause (a) and (b) shall be consistent with the Employer's responsibilities to provide a safe and healthy working environment.

11. Termination of employment

11.1 Statement of employment

The Employer must, in the event of termination of employment, provide upon request to the employee who has been terminated a written statement specifying the period of employment and the classification or type of work performed by the employee.

11.2 Termination by the Employer

- (a) The Employer may dismiss an employee only if the employee has been given the following notice:

Period of Continuous Service	Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years.....	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in (a) above, employees 45 years old or over and who have completed at least 2 years' continuous service with the Employer are entitled to an additional week's notice.

- (c) Payment in lieu of notice will be made if the appropriate notice is not given:

Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

- (d) In calculating any payment in lieu of notice the minimum compensation payable to an employee will be at least the total of the amounts the Employer would have been liable to pay the employee if the employee's employment had continued until the end of the required notice period. The total must be worked out on the basis of:

- (i) the ordinary working hours to be worked by the employee; and
- (ii) the amounts payable to the employee for the hours including for example allowances, loadings and penalties; and
- (iii) any other amounts payable under the employee's employment contract.

- (e) The period of notice in this clause does not apply in the case of dismissal for misconduct or other grounds that justify instant dismissal, or in the case of a casual employee, or an employee engaged by the hour or day, or an employee engaged for a specific period or tasks.

- (f) A casual employee will be entitled to one hour's notice.

- (g) Unless otherwise agreed by the employer, annual leave is not deemed to form part of the notice period for the purpose of this provision.

11.3 Notice of termination by an employee

The notice of termination required to be given by an employee is at least 2 weeks unless otherwise agreed with the employer, except that in the case of an employee with no more than 12 months' continuous service, such notice period is only 1 week. In the case of a casual employee, such notice is one hour. If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under the Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

11.4 Job search entitlement

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

11.5 Abandonment of Employment

Where an employee is absent from work for a consecutive period of two working days without the consent of the employer, and without notification to the employer, the employer, following reasonable enquiry of other employees and the nominated emergency contact, shall be entitled to inform the employee in writing that unless the employee provides a satisfactory explanation for their absence within three days of the independently-verified receipt of such communication, the employee will be considered to have abandoned their employment.

12. Redundancy

12.1 Periods of approved leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.

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

12.3 Unless FWC orders otherwise, where the employment of an employee is to be terminated for the reason set out in sub-clause 12.2, the employer shall pay to affected employees in NSW, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

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

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

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

(c) "Weeks' pay" means the rate of pay for the employee concerned at the date of termination, and

shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances as prescribed in clause 26 – Shiftwork;
- (ii) weekend penalties as prescribed in clause 23 – Saturday and Sunday Work

12.4 Unless FWC orders otherwise, where the employment of an employee is to be terminated for the reason set out in sub-clause 12.2, the employer shall pay to affected employees in Queensland, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

Period of Continuous Service	Severance Pay (weeks' pay)
Less than 1 year	Nil
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
9 years or more	16 weeks

"Weeks' Pay" means the ordinary time rate of pay for the employee concerned:

Provided that the following amounts are excluded from the calculation of the ordinary time rate of pay: overtime, penalty rates, disability allowances, shift allowances, special rates, fares and travelling time allowances, bonuses and any other ancillary payments.

Part 4—Minimum Wages and Related Matters

13. Classifications

Classification definitions are set out in Schedule B – Employment Classification Descriptors. The Employer must advise its employees in writing of their classification upon commencement and upon any subsequent changes to their classification.

14. Rates of pay

The rates of pay and increases for each classification are set out in Schedules C and D – Wages – Permanent Hourly. The respective wage increases will apply from the first full pay period after each of 1 July 2016, 1 July 2017 and 1 July 2018.

15. Progression through pay points

15.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee at least 12 months as well as 1976 hours of experience including all forms of paid leave at the current pay point, having regard to the acquisition and use of skill described in the descriptors contained in Schedule B and knowledge gained through experience in the practice settings over such a period.

16. Recognition of Service and Experience –Nurses

- 16.1** From the time of commencement of employment an employee has six weeks in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may with the agreement of the employer, take the form of a statutory declaration.
- 16.2** Until such time as the employee furnishes any such documentation contemplated in sub-clause 16.1, the employer shall pay the employee at the level for which proof has been provided.
- 16.3** If within six weeks of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 16.4** If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said six weeks period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the employer.
- 16.5** An employee who is working in the same classification for more than one organisation shall notify the employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- 16.6** An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.

17. Allowances

17.1 Adjustment of allowances

The allowances at clauses 17.2 to 17.10 will increase in accordance with the percentage increases to wages in the second and third years of the Agreement.

17.2 Uniform and laundering

- (a) Where an employee is required by the employer to wear a uniform and such uniform is not supplied, the employer will pay allowances as follows:
- (i) Uniform \$0.3026 per hour worked;
 - (ii) Laundry \$0.1234 per hour worked.
- (b) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal leave/carers leave beyond 21 days.

17.3 Overtime Meal allowances (other than RN Level 4)

An employee who is required to work overtime for more than two hours, will be supplied with a meal or be paid \$16.20. The option to pay or provide a meal will be at the employer's discretion.

17.4 On-call allowance (other than RN Level 4)

- (a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the following amounts for each period of 24 hours or part thereof:

- (i) between rostered shifts or ordinary hours Monday to Friday inclusive—\$18.63; or
 - (ii) between rostered shifts or ordinary hours on a Saturday—\$27.94; or
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work— \$32.60.
- (b) An employee who is directed to remain on call on the premises during a meal break shall be paid the meal break allowance of \$10.08, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in subclause 17.4(a).
- (c) Where an employee on call in accordance with sub-clause 17.4(a), leaves the residential aged care facility and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use their own vehicle the employee shall be paid the allowance provided for at clause 17.5.

17.5 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than 78 cents per kilometre:
- (b) When an employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 17.5(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- (d) Where an employee is, by mutual agreement, working across multiple facilities as a regular pattern and is not considered to have a regular place of duty, the employee will be allocated a facility as the home facility (which is also considered as the first place of work for subclause (e)).
- (e) When working at a facility which is not the home facility, only vehicle travelling allowance as per subclause (d) will be paid from the home facility to the facility where the employee is working and back to the home facility.

17.6 Continuing Education

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to classifications above Level 1, Grade 4.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not

including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid a weekly allowance of \$17.55.

- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid a weekly allowance of \$29.24.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid a weekly allowance of \$35.08.
- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid a weekly allowance of \$11.69.
- (k) The allowances set out in sub-clauses (g), (h), (i) and (j) are not included in the employee's ordinary rate of pay.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) Where an employer has not accepted the qualifications referred to in sub-clauses (g), (h), (i) or (j) in respect of payment of such allowances, the employee may address such refusal through the dispute resolution procedure at clause 9.

17.7 In Charge Allowance

- (a) A registered nurse who is designated to be in charge and remain on site during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, \$33.68 per shift.
- (b) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse Level 1, Grade 4.

17.8 Special Responsibilities Allowance – AIN's, CSE's, Administration

A special responsibilities allowance of 30 cents per hour will be paid to an employee in a designated employee classification who is appointed to perform specialist functions and who is rostered to work a minimum of 6 shifts per fortnight. Appointment to a special responsibilities function is subject to a merit based selection process. In order to retain the special responsibilities allowance employees will be required to maintain skill and knowledge currency through ongoing training and education. Only one allowance shall be payable although an employee may elect to perform more than one special responsibility. Special responsibility allowance is paid to an employee for all hours worked.

The designated employee classification eligible for the allowance are:

AIN Grade 1 to 4; Care Service Employee Grade 1 to 2;

Administrative Employee Grade 1 to 2.

The special responsibility categories are:

- Workplace Buddy/Mentor
- Manual Handling Trainer
- Health and Safety Representative
- Continence Link Nurse

- Podiatry Link Nurse
- Palliative Care Link Nurse
- Fire Safety Officer
- Workplace Contact Officer

The maximum number of positions to receive the allowance at each facility are as listed below:

Function	Maximum No. Positions per Facility
Workplace Buddy/Mentor	1 per 20 beds
Manual Handling Trainer	1 per 12 beds
Health and Safety Representative	2 per facility covering the nursing and hotel services work groups
Continance Link Nurse	2 per facility
Podiatry Link Nurse	2 per facility
Palliative Care Link Nurse	2 per facility
Fire Safety Officer	2 per facility
Workplace Contact Officer	4 per facility

17.9 AIN Co-ordination Allowance:

An allowance of 64 cents per hour worked will be paid to AIN's at Grade 3 or Grade 4 for each shift when they are designated on the roster as having responsibility for the co-ordination of other AIN's. That co-ordination may be in respect of (but not limited to) the following:

- meal breaks
- work task allocation
- ensuring delivery of resident morning/afternoon teas
- delivery of supplements, fluids and other dietary requirements
- turning schedules
- ACFI documentation.

Such AINs may also hold or be working towards a Certificate IV in Frontline Management.

17.10 Physiotherapy Assistance Allowance:

An allowance of 64 cents per hour worked will be paid to AINs for each shift when they are designated on the roster as physiotherapy assistants. Such AINs are trained to the Level of Certificate IV in Allied Health Assistance or other qualification deemed equivalent.

18. Payment of wages

18.1 Wages will be paid fortnightly.

18.2 Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales or Queensland as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.

18.3 Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.

18.4 Where the employer has overpaid an employee, the employer shall notify the employee in writing of

such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

19. Superannuation

19.1 The employer will make superannuation contributions of 10% of ordinary times earnings into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

19.2 An 'approved fund' means:

- (a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
- (b) HOST Plus; or
- (c) AMP; or
- (d) REST; or
- (e) Health Super; or
- (f) Sunsuper; or
- (g) BT Lifetime Super.

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

19.4 Should an employee fail to nominate a fund, the employer will choose HESTA which is a My Super fund as the default fund into which contributions shall be paid under this Agreement.

19.5 The employer's superannuation contributions will be calculated on an employee's ordinary time earnings, as defined by Super Guarantee Ruling SGR 2009/2.

19.6 Contributions:

The employer shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.

19.7 Salary Sacrifice to Superannuation

- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (c) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.

- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

Part 5—Hours of Work and Related Matters

20. Ordinary hours of work

- 20.1** The ordinary hours of work for a full-time employee will be an average of 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.
- 20.2** The hours of work prescribed in sub-clause 20.1 may be arranged as follows:
- (a) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
 - (b) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle; or
 - (c) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (d) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than five days in the week; or
 - (e) as otherwise agreed in writing between the employer and the employee.
- 20.3** Each employee shall be entitled to not less than 8 full days in each month free from duty or four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- 20.4** Each shift shall consist of no more than 10 hours with not less than eight hours break between each shift; provided that such 10 hour shifts are by mutual agreement. An employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.
- 20.5** An employee who has worked a rostered shift on one day may elect to return to work later on in that day to work a shift that has become available due to illness or an emergency. Where the total hours worked on that day exceed 10 hours, overtime provisions will apply.
- 20.6** Employees must receive a minimum break of eight (8) hours between ordinary rostered shifts, except in the circumstances described in subclause 20.7.
- 20.7** Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time.
- 20.8** The employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a resident's health status.

21. Accumulation and taking of accrued days off (ADOs)

- 21.1** Where an employee is entitled to an ADO, in accordance with the arrangement of ordinary hours of work as set out in clause 20.1, ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 21.2** With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.

21.3 An employee will be paid for any accumulated ADOs, or part thereof, at ordinary rates, on the termination of their employment for any reason.

22. Roster

22.1

- (a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed at least 14 days prior to the commencing date of the first working period in any roster subject to sub-clause (b).
- (b) Sub-clause (a) shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.

22.2

- (a) A roster may be altered at any time so as to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been their rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.
- (b) Sub-clause (a) shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- (c) Any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in Clause 3 – Definitions.
- (d) Where an employee is entitled to an accrued day off duty in accordance with clause 21, that accrued day off duty is to be shown on the roster of hours for that employee.

23. Saturday and Sunday work

Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

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

24. Breaks

24.1 Meal breaks

- (a) An employee who is rostered to work in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, by mutual agreement employees who work shifts of six hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

24.2 Rest pauses

- (a) Every employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.

- (c) Tea breaks will count as time worked.

25. Overtime

25.1 Overtime penalty rates

- (a) Hours worked in excess of the rostered ordinary hours on any day or shift prescribed in clause 20—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Friday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Saturday and Sunday—double time;
 - (iii) Public holidays—double time and a half.
- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 26.
- (c) Part-time employees

All time worked by part-time employees in excess of the designated full-time shift length will be overtime and will be paid as prescribed in clause 25.1(a).

25.2 Time off in lieu of payment for overtime (TOIL)

- (a) Subject to mutual agreement in writing between the Employer and the Employee, an Employee may be compensated for working overtime in lieu of payment for such work by being allowed time off work for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (b) should overtime in excess of 2 hours be consecutively worked on any one work period, such overtime in excess of 2 hours shall be taken at or paid at the rate of double time.
- (c) An Employee shall be required to clear accumulated time off in lieu within 3 months of the overtime being worked. The Employee shall be paid for the overtime worked at the appropriate overtime rate in the following instances:
 - (i) where the Employer is unable to release the Employee;
 - (ii) at the time of termination by either party under any circumstances.

25.3 Rest period after overtime

- (a) An Employee who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had at least 10 consecutive hours off duty between those times, shall, subject to clause 21, be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instructions of their Employer, such an Employee resumes or continues work without having had 10 consecutive hours off duty they shall be paid double rates until they are released from duty for such period, and such Employee shall then be entitled to be absent until they have had 10 consecutive hours off duty, without loss of pay for ordinary working time occurring during such absence.
- (b) The provisions of this clause shall apply in the case of shift workers who rotate from one shift to another as if 8 hours were substituted for 10 hours when overtime is worked:
 - (i) to permit changes of shift rosters; or

- (ii) in any other case agreed upon by the Employer and the majority of Employees and if requested by the relevant union/s.

25.4 Rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

25.5 Recall to work

- (a) An employee who is recalled to work after leaving the Employer's premises will be paid for a minimum of three hours' work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.

25.6 This clause is not applicable to RN Level 4.

26. Shiftwork

26.1 Employees shall be paid the following percentages in addition to their ordinary pay, for shifts rostered as follows:

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

26.2 Notwithstanding sub-clause 26.1, employees working less than the hours prescribed for a full-time employee within clause 20.1 - Hours shall only be entitled to the additional rates where their shifts commence prior to 6:00a.m. or finish subsequent to 7:00 p.m.

26.3 The employer may agree to the written request of an employee to work what would normally be a day shift job outside of day shift hours and not be paid any shift or weekend penalties.

- (a) No employee shall be coerced into requesting such a pattern of hours.
- (b) An arrangement agreed under this subclause must not change or affect any other employee's number or pattern of working hours.
- (c) The employee may opt out of an agreed arrangement under this subclause at any time by providing two weeks' written notice, in which case the employee shall revert to the original day shift roster and pattern of hours.

26.4 The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 23—Saturday and Sunday work and clause 30—Public holidays applies.

27. Higher duties

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

- (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.

27.2 Higher duties allowance does not apply to RN Level 4 positions.

Part 6—Leave

28. Annual leave

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

28.1 Accrual of Annual Leave

- (a) Each employee shall accrue 5 weeks paid annual leave, for each year of continuous service with the employer.
- (b) Annual leave shall accrue on a pro-rata basis.
- (c) An employee who is a shift worker is entitled to an additional week's paid annual leave for each 12 month period of continuous service as a shift worker. A shift worker for the purposes of this clause is defined as an employee who is regularly rostered to work a combination of the 3 shifts per day (day, evening and night) over a period of 7 days per week.

28.2 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary pay immediately before the period begins. An employee may elect to be paid for annual leave in accordance with normal pay cycles.
- (b) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (c) Annual leave loading, if any, shall be paid in accordance with clause 28.5 of this Agreement.

28.3 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving at least 4 weeks' notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.
- (d) Excessive accumulated annual leave: An employee must take an amount of annual leave during a particular period if:

- (i) Following consultation with the employee, the employee is directed to do so by the employer;
- (ii) at the time that the direction is given, the employee has more than 8 weeks annual leave (10 weeks if a shift worker) credited to them; and
- (iii) the amount of annual leave that the employee is directed to take is no more than 2 weeks unless otherwise agreed.

28.4 Cashing out of Annual Leave

Annual leave credited to an employee may be cashed out, subject to the following conditions:

- (a) the employee must elect in writing no more than once in any 12 month period to receive pay in lieu of an amount of annual leave;
- (b) following any cashing out, an employee must retain at least 4 weeks leave to be taken in the normal manner;
- (c) the employer has agreed to the employee cashing out the annual leave; and
- (d) such cashing out is payable in the same manner as if the employee had actually taken leave, including leave loading.

28.5 Annual Leave Loading

- (a) Employees will be entitled to annual leave loading of 17.5% on four weeks of the appropriate weekly rate of pay.
- (b) A shift worker as defined at 28.1(c) will receive either the loading or shift allowances and weekend penalties, whichever is the greater, for 5 weeks. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 30 - Public Holidays.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- (d) Where the employment of an employee is terminated and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at the termination date, the employee will be paid the amount that would have been payable had the employee taken that leave.

28.6 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.

28.7 Purchased Leave

- (a) Purchased Leave enables employees, by mutual agreement with their Employer, to access up to twenty (20) working days unpaid additional leave in a twelve (12) month period, with salary deductions for the nominated period(s) averaged over the whole year rather than at the time the leave is taken. Purchased leave will not be approved for employees with excess accruals of annual leave.
- (b) On application by the employee to purchase leave, the period for which they wish to take such leave must be declared. Approval of such leave will be dependent upon the employer's ability to release the employee for that period.
- (c) Purchased Leave may be taken in conjunction with other types of leave. Purchased Leave may not be used to break a period of Long Service Leave.

- (d) Purchased Leave must be used in the twelve (12) month period in which it is purchased.
- (e) Purchased Leave and associated salary deductions will be based on the employee's average daily hours (seven (7) hours thirty six (36) minutes for full time employees) and the employee's substantive salary.
- (f) The Employer may grant Purchased Leave, subject to operational requirements. Once approval has been granted, the arrangement may only be varied or cancelled in extraordinary circumstances.
- (g) Where the arrangement, because of extraordinary circumstances, has been varied or cancelled and requires a refund of salary deductions, the refund will be made as a lump sum no later than two (2) pay periods following notification of the variation or cancellation.
- (h) Where the employee's employment terminates, deductions made for Purchased Leave not yet taken will be repaid.
- (i) Where the employee's employment terminates and there are outstanding deductions for Purchased Leave, the employee may elect to have the amount treated as overpayment of salary or offset against Annual Leave credits.
- (j) Requests must be approved by the Facility Manager and will be assessed on an annual basis, based on the operational requirements of the Facility. Approval will be for one (1) year only and where such an arrangement is put in place the period or periods of leave taken subject to this clause must be fixed at the commencement of the calendar year.

29. Long service leave

Long service leave will be in accordance with Schedule E.

In summary, employees accrue one week's leave for each year of continuous service. Such leave is accessible after seven years' service.

30. Public holidays

- 30.1** An employee is entitled to a day off on a public holiday, subject to subclauses 30.2 and 30.3.
- 30.2** The employer may request an employee to work on a particular public holiday.
- 30.3** The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act. This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 30.4** Public holidays will be allowed to employees without loss of ordinary pay.
- 30.5** For the purposes of this agreement, the following shall be deemed to be public holidays:
 - (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day. Easter Sunday is also a public holiday in NSW only.
 - (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 30.5(a), then the substituted day or part-day is the public holiday.
 - (c) Subject to subclause 30.6, any other day duly proclaimed and observed as a public holiday

within the area in which the facility is situated.

30.6 In addition to those named public holidays specified in sub-clause 30.5(a), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:

- (a) On the day on which the August Bank Holiday is observed; or
- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
- (c) On a gazetted and proclaimed local public holiday e.g. Show Day.
- (d) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed in each facility. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all employees in that facility, provided however that if no such election is duly made, the extra public holiday will be observed on the proclaimed show holiday for the area in which the facility is located.
- (e) Notwithstanding anything elsewhere contained in this agreement, this subclause shall apply in substitution for a local public holiday or half public holiday proclaimed and observed in any local government area or part of a local government area under subclause 30.5(b) or (c).

30.7 It is the intention of this agreement that an employee will ordinarily be entitled to 11 public holidays (12 in NSW) per annum, being the ten named public holidays (eleven in NSW) under subclause 30.5(a) and the extra public holiday under subclause 30.6.

30.8 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties and casual loading as follows:

- (a) **Full-time Employees:** Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
- (b) **Permanent Part-time Employees:** Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
- (c) **Casual Employees:** Double time and one-half the base rates of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 10.4(b).

30.9 Full-time shift-workers rostered off duty on a public holiday shall be paid one day's pay in addition to the weekly rate, or if the employee so elects have one day added to be taken in conjunction with their period of annual leave.

30.10 Part-time employees rostered off duty on a public holiday will be paid an average day's pay, but only when that employee regularly works the day of the week on which the public holiday falls. That is, where the part-time employee has worked that day of the week for at least 50% of the time during the previous 3 months, they are entitled to payment. Average day's pay means the hours worked by that employee in the previous 3 months divided by the number of days actually worked.

30.11 The election referred to in subclause 30.6(d) is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

30.12 **Accrued day off on public holidays – full-time employees**

Where an employee's accrued day off falls on a public holiday, another day, determined by the

employer, will be taken instead within the same four week work cycle, where practical.

31. Parental Leave

Parental Leave is provided for in the NES.

By way of summary:

- (a) All employees are eligible for unpaid parental leave if they have completed a minimum of 12 months continuous service immediately before the birth or adoption of a child.
- (b) The basic entitlement is up to 12 months unpaid parental leave at the time of birth or adoption.
- (c) Casual employees who have been engaged on a regular and systematic basis for a period of 12 months also have access to this entitlement.

32. Paid personal/carer's leave

32.1 Entitlement to paid personal/carer's leave

(a) Amount of leave

An employee, other than a casual employee, is entitled to paid personal/carer's leave of 10 days per annum.

(b) Accrual of leave

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

32.2 Taking paid personal/carer's leave

An employee may take paid personal/carer's leave if the leave is taken:

- (a) because the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (c) because the employee needs to take leave to attend to issues related to domestic or family violence.

32.3 Employee taken not to be on paid personal/carer's leave on public holiday

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

32.4 Payment for paid personal/carer's leave

If, in accordance with this clause, an employee takes a period of paid personal/carer's 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.

33. Unpaid carer's leave

33.1 Entitlement to unpaid carer's leave

An employee is entitled to 2 days of unpaid carer's leave for each occasion (a 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) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member; or
- (c) the employee needing to take leave to attend to issues related to domestic or family violence.

33.2 Taking unpaid carer's leave

- (a) An employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as referred to in clause 33.1.
- (b) An employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the employee and his or her employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

34. Compassionate leave

34.1 Entitlement to compassionate leave

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.

34.2 Taking compassionate leave

- (a) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) 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 Clause 34.1; or
 - (ii) after the death of the member of the employee's immediate family or household referred to in Clause 34.1.
- (b) An employee may take compassionate leave for a particular permissible occasion as:
 - (i) a single continuous 2 day period; or
 - (ii) 2 separate periods of 1 day each; or
 - (iii) any separate periods to which the employee and his or her employer agree.

- (c) 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.

34.3 Payment for compassionate leave (other than for casual employees)

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.

35. Notice and evidence requirements

35.1 Notice

- (a) An employee must give the Employer notice of the taking of leave under Clauses 32–34 by the employee.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the employer of the period, or expected period, of the leave.

35.2 Evidence

- (a) An employee who has given his or her employer notice of the taking of leave under Clauses 32-34 must, if required by the Employer, give the employer evidence that would satisfy a reasonable person that:
 - (i) if it is paid personal/carer's leave—the leave is taken for a reason specified in Clause 32.2 (however a medical certificate from a duly qualified practitioner or a statutory declaration will only be required where the absence through illness is greater than 2 days); or
 - (ii) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in Clause 33.1; or
 - (iii) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 34.1.
- (b) Notwithstanding this clause, the employer will require medical certificates or statutory declarations for any occasion of absence on public holidays otherwise rostered to work or on the day immediately before or after absences on annual leave.

35.3 Compliance

An employee is not entitled to take leave under clauses 32–34 unless the employee complies with this clause.

36. Community service leave

Community service leave is provided for in the NES. The NES sets out the entitlements for community service which is currently voluntary emergency management activity and jury service.

37. Ceremonial leave

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

38. Natural Disaster Leave

Where extraordinary circumstances arise caused by a natural disaster and an employee has no means of attending the workplace, the employee shall be permitted, following authorization from the Facility Manager or delegated person to do the following:

- (a) Swap a shift with another employee who is available and capable of doing the work without penalty to the employer; or
- (b) Request payment for a single day/s annual leave; or
- (c) Request leave without pay.

If it is considered that inappropriate use of natural disaster leave has occurred, the employee may be called upon to give proof of the natural disaster to the employer.

Part 7—Training and other matters

39. Training

- 39.1** Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- 39.2** Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 39.3** Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 39.4** Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
 - (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
 - (b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - (c) Notwithstanding Clause 25 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
 - (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
 - (e) When receiving travelling time as set out in sub-clause (d), an employee using their own vehicle for attendance at such training shall be paid in accordance with clause 17.5.
 - (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 20 - Hours. Where practicable, similar arrangements should also be made available to all other employees.
 - (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
 - (h) Clause 20.8 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 break between ordinary shifts.

40. Attendance at meetings

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

41. Industrial Training Leave

An employee is entitled to attend training conducted by the Unions that is relevant to industrial relations and all other matters pertaining to the workplace.

The training will be provided at no cost to the Employer.

Payment to the employee for attendance at the training will be paid by the Employer at base rates.

Employees will be eligible for no more than 3 days per year paid training which will not be cumulative from one year to the next. No more than one (1) employee at a time will be absent from the workplace on such leave.

If the training coincides with the employee's rostered day off there will be no additional cost to the Employer.

42. Trainees and Supported Wage System Employees:

42.1 Trainees may be employed in accordance with the National Training Wage Schedule.

42.2 Employees who are assessed as being eligible for a supported wage may be employed in accordance with the provisions of the Supported Wage System Schedule.

43. No extra claims

43.1 There will be absorption of any other FWC determination, safety net adjustment, minimum rate adjustment, or living wage case decisions available during the life of the Agreement.

43.2 Notwithstanding the above, no employee will fall below the Award during the life of this Agreement.

43.3 There will be no further wage increases sought or granted except as provided under the terms of this Agreement.

44. Renegotiation

Discussions for a replacement Agreement will begin no later than 3 months prior to the expiry date of this Agreement.

Schedule A—Classification Structure

NURSES:		GENERAL EMPLOYMENT:	
AIN	Grade 1	Care Service	New Entrant
	Grade 2		Grade 1
			Grade 2
AIN (min Cert III)	Grade 3		Grade 3
	Grade 4	(Cert III)	Grade 4
			Grade 5
		Maintenance - Trades	
EN	Grade 1	Activities Officer/Diversional Therapist	
	Grade 2		Grade 1
	Grade 3		Grade 2
			Grade 3
RN Level 1	Grade 1	(minimum Ass. Dip.)	Grade 4
	Grade 2		Grade 5
	Grade 3		
	Grade 4	Clerical	Grade 1
			Grade 2
RN Level 2			Grade 3
			Grade 4
			Grade 5
RN Level 3			
RN Level 4			

Schedule B—Employment Classification Descriptors

This Schedule contains the following employment classifications and definitions:

- A. GENERAL EMPLOYMENT CLASSIFICATION DESCRIPTORS
- B. NURSES' EMPLOYMENT CLASSIFICATION DESCRIPTORS

A. GENERAL EMPLOYMENT CLASSIFICATION DESCRIPTORS

1. CARE SERVICE EMPLOYEES

- 1.1 Care Service Employee New Entrant** means an employee with less than 3 months work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

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

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

- 1.2 Care Service Employee Grade 1** means an employee who has more than 3 months' work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. An employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows:

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

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

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

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

Typical Duties - Grade 2 - Maintenance Stream: Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no

tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and repotting schedules. Carry out physical inspections of property and premises and report.

1.4 Care Service Employee Grade 3 means an employee appointed to this level who holds appropriate Qualifications/Experience acceptable to the employer and is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the residential aged care facility.

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

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

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

1.5 Care Service Employee Grade 4 means an employee appointed to this level who holds a Certificate III or other appropriate qualifications/experience acceptable to the employer is required to act on them and:

- is designated by the employer as having the responsibility for leading and/or supervising the work of others and
- is required to work individually with minimal supervision.

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

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

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

1.6 “Care Service Employee Grade 5” means an employee appointed by the employer to a higher level of supervisory/co-ordination/management functions than those defined for CSE 4.

1.7 Other

“Activities Officer” means a person who provides and facilitates group and individual leisure and recreational activities. The employee at Grades 1, 2 or 3 does not possess a minimum Associate Diploma qualification.

An Activities Officer is engaged at Grade 1. Progression to Grade 2 will occur following 12 months and 1976 hours experience at Grade 1. Progression to Grade 3 will occur similarly. An Activities Officer may not progress beyond Grade 3 without satisfying the qualifications requirement.

“Diversional Therapist” means a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved course at a minimum Associate Diploma Level.

Such an employee is engaged at Grade 4. Progression to Grade 5 will occur following 12 months and 1976 hours experience at Grade 4 or, in the employer’s opinion, equivalent skills/experience.

“Maintenance Supervisor (Tradesperson)” means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

2. CLERICAL & ADMINISTRATIVE EMPLOYEES

- (a) Grades: All employees shall be appointed to one of the following grades.
- (b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by the employer, is of a clerical nature and is herein described.

2.1 A Clerical & Administrative Employee Grade 1 position is described as follows:

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

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

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

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

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

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

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

Grade 1 - Team: Complete allocated tasks.

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

2.2 A Clerical & Administrative Employee Grade 2 position is described as follows:

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

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

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

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

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

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

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

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

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

2.3 A **Clerical & Administrative Employee Grade 3** position is described as follows:

- (i) The employee may work under limited supervision with checking related to overall progress.
- (ii) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (iii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

2.5 A Clerical & Administrative Employee Grade 5 position is described as follows:

- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

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

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

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

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

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

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

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

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

B. NURSES' EMPLOYMENT CLASSIFICATION DESCRIPTORS

B.1 ASSISTANT IN NURSING

An Assistant in Nursing means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor who is under the direct control and supervision of a Registered or Enrolled Nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to residents.

Nursing care means:

- The promotion of health, prevention of illness and care of physically ill, mentally ill and disabled elderly residents in our care.
- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered or enrolled nurse to carry out the work described in Schedule B.2 and B.3.

B.1.1 AIN Grade 1, 2

An Assistant in Nursing is engaged at Grade 1 (include trainees working towards a Certificate III).

Progression to Grade 2 will occur following 12 months and 1976 hours experience.

An employee at this level is required to:

- (a) observe organisational mission, cornerstones, policies and procedures;
- (b) exercise discretion and judgement within their level of skill and training;
- (c) receive on or off the job training or has received training;
- (d) work under direct or indirect supervision of an enrolled or registered nurse;
- (e) demonstrate an understanding of standards required in the aged care sector and the healthcare standards required by the code of conduct for unregulated health care workers and actively participate in the implementation of those standards;
- (e) active involvement in, and contribution to, continuous improvement.

Indicative tasks/skills of this level may include but not be limited to the following:

- (a) provide input on observation to the EN/RN registered nurse;
- (b) input into documentation; record on standard structured pro forma;
- (c) assist in delivery of nursing care under direct or indirect supervision of the enrolled or registered nurse;
- (d) assist with medications on the request of the client/resident within a delegated or assigned range of duties by the enrolled or registered nurse, subject to legislative requirements and relevant professional standards and guidelines;
- (e) report the outcomes of episodes of resident care and any change to a resident's health status to the EN/RN registered nurse for evaluation.

B.1.2 AIN Grade 3, 4

Progression to Grade 3 will only occur if the employee possesses at least a relevant Certificate III qualification,

Progression to Grade 4 will occur following 12 months and 1976 hours experience at Grade 3.

An employee at this level will perform work above the skills of a Grade 2 employee and perform tasks and will have obtained proficiency and qualifications to perform work at this level.

In addition to Grade 1 and 2, an employee at this level is required to:

- (a) have obtained a Level III Certificate in Residential Age Care or equivalent;
- (b) observe organisational mission, cornerstones, policies and procedures;

Indicative tasks/skills of this level, in addition to Grade 2, may include but not be limited to:

- (a) assist in delivery of nursing care under direct or indirect supervision of the EN/RN;
- (b) report and document all observed changes in residents' health, well-being or behaviour to the EN/RN;
- (c) input into resident assessment by the registered nurse;
- (d) input into documentation; using a variety of flow charts;
- (e) data collection; practices within safety and quality assurance guidelines;
- (f) input into orientation of staff as directed by the registered health practitioner;
- (g) assist employees undertake structured training developed by registered health practitioners.

B.2 ENROLLED NURSE

An employee at this level will have obtained proficiency and qualifications necessary to perform work at this level.

An employee at this level is required to:

- (a) appear on the Australian Health Practitioner Regulation Agency Register of Practitioners as an Enrolled Nurse (Division 2)
- (b) observe organisational mission, cornerstones and policies and procedures;
- (c) work under the direct or indirect supervision of a registered nurse;
- (d) exercise discretion and decision making/responsibility within the relevant NMBA approved standards for practice and decision making framework;
- (e) keep responsibility for their actions
- (f) assist in the provision of on-the-job and In Service training developed by registered health practitioners;
- (g) demonstrate the effective application of standards required in the age care sector and the professional standards required by the NMBA.

Indicative tasks/skills of this level may include but are not limited to:

- (a) administer medications in accordance with their scope of practice and in line with relevant state drugs and poisons legislation;
- (b) must be deemed competent to administer medications and be accountable in providing delegated resident care;
- (c) input to the registered nurse into formulation, implementation and evaluation of the resident care plan;
- (d) report and document all observed changes in residents' health, well-being or behaviour and distinguish normal from abnormal reporting changes to RN;
- (e) input into orientation of staff as directed by registered health practitioners;
- (f) coordination of team resources;
- (g) practices within safety and quality assurance guidelines.

B.3 REGISTERED NURSE

B.3.1 Registered Nurse Level 1 - Grades 1, 2, 3 and 4

The Registered Nurse is the first level nurse who is licenced to practice nursing without supervision and who assumes accountability and responsibility for own actions and acts to rectify unsafe nursing practice and/or unprofessional conduct.

An employee at this level performs their duties:

- (a) according to their level of competence; and
- (b) under the general guidance of, or with general access to a more competent registered nurse who provides work related support and direction; and
- (c) whose degree of expertise will increase as the RN advances through this level.

An employee at this level will perform work in accordance with NMBA Registered Nurse Standards for Practice as well as the following:

An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse (Division One)
- (b) observe organisational mission, cornerstones, policies and procedures;
- (c) work under minimal supervision and will supervise other direct care employees;
- (d) exercise discretion and decision making/responsibility within the relevant NMBA approved standards for practice and decision making framework;
- (e) provide training in clinical care;
- (f) demonstrate the effective application of standards in the age care sector and the professional standards required by the NMBA;
- (g) undertake the assessment of residents' needs.

Indicative tasks/skills in addition to an Enrolled Nurse, may include but not limited to:

- (a) accountability for resident' care;
- (b) delivers direct and comprehensive resident care and individual case management to residents;
- (c) supervise and delegate care given by other lower level direct care staff;
- (d) undertakes a comprehensive assessment of resident needs and formulates, implements and evaluates a plan of care;
- (e) monitors resident outcomes of care and re-evaluates the resident plan of care accordingly;
- (f) provides support, direction and training/education to less experienced staff and participates in orientation and induction activities for lower level staff as required;
- (g) perform competency assessments of lower level staff.

B.3.2 Registered Nurse Level 2 – RN Supervisor, ACFI Co-ordinator, Clinical Nurse Educator

An employee appointed to this level will perform work above and beyond the skills of a Registered Nurse Level 1 and will have obtained proficiency and qualification necessary to perform work at this level. The Level 2 functions in more complex situations while providing support and direction to other nursing and other non-registered nursing personnel. The Level 2 applies critical reasoning and problem solving skills greater than Level 1. The employee at this level will perform work in accordance with the NMBA Registered Nurse Standards for Practice as well as the following:

An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse (Division 1) and have attained a relevant specialty qualification;
- (b) observe organisational mission, cornerstones, policies and procedures;
- (c) work under the direction of a more senior registered nurse and would supervise others;
- (d) exercise discretion and decision making/responsibility within the relevant NMBA approved standards for practice and decision making framework;
- (e) demonstrate the effective application of standards required in the age care sector and the
- (f) professional standards required by the NMBA.

Indicative tasks/duties required for this level, in addition to Registered Nurse Level 1, may include but are not limited to:

- (a) delivers direct and comprehensive care and individual case management to a specific group of residents/clients or to residents/clients in a particular area of nursing practice within the clinical setting;
- (b) provides support, direction, orientation and education to Registered Nurse Level 1, Enrolled Nurses and Assistants-in-Nursing;
- (c) undertakes clinical competency assessment of lower level staff;
- (d) is responsible for planning, coordinating and evaluating services related to a particular group of residents/clients as delegated by a more senior registered nurse.

B.3.3 Registered Nurse Level 3

An employee appointed to this level will perform work above and beyond the skill of a Registered Nurse Level 2 and will have obtained proficiency and qualification necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA Registered Nurse Standards for Practice as well as the following.

A registered nurse Level 3 position is an advanced practice position requiring a specialised advanced clinical expertise and/or specialised skill set inclusive of, by not limited to:

- expertise in the provision of direct care and/or support of systems and/or education and/or research and/or professional leadership
- consultation and provision of advice within scope of practice
- responsibility for explicit professional content and context expertise
- responsibility for a cohort of staff reporting to the position.

An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse (Division One) and has a relevant tertiary qualification;
- (b) observe organisational mission, cornerstones, policies and procedures;
- (c) supervise a range of clinical staff;
- (d) work under minimal supervision;
- (e) exercise discretion and decision making/responsibility within the relevant NMBA approved standards for practice and decision making framework;

Indicative tasks/skills of this level, in addition to Registered Nurse Level 2, may include but not limited to:

- (a) co-ordinates or manages nursing or multidisciplinary service team providing care to residents/clients;

- (b) provides leadership and role modelling in relation to research and quality improvement processes and the application of evidence based practice;
- (c) is accountable for the management of human and material resources within a specified span of control, including the development, implementation and evaluation of staffing methodologies for care delivery;
- (d) implements and evaluates staff education and development programs;
- (e) participates in policy and procedure development, implementation and evaluation;
- (f) acts as a consultant in the employee's own area of proficiency for the purpose of facilitating the provision of quality nursing practice and care.

B.3.4 Registered Nurse Level 4 – Clinical Care Manager

An employee appointed to this level will perform work above and beyond the skills of a Registered Nurse Level 3 and will obtain proficiency and qualifications necessary to perform work at this level. The employee at this level will perform work in accordance with NMBA Registered Nurse Standards for Practice as well as the following:

An employee at this level is required to:

- (a) appear on the AHPRA Register of Practitioners as a Registered Nurse (Division One)
- (b) observe organisational mission, cornerstones, policies and procedures;
- (c) work under minimal supervision and would supervise other employees;
- (d) exercise discretion and decision making/responsibility within the relevant NMBA approved standards for practice and decision making framework
- (e) demonstrate the effective application of standards in the Age Care Industry and the professional standards required by the NMBA.
- (f) be responsible for operational planning and decision making for span of control.

Indicative tasks/skills of this level, in addition to Registered Nurse Level 3, may include but not limited to:

- (a) an expert in clinical practice;
- (b) conduct and/or coordinate research and quality improvement initiatives to inform clinical and non-clinical practice improvements.

Schedule C—Wages – Nursing Staff – Permanent Hourly

1	2	3	4	5
Classification	As at 30.6.16	* FFPP after 1.7.16	* FFPP after 1.7.17	* FFPP after 1.7.18
Assistant in Nursing		+ 3.25%	+ 2.4%	+ 2.4%
AIN - Grade 1	\$19.46	\$20.09	\$20.57	\$21.07
AIN Grade 2	\$19.97	\$20.62	\$21.11	\$21.62
AIN (Min Cert III) - Grade 3	\$20.61	\$21.28	\$21.79	\$22.31
AIN (Min Cert III) - Grade 4	\$21.16	\$21.85	\$22.37	\$22.91
Enrolled Nurses			+ 2.4%	+ 2.4%
EN - Grade 1	\$24.02	\$24.88	\$25.48	\$26.09
EN - Grade 2	\$25.24	\$26.00	\$26.62	\$27.26
EN - Grade 3	\$26.40	\$27.19	\$27.84	\$28.51
Registered Nurses		+ 3%	+ 2.4%	+ 2.4%
RN Level 1				
Grade 1	\$28.01	\$28.85	\$29.54	\$30.25
Grade 2	\$30.55	\$31.47	\$32.22	\$33.00
Grade 3	\$33.16	\$34.15	\$34.97	\$35.81
Grade 4	\$35.90	\$36.98	\$37.86	\$38.77
RN Level 2	\$38.08	\$39.22	\$40.16	\$41.13
RN Level 3	\$40.89	\$42.12	\$43.13	\$44.16
RN Level 4	\$41.47	\$42.71	\$43.74	\$44.79
* First Full Pay Period				

Schedule D—Wages – Non-Nursing Staff – Permanent Hourly

1	2	3	4	5
Classification	As at 30.6.16	* FFPP after 1.7.16	* FFPP after 1.7.17	* FFPP after 1.7.18
		+ 3.25%	+ 2.4%	+ 2.4%
Care Service				
Care Service - New Entrant	\$19.14	\$19.76	\$20.24	\$20.72
Care Service - Grade 1	\$19.60	\$20.24	\$20.72	\$21.22
Care Service - Grade 2	\$19.93	\$20.58	\$21.07	\$21.58
Care Service - Grade 3	\$20.72	\$21.39	\$21.91	\$22.43
Care Service - Grade 4	\$20.96	\$21.64	\$22.16	\$22.69
Care Service - Grade 5	\$25.43	\$26.26	\$26.89	\$27.53
Maintenance - Trades	\$22.20	\$22.92	\$23.47	\$24.03
Activities Officer/Div Therapist				
- Grade 1	\$20.02	\$20.67	\$21.17	\$21.67
- Grade 2	\$20.40	\$21.06	\$21.57	\$22.09
- Grade 3	\$20.72	\$21.39	\$21.91	\$22.43
- Grade 4 (Minimum Ass. Dip.)	\$22.17	\$22.89	\$23.44	\$24.00
- Grade 5	\$22.89	\$23.63	\$24.20	\$24.78
Clerical				
Clerical - Grade 1	\$20.37	\$21.03	\$21.54	\$22.05
Clerical - Grade 2	\$21.06	\$21.74	\$22.27	\$22.80
Clerical - Grade 3	\$21.96	\$22.67	\$23.22	\$23.78
Clerical - Grade 4	\$22.74	\$23.48	\$24.04	\$24.62
Clerical - Grade 5	\$23.49	\$24.25	\$24.84	\$25.43
* First Full Pay Period				

Schedule E—Long Service Leave

Entitlement

1. From 6 April 2010, an employee who completes 7 years continuous service shall be entitled to long service leave at the rate of 1 week for each year of continuous service and a proportionate amount for an incomplete year of service. Accruals prior to that date will be in accordance with the provisions of the relevant award-based transitional instruments.
2. An employee may access long service leave after 7 years continuous service. Service prior to the making of this Agreement will count towards that access point.
3. Long service leave is paid at the rate of pay payable to the employee at the time of taking leave.
4. Long service leave applications will be granted subject to the employer's operational requirements. However the employer will not unreasonably refuse such applications.

Conditions

The following provisions shall apply in respect to long service leave:

- (a) An application for leave shall be made in writing to the Employer with at least 4 weeks' notice of the requested dates.
- (b) The employee shall be given timely advice of whether or not leave is approved.
- (c) Following 10 years' service, the employer may require an employee to take at least 4 weeks long service leave by giving three months written notice.
- (d) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave.
- (e) The minimum period of long service leave which may be taken at any one time shall be four (4) weeks unless under special arrangements. with the Employer.
- (f) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement set out in paragraph (e).

Pro-Rata Long Service Leave

In the case of an employee who has completed 7 years continuous service, and whose service has been terminated -

- (a) by the employee's death;
- (b) by the employee;
- (c) by the employer,

the employee will be paid any accruals of long service leave.

Where an employee dies, the amount which would have been payable to that employee had that employee terminated on the date on which the employee actually died shall be paid to the employee's estate.

Part-Time and Casual Employees - Long Service Leave

A part-time and casual employee accrues long service leave on a proportionate basis of the entitlement for a full-time employee.

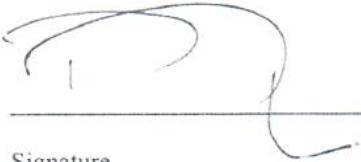
In determining the length of absence of a part-time employee on long service leave, employees should apply for the number of ordinary hours they would have been at work for the required period. The debit against the balance of accrued leave is to be the actual number of hours absent from duty as described. This principle also applies in the case of employees who have accrued their leave entitlements by working a combination of full-time and part-time employment.

For casual employees, the entitlement to leave and payment will be calculated on the basis of the average hours worked during the 6 month period immediately prior to the leave occurring.

Signatories to Agreement

Signed on behalf of
McKenzie Staff Pty. Ltd.

ABN 67 277 452 542



Signature

ROD OPIE

Name

155 WATTLE VALLEY RD
CAMBERWELL VIC 3124

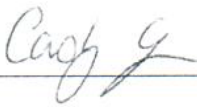
Address

HR ADVISOR

Position

7 OCTOBER 2016

Date



Witness Signature

CAROLYN GRIGG

Witness Name


7 OCTOBER 2016

SIGNED for and on behalf of the **Queensland Nurses' Union of Employees and Australian Nursing and Midwifery Federation – Qld Branch**,
106 Victoria Street, West End Qld 4101, by

Signature 

Elizabeth Ruth Mohle

Authority to Sign:
SECRETARY of the above mentioned organisations, which are bargaining representatives of employees to whom this agreement applies, McKenzie Aged Care Group Enterprise Agreement 2016.

Witnessed by: 

Signature 

Date: 

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:



Gerard Hayes
Secretary
Health Services Union NSW Branch
Level 2, 109 Pitt Street
SYDNEY NSW 2000


WITNESS

Janaki Puvanarajah CPA
(9577598)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

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

Signed on behalf of

Australian Workers Union

As bargaining representative



Signature

Stephen Kenneth Baker

Name

Level 12 / 333 Adelaide Street

BRISBANE QLD 4000

Address

ACTING BRANCH SECRETARY.

Position

18.10.16

Date



Witness Signature

Breanna Beattie

Witness Name

18th October 2016.

Date

Signed on behalf of

Together Queensland Industrial Union of Queensland

As bargaining representative

Signature

Name

Address

Position

Date

Witness Signature

Witness Name

Date

Commissioner Lee

30 November 2016

Fair Work Commission

PO Box 1994

Melbourne VIC 3001

Dear Commissioner Lee,

Re: Application for approval – AG2016/6467 – McKenzie Aged Care Group Enterprise Agreement 2016 – Undertakings

McKenzie Staff Pty Ltd provides the following undertakings in respect of seeking approval of the above Enterprise Agreement:

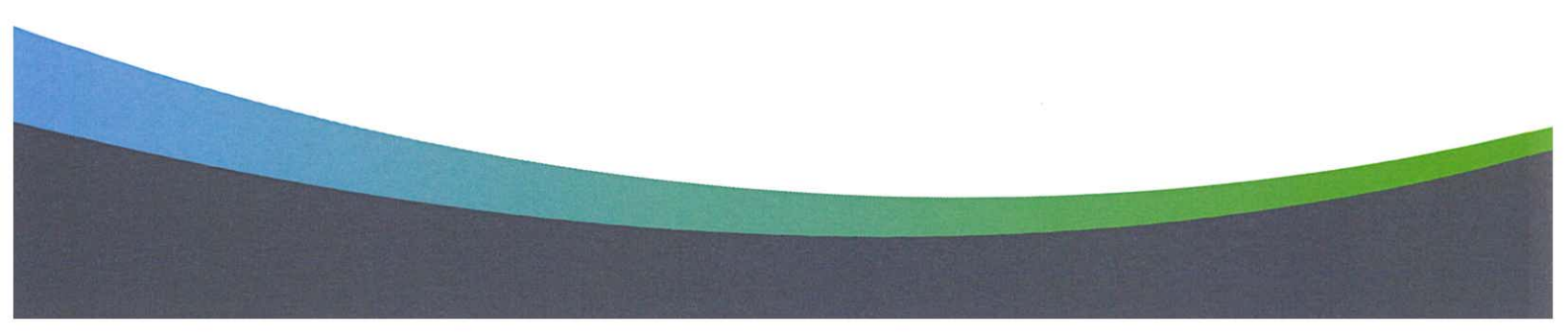
1. That clauses 26.1 and 26.2 of the Enterprise Agreement will have no effect;
2. The employer will instead recognise Clauses 26.1 and 26.2 of the Aged Care Award 2010 as having effect.

Yours sincerely,



Rod Opie

HR Advisor



Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.