



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Land Ventures Trust & The Trustee for the Stephen Bauer Trust & Australasian Accommodation Aged Care Pty Limited T/A Minchinbury Manor
(AG2015/7849)

MINCHINBURY MANOR ENTERPRISE AGREEMENT 2016 TO 2018

Health and welfare services

COMMISSIONER JOHNS

MELBOURNE, 11 FEBRUARY 2016

Application for approval of the Minchinbury Manor Enterprise Agreement 2016 to 2018.

[1] On 19 December 2015 The Land Ventures Trust & The Trustee for the Stephen Bauer Trust & Australasian Accommodation Aged Care Pty Limited T/A Minchinbury Manor (**Applicant**) made an application for approval of the *Minchinbury Manor Enterprise Agreement 2016 to 2018* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

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

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

[4] The Australian Nursing and Midwifery Federation and the Health Services Union of Australia, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), the Commission notes that the Agreement covers these organisations.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 18 February 2016. The nominal expiry date of the Agreement is 31 December 2018.



COMMISSIONER

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Minchinbury Manor Enterprise Agreement 2016 to 2018



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PART A – PRELIMINARIES

1. TITLE

This Agreement will be known as and referred to as the Minchinbury Manor Enterprise Agreement 2016 to 2018 (hereafter referred to as ‘the Agreement’).

2. OBJECTIVES

In accordance with the Vision, Mission and Values of Minchinbury Manor, this Agreement shall support excellence in aged care for individuals and the community by making available flexibility of hours and rosters for both employees and management, offering flexible benefits and providing wages that are above the Aged Care Modern Award and the Nurses Modern Award and commensurate with attracting and retaining a high calibre of staff.

3. PARTIES TO THIS AGREEMENT

This Agreement shall be binding upon the following parties:

- 3.1 The Land Ventures Trust & The Trustee for the Stephen Bauer Trust & Australasian Accommodation Aged Care Pty Limited trading as Minchinbury Manor [ABN: 33 378 138 154], located at Corner of Rupertswood Rd and John Street, Rooty Hill in the State of New South Wales 2766 (hereafter referred to as “Minchinbury Manor” or “the Employer”), and
- 3.2 The New South Wales Nurses and Midwives’ Association (“NSWNMA”) [ABN 63 398 164 405] and the Australian Nursing and Midwifery Federation NSW Branch (“ANMF”) [ABN85 726 054 782] of 50 O’Dea Ave, Waterloo NSW 2017; and
- 3.3 The HSU New South Wales Branch [ABN 93 728 534 595] (“the HSU”) located at Level 2, 109 Pitt Street Sydney NSW 2000; and

- 3.4 All employees of Minchinbury Manor, who are employed in those classifications listed in Schedule 3 - Classification Descriptions and Progression, and Schedule 1 – Rates of Pay (hereafter referred to as “employees”).

4. DURATION, EXPIRY AND RE-NEGOTIATION OF AGREEMENT

This Agreement will come into operation in accordance with the Fair Work Act and as approved by the Fair Work Commission, and shall nominally expire on 31st December 2018.

The parties agree to commence negotiations for a new Agreement no less than three months prior to the expiration of this Agreement.

Upon expiry of the nominal term, this Agreement shall continue to operate until it is replaced by a new Agreement.

5. DEFINITIONS

“Act” means the Fair Work Act 2009 and related regulations

“Base Rate of Pay” is the hourly rate received by the Employee relevant to their particular classification as contained within Schedule 1 to this Agreement, not including superannuation, overtime, allowances, penalty rates or any other additional benefits which may be specified within this Agreement.

“Board” means the Nursing and Midwifery Board of Australia and shall be also taken to mean a reference to Australian Health Professional Regulatory Authority (AHPRA) as appropriate/applicable

“Day worker” means an employee who works their ordinary hours from Monday to Friday between 6am and 7pm.

“Director of Care” means a registered nurse who is the Chief Nurse employed by the Employer, to manage and oversee all the Clinical Governance of Minchinbury Manor, in accordance with the company’s philosophies, policies, and procedures

“Employer” means The Land Ventures Trust & The Trustee for the Stephen Bauer Trust & Australasian Accommodation Aged Care Pty Limited trading as Minchinbury Manor [ABN: 33 378 138 154], located at Corner of Rupertswood Rd and John Street, Rooty Hill in the State of New South Wales 2766 The Employer is a party to this Agreement.

“Employee” or “Employees” is that person or persons employed by the Employer under a contract of services, occupying a classification as contained within Schedule 3 - Classification Definitions and Progression, to this Agreement. Employees are a party to this Agreement.

“Executive Manager” means a person employed by the Employer, to manage and oversee all operations of Minchinbury Manor, in accordance with the company’s philosophies, policies, procedures, position description, this Agreement and any other relevant statute, instrument or document.

“Modern Award” means the Nurses Award 2010 MA000034 or the Aged Care Award 2010 MA000018, whichever correctly applies to the classification in question.

“Night Shift” is any shift rostered on and from 7pm onwards, until 6am the next morning, and shall receive a night shift penalty accordingly, subject to the prescriptions of this Agreement

“Ordinary hours” for a full time employee means 37.5 hours per week (or an average of 37.5 hours per week over a roster cycle of a fortnight), paid at the Ordinary Rate of Pay. For a part timer, ordinary hours are those less than a full time employee, stated as guaranteed minimum contracted hours per week or fortnight. Ordinary hours for part time employees can be increased by mutual agreement consistent with Clause 11, Types of Employment, in particular Subclause 11.3 Part Time Employment

“Ordinary Rate of Pay” for the purpose of calculating wages means the Base Rate of Pay plus any shift/weekend penalty rates or allowances applicable to the period of time worked. The ordinary rate of pay generally applies to ordinary hours worked.

“Progression” for the purpose of moving from one Grade to the next Grade, or if appropriate, Pay Point to Pay Point, shall be in accordance with the descriptions as contained within Schedule 3 - Classification Descriptions and Progression, to this Agreement.

“Resident” means “Care Recipient” and vice versa. The terms are interchangeable for the purpose of this document. Resident or Care Recipient means that person or persons residing within Minchinbury Manor whose interests are protected by the Charter of Residents Rights, who receives care and services as provided by the Employer.

“Shiftworker” for the purpose of annual leave, means:

For clinical staff (ie RNs and ENs) - is an employee who is not a day worker.

For non clinical and carers -

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

For the purpose of the above subclause, a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

“Superannuation” is the compulsory Employer contribution governed by superannuation legislation, as varied from time to time, and placed into a complying superannuation fund by the Employer on behalf of the Employee.

6. INTERACTION WITH THE NATIONAL EMPLOYMENT STANDARDS (NES)

6.1 It is the intention of this Agreement that the NES , as it may be varied from time to time, shall apply as a minimum.

6.2 Where the NES provides, or is varied to provide, a condition or entitlement more

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

- 6.3 Where the NES provides or is varied to provide a condition or entitlement less favourable (to the employee) than that set out in this Agreement the condition or entitlement set out in this Agreement shall apply.

7. AGREEMENT FLEXIBILITY

7.1 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.

7.2 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.

7.3 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.

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

7.5 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.

8. NO EXTRA CLAIMS

8.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to

whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

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

8.3 Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained in this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

9. OTHER EMPLOYMENT AND CONFLICT OF INTEREST

The Employee agrees to promptly disclose to the Employer any additional or secondary employment which relates to or is in competition with Minchinbury Manor, which may result in conflict of interest, neglect of Duty of Care, deterioration of performance or breach of Work Health and Safety obligations. This extends to fatigue on shift due to working at places of secondary employment.

10. EMPLOYEE WORK HEALTH AND SAFETY OBLIGATIONS

The Employer, Employees and all parties to this Agreement recognise the importance of Work Health and Safety in the workplace and commit to applying the provisions of this Agreement as best as possible in alignment with the obligations prescribed by the Work Health and Safety legislation governing the workplace.

PART B – EMPLOYEE ENGAGEMENT

The terms and conditions of employment offered through this Agreement have been designed to produce a more flexible work place and more beneficial working conditions for the Employee.

11. TYPES OF EMPLOYMENT

Employees under this Agreement shall be employed in a permanent or casual capacity, to specifically occupy and carry out the inherent requirements of their particular classification and as specified within their position description.

11.1 Employment categories

Employees under this agreement will be employed in one of the following categories:

- (i) full time; or
- (ii) part-time; or
- (iii) casual.

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

11.2 Full-time employment

A full-time employee is one who is engaged to work 37.5 ordinary hours per week or an average of 37.5 ordinary hours per week over the roster period of a fortnight.

11.3 Part-time employment

- (i) A part-time employee is an employee who is engaged to work less than a full-time Employee (ie less than 37.5 ordinary hours per week or less than the average of 37.5 ordinary hours per week) and has reasonably predictable hours of work, which may change from time

to time due to operational necessity and subject to the application of the Rosters provision of this Agreement.

(ii) Before commencing part-time employment, the employer and employee will agree in writing on the guaranteed minimum number of hours (ordinary hours) per week/fortnight to be worked and the rostering arrangements which will apply to those hours.

(iii) A part-time employee will be paid a minimum of three hours pay for each shift worked. Notwithstanding, where an employee is required to come to work especially to attend training and mandatory meetings, the employee shall be paid at the ordinary rate for the time actually in attendance.

(iv) The hours in (ii) may be varied by agreement and recorded in writing.

(v) Notwithstanding (i) and (ii) above, by mutual agreement between the employee and the employer, a part time employee may work extra hours, in excess of their guaranteed minimum number of hours as stated on their contract, or hours in excess of their rostered hours up to 10 hours per day, and be paid at the ordinary rate for such hours. Where there is no mutual agreement and the employee is directed by the employer to work extra hours, such hours must be paid at Overtime Rates. All hours worked outside of 37.5 per week (or average thereof), or in excess of the shift maximum of 10 hours per day, must be paid at Overtime rates regardless of the circumstances.

11.4 Casual employment

(i) A casual employee is an employee engaged as such on an hourly basis and does not occupy permanent hours or shifts.

(ii) A casual employee will be paid the Base Rate of Pay appropriate to their classification appropriate to the employee's classification plus a casual loading of 25%.

(iii) Casual employees will be paid a minimum of 3 hours for each shift worked. Notwithstanding, where a casual employee is required to come to work especially to attend training and mandatory meetings, the casual employee shall be paid at the ordinary rate (plus applicable casual loading) for the time actually in attendance.

(iv) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

(v) Overtime rates shall only be payable to a casual when he/she works in excess of 37.5 hours per week or 75 hours per fortnight depending on the pay period. Payment of such overtime penalties shall be on the Base Hourly Rate and be in lieu of the casual loading.

12. CASUAL CONVERSION

12.1 A casual employee who has been rostered on a regular and systematic basis for a period in excess of 26 weeks has the right to request conversion to permanent employment:

- (i) on a full-time basis or by agreement on a part time basis where the employee has worked 37.5 hours per week or an average of 37.5 hours per week (excluding overtime) throughout the period of casual employment; or
- (ii) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of regular hours as previously worked, unless other arrangements are agreed between the employer and the employee.

12.2 All requests must be made in writing by the employee.

- 12.3 Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work or any other instance where the permanent hours being requested do not fit in with the operational requirements of the Employer or the position is not viewed as an ongoing role.
- 12.4 Notwithstanding 12.1, the Employer has the right to decline the employee's request where WHS concerns are held, or where resident or care recipient needs change or operational grounds. A written response from the Employer to the employee shall be issued within 21 working days of the Employee's written request.

13. REVIEW OF PART TIME HOURS

- 13.1 At the written request of a part time employee, the hours worked by the employee shall be reviewed by the Employer. Such review shall be conducted at no less than 12 month intervals.
- 13.2 Where the part time employee is regularly working more than their guaranteed minimum number of hours, subject to Subclause 13.3 of this Clause, the Employer may adjust their minimum guaranteed number of hours to permanently incorporate the additional hours regularly worked. Adjustments must be recorded in writing and signed off by both parties.
- 13.3 The hours worked in the following circumstances will not be incorporated into the adjustment:
- (i) if the increase in hours is as a direct result of another employee being absent and expected to return to the workplace and/or
 - (ii) if the increase in hours is due to a temporary increase in hours only as a result of the specific needs of the organisation/operations, a resident or client.
 - (iii) if the increase is not inkeeping with operational necessity

13.4 Any adjusted contracted hours resulting from a review identified in subclause 13.1 should readily be in accordance with roster cycles and shift configurations utilised at the workplace.

14. LABOUR FLEXIBILITY

- (i) For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities, multi-skilling may be integrated into the Employee's daily activities.
- (ii) The Employee shall perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
- (iii) The Employee shall comply with all reasonable requests to transfer or to perform any work as required, within the capacity of the Employee's qualifications, skills and knowledge.

15. QUALIFYING PERIOD

Upon commencement with Minchinbury Manor, new employees shall be required to serve a qualifying period for the first six months of their employment. The qualifying period is primarily for the purpose of the employer and the employee determining each other's suitability in terms of job-fit, capability to complete required duties, assimilation to work environment, respective expectations and job satisfaction. Ongoing employment with Minchinbury Manor shall be dependant upon successful completion of the qualifying period .

At any time during the qualifying period, the Employer or the employee can terminate the employment relationship by providing one week's notice (or pro rata equivalent for part time employees), or payment in lieu of working out such notice.

PART C – EMPLOYEE WORKING ARRANGEMENTS

16. ORDINARY HOURS OF WORK AND ROSTERED DAYS OFF

The ordinary hours of full time, part time and casual employees shall be arranged by the Employer into shifts to suit the care needs of the residents or care recipients and the operational requirements of the Employer.

16.1 (a) For full time employees, the ordinary hours of work will be 37.5 hours per week, or an average of 37.5 hours per week worked over a fortnight, or 150 hours per 4 week period and will be worked either:

- (i) so that in a period of 28 calendar days of not more than 20 work days in roster cycle; or
- (ii) so that the shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks

(b) Part time and casual employees shall work less than an average of 37.5 ordinary hours per week or 75 ordinary hours per fortnight in accordance with roster requirements with the maximum shift length being 10 hours.

The hours of work on any day or shift will be continuous except for meal breaks.

(c) Each employee shall be free from duty for not less than two consecutive full days in each week or four full days in each fortnight or eight full days in each 28-day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive.

(d) An employee, at his or her request, may be given free-from-duty time in one or more periods but no period shall be less than one full day. For the purpose of this subclause, "full day" means from midnight to midnight or midday to midday.

16.2 Subject to Clause 11.3(v), a part time employee may by mutual agreement work extra hours in excess of their minimum guaranteed hours and be paid at the ordinary rate for such hours.

17. REST BREAKS BETWEEN ROSTERED ORDINARY WORK

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.

18. BROKEN SHIFTS

- (i) An employee may be rostered to work a broken shift by mutual agreement and depending upon the needs of the Employer.
- (ii) A broken shift shall consist of no more than two short shifts arranged within a twelve hour span and rostered as such.
- (iii) There shall be no obligation upon the Employer to provide an eight (8) hour break between the two short shifts, so long as both short shifts fall within the twelve hour span. However a ten (10) hour break must immediately follow the twelve hour span referred to in subclause (ii) above.

19. MEAL AND TEA BREAKS

- i) An employee who works in excess of 5 hours shall be entitled to a half an hour unpaid meal break. Such meal break shall be given and shall be taken at a time during the employee's shift, in keeping with the Employers business operational needs and the Resident's care needs.
- ii) Where an employee is entitled to a meal break, however requests the ability to leave a particular shift early, or commence a particular shift late, that employee may seek special permission from the Employer to forego their meal break. Permission will be granted on a case-by-case basis as long as it does not impact upon the operational effectiveness of the facility.

- iii) The employer shall not be obligated to pay any form of overtime or other payment where an employee chooses to forego their meal break in accordance with subclause (ii).
- iv) Where an employee foregoes their meal at the requirement of the Employer, for reasons other than those stated in subclause(ii), and does not commence their shift late or complete their shift prior to finishing time, the employer shall pay the employee at overtime rates for the duration of the meal break not taken.
- v) The intention and purpose of subclause (ii) is to provide both the employee and the employer a means of accommodating special and unforeseen circumstances. As such, no on-going and consistent arrangement may be entered into whereby the employer agrees to the employee foregoing meal breaks on a regular and systematic basis.
- vi) Two paid 10 minute tea breaks shall be allowed to the employee for each 7.5 hour shift worked. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty-minute interval. Employees who work shorter shifts (ie less than 7.5 hours in duration) shall be allowed one ten minute paid tea break.

20. ROSTERS

- 20.1**
- (a) The ordinary hours of work for full-time or part-time employees shall be displayed on a roster in a place conveniently accessible to employees. Ordinary hours shall be allocated into shifts as required by the employer on a fortnightly basis. The roster shall display each shift commencement time and completion time. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
 - (b) Notwithstanding sub-clause (a), a roster may be changed at any time by mutual agreement, or so as to enable the service of the employer to be carried on where another employee's absence is unplanned, or unforeseen circumstances arise, or in an emergency. The employer shall undertake in such circumstances to provide the employee with as much notice as possible and communicate the changed roster.
 - (c) Subclause 14.1(a) and (b) above shall not apply where the only change to the roster of a part-time employee is the mutually agreed working of additional

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, or eight days off in each 28 day cycle as the case may be.

20.2 The roster for casual or relief employees may be displayed for a period of less than 1 week depending upon the needs of the Employer.

20.3 The application of subclauses (b) and (c) by the employer or employee, where the changes are irregular, sporadic or unpredictable, will not give rise to Clause 43.2 Consultation about changes to rosters or hours of work, becoming effective.

Notwithstanding this, any major change would be subject to Clause 43.1, Consultation regarding major workplace change.

PART D – EMPLOYEE REMUNERATION

21. WAGE INCREASES DURING THE TERM OF THIS AGREEMENT

- (i) The minimum wages and allowances per week shall be as set out in Schedule 1 - Rates of Pay to this Agreement and are as follows:

Column 1 – 3% effective from first full pay period falling on or after 1.1.2016

Column 2 – 3% effective from first full pay period falling on or after 1.1.2017

Column 3 – 1.5% effective from first full pay period falling on or after 1.1.2018

- (ii) Allowances for the duration of this Agreement shall be paid in accordance with Schedule 2, Allowances.
- (iii) Notwithstanding, at no time shall the wages within this Agreement fall beneath those prescribed by the relevant legislation and relevant Modern Award.

22. SHIFT AND WEEKEND WORK

- (a) For work carried out between 6am and 7pm Monday to Friday Employees shall be paid at the Base Rate of Pay for those hours.

- (b) For work carried out between 7pm and 6am Monday to Friday inclusive, Employees shall in addition to their Base Rate be paid a night shift penalty of 15%, plus any casual loading if applicable, for those hours.

- (c) Employees, whether full time, part time or casual, whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid as follows:

- (i) for ordinary hours worked between midnight on Friday and midnight on Saturday, time and one- half the Base Rate
- (ii) for ordinary hours worked between midnight on Saturday and midnight on Sunday, the rate of time and three-quarters the Base Rate.

These extra rates shall be in substitution for and not cumulative upon the night shift penalty prescribed in this clause at (b). The casual loading referred to in Clause 11.4(ii), is not applicable for work done on weekends.

23. OVERTIME AND REASONABLE ADDITIONAL HOURS

- i) Employees are entitled to payment of overtime subject to the following provisions:
- ii) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.

For the purposes of subclause (ii) what is unreasonable or otherwise, will be determined having regard to:

- (a) the risk to the employee's health and safety;
 - (b) the employee's personal circumstances including any family and carer responsibilities;
 - (c) the needs of the facility;
 - (d) the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - (e) any other relevant matter.
- (iii) Overtime shall be paid at the following rates:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time;
 - (iii) Public holidays—double time and a half.

Overtime rates under this clause will be in substitution for and not cumulative upon the shift penalties prescribed in Clause 22 for Penalty Rates for Shift and Weekend Work and the casual loading as noted in Clause 11.4(ii), for Casual Employees.

- (iv) Overtime for full time employees shall be paid where the employee works in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period.

(v) Overtime for Part-time Employees

- (a) shall be paid on a daily basis where in excess of their rostered shift is worked. Notwithstanding, an Employer may request/offer and an Employee may accept extra hours in excess of their rostered shift, to be paid at the Ordinary rate so long as no more than 10 consecutive hours in total is worked per shift. Where the Employer directs the employee to work extra hours, or in excess of 10 consecutive hours is worked, overtime rates shall automatically apply.
- (b) shall be paid where the employee works in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period.

(vi) Overtime for Casual Employees

- (a) Overtime rates shall only be payable to a casual when they work in excess of 37.5 hours per week or 75 hours per fortnight depending on the roster period.
- (b) Payment of overtime to casual employees shall be calculated against the hourly ordinary rate and shall be in lieu of the casual loading and any shift penalty rates

(vii) Overtime payable in other circumstances

Overtime will also be payable where an employee is not provided an 8 hours break between shifts, a meal break is worked through at the direction of the Employer, or the provision of rostered days off (ie 2 RDOs per week or 4 RDOs per fortnight or 8 RDOs per 4 week period) is not satisfied.

(viii) Time off in lieu of overtime

By mutual agreement, a full-time or a part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (a) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued.

- (b) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) An employee cannot be compelled to take time off instead of overtime.
- (ix) Break between overtime worked and next ordinary shift
 - (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
 - (b) An employee, other than a casual 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, will 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.
 - (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- x) An employee required to work overtime following the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- xi) An employee who completes their rostered shift and leaves the Employer's premises, who is thereafter recalled to work and returns to the Employer's premises shall be entitled to overtime payments. A minimum engagement (or payment) of 3 hours shall apply. Such employee will also be allowed twenty minutes for the partaking of a meal after four hours overtime and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

24. SUPERANNUATION

(i) Superannuation legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the Agreement.
- (b) The rights and obligations in these clauses supplement those in superannuation legislation.

(ii) Employer contributions

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

(iii) Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 1(ii).
- (b) An employee may adjust the amount they have authorised their employer to pay from the wages of the employee from the first of the month following the giving of one months' written notice to their employer.
- (c) The employer must pay the amount authorised under clauses 1(iii)(a) or (b) no later than 28 days after the end of the month in which the deduction authorised under clauses 1(iii)(a) or (b) was made.

(iv) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 1(ii) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 1(ii) and pay the amount authorised under clauses 1(iii)(a) or (b) to one of the following superannuation funds or its successor:

- (a) Prime Super (now incorporating Health Industry Plan or HIP);

- (b) Health Employees Superannuation Trust of Australia (HESTA);
- (c) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme; or

25. 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

26. HIGHER GRADE DUTY

An employee who is called upon to relieve an employee in a higher grade or classification or is called upon to act in a vacant position of a higher grade or classification shall be entitled to receive for the period of relief or the period during which he/she so acts the minimum payment for such higher grade or classification.

Subject to the above provisions, Higher Grade Duty payment shall not apply where a worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

The above payment will not apply where the requirement to perform in higher grades from time to time forms part of the employee's position description. Such employee's remuneration will have already taken into consideration an amount to account for the required acting up.

27. ALLOWANCES AND OTHER PROVISIONS

27.1 Uniform and Laundry Allowance

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to their work carried out at Minchinbury Manor free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, Minchinbury Manor may pay such employee a uniform allowance as contained within Schedule 2 of this Agreement. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance also contained within Schedule 2 of this Agreement.

- (c) The uniform allowance is to be paid whilst the employee is on any form of paid leave. The laundry allowance is not payable during any period of leave

27.2 Transport and Travel Allowances

- (a) An employee required and authorised to use their own private motor vehicle in the course of their duties will be paid an allowance of not less than the ATO set rate.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport and/or accommodation, prior to travelling the Employer and Employee shall agree on the Employee's method of transport to be used and accommodation utilised. Subsequent to which 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 subclause (b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

27.3 On-call Allowance

An employee required to be "on call" by the Employer, at their private residence (or other mutually agreed place) and therefore available to work shall be paid an "on call" allowance per 24 hours or part thereof as contained within Schedule 2 – Allowances, of this Agreement.

An employee, who is required to be on call by the Employer and who is recalled to work, will be paid for a minimum of three hours work at the appropriate overtime rate.

This allowance does not apply to any employee holding a manager title.

27.4 Nauseous Linen Allowance

Staff designated by the Employer to work in the Laundry, who are required by the Employer to handle linen of a nauseous nature, which is outside of their expected daily duties of care (eg gastro outbreak if the correct infection control equipment is not supplied) will be paid a Nauseas Linen Allowance as contained within Schedule 2 – Allowances, of this Agreement.

28. Meals during Overtime

Minchinbury Manor shall provide a meal to an employee where that employee works in excess of 1 hour overtime following the completion of their ordinary shift. Where overtime exceeds a further 4 hours another meal shall be provided.

The provision of a meal in such circumstances is in place of the payment of any allowance.

PART E – EMPLOYEE BENEFITS AND LEAVE

All Leave and public holidays are underpinned by the requirements of the National Employment Standards.

29. PUBLIC HOLIDAYS

- i) Where a public holiday falls on a day that an employee would have ordinarily been rostered to work, that employee shall be allowed such Public Holiday without loss of their Base Rate of Pay for the time they would have worked, had it not been a Public Holiday.
- ii) The following days shall be public holidays, New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Eight Hour Day, Christmas Day, Boxing Day and any other day or part thereof proclaimed and observed as a public holiday within the area in which the facility is situated.
- iii) In each calendar year, in addition to those Public Holidays referred to above at subclause (ii), where no "Additional Public Holiday" is proclaimed and observed, the employer shall grant an extra Public Holiday or "Picnic Day", to be observed on a day between Christmas Day and New Years Day. Please note, "Additional Public Holiday" as granted by the State or Federal Government, is not to be confused with "Substitute Public Holiday".
- iv) This Agreement expressly contemplates that the Employer will require work on public holidays and the parties acknowledge that the nature of the work performed by the employee, the type of employment of the employee (for example, whether full-time, part-time, casual or shift work) and the nature of the Employer's business, will require work on public holidays, from time to time.
- v) The Employer may request an employee to work on a public holiday.

- vi) The employee may refuse the request (and instead have a Public Holiday off without loss of Basic Rate of Pay) 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.
- vii) 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, weekend penalties, casual loading and part-time loading, double time of their Base Rate of Pay. Alternately, the employee may elect payment at the Base Rate of Pay plus time off in lieu, equivalent to the duration of the shift completed.

30. ANNUAL LEAVE

30.1 ANNUAL LEAVE FOR CLINICAL STAFF (RNs and ENs only):

Quantity and Accrual:

Annual leave on full pay will accrue on a proportionate basis throughout the anniversary year so that by the end of the twelve month period the following totals have been granted by the Employer:

- (a) Full time employees other than shiftworkers – five weeks annual leave per anniversary year
- (b) Full time shift workers – six weeks annual leave per anniversary year
- (c) Part time employees other than shiftworkers – five weeks annual leave on a pro rata basis
- (d) Part time shift workers – six weeks annual leave on a pro rata basis

For the purpose of this Subclause, for nursing employees, a “shiftworker” is an employee who is not a day worker.

All leave accrued prior to this Agreement becoming operative shall be based on the previous accrual methodology and all leave accrued once this Agreement becomes operative shall accrue as per the above methodology.

30.2 ANNUAL LEAVE FOR CARE STAFF, ALLIED STAFF AND STAFF OTHER THAN RNs and ENs

Quantity and Accrual

Annual leave on full pay will accrue on a proportionate basis throughout the anniversary year so that by the end of the twelve month period the following totals have been granted by the Employer:

- (a) Full time employees other than shiftworkers – four weeks annual leave per anniversary year
- (b) Full time shift workers – five weeks annual leave
- (c) Part time employees other than shiftworkers – four weeks annual leave on a pro rata basis
- (d) Part time shift workers – five weeks annual leave on a pro rata basis

A shiftworker is defined as:

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

For the purpose of the above subclause, a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

30.3 ACCESS AND TAKING OF LEAVE FOR ALL STAFF, WHETHER CLINICAL, NON CLINICAL OR CARE.

- (i) Annual leave may be taken as it accrues, subject to the provision of no less than four weeks written notice to the employer and employer approval. Requests for leave may be approved by the Employer, taking into consideration the employee's circumstances, the duration of the absence and operational requirements. Notwithstanding, annual leave requested for peak periods such as Christmas, School Holidays and other such breaks, may require a period of notice greater than that stated within this subclause.
- (ii) Where an employee has accrued more than six weeks annual leave the employer has the right to direct such employee to take their leave. The employer shall give the

employee 3 month's notice of the date upon which the employee shall enter upon leave and, in any event, such notice shall not be less than one month.

- (iii) Notwithstanding all of the above, where an employee requests and where the employer agrees, in excess of six weeks annual leave may be accrued, however the Employee must advise the Employer of the date they intend to take the leave. Requests and approval of postponement should be placed in writing.
- (iv) Where approved by the employer, only in exceptional circumstances, annual leave of less than one week may be taken without meeting notice requirements.

30.4 PAYMENT AND LEAVE LOADING FOR ALL STAFF WHETHER CLINICAL, NON CLINICAL OR CARE

- (i) In addition to payment for the annual leave taken, an annual leave loading of 17.5% for the period of leave taken shall apply.
- (ii) Alternately, where the employee would have received shift or weekend penalties had they been rostered for that period and the amount of such penalties would be greater than the 17.5% loading, the shift or weekend penalties will be paid instead of the annual leave loading.

30.5 PAYMENT UPON TERMINATION

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave, plus any leave loading owed.

30.6 CASHING OUT OF ANNUAL LEAVE FOR ALL STAFF

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

- (a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and

- (b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
- (c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

31.PERSONAL LEAVE AND COMPASSIONATE LEAVE

An employees entitlement to paid personal/carers leave accrues progressively during a year of service and accumulates from year to year.

- (i) Paid sick leave and paid carers leave are cumulatively referred to as Personal Leave. In addition to Personal Leave, an employee is entitled to Compassionate Leave.
- (ii) Paid Personal Leave in accordance with the NES may be used for sick leave and/or, carers leave. Paid Compassionate Leave may be used for bereavement and other such purposes as prescribed by the NES.

Full time and part time employees are entitled to paid Personal Leave and Paid Compassionate Leave. Casual employees are not entitled to such paid leave, however may access unpaid components as per the Act.

- (iii) Full Time employees shall receive an amount of no more than 75 hours in total per anniversary year (equivalent to 10 days per annum) for the purpose of paid Personal Leave, to be used for either their own personal illness (ie sick leave) or to care for a family member who is ill (ie carers leave). Part time employees shall receive a pro rata amount of entitlement based on their average hours worked. Should an employee's paid leave accumulation becomes exhausted, that employee is entitled to request unpaid leave as per the Act.
- (iv) All periods of personal leave, whether paid or unpaid, are to be notified to the Executive Manager/Director of Care immediately and directly where possible, prior to the absence occurring and where possible no less than 24 hours prior to the taking of

Personal Leave. Failure to correctly notify the Executive Manager/Director of Care of an absence may result in the absence being deemed leave without pay. Notification via second and third parties, or via text, email, facsimile or social media will not be accepted, unless exceptional circumstances exist (eg hospitalisation).

- (v) All periods of leave, including single day absences where requested by management, must be covered by a medical certificate and endorsed by a medical or healthcare practitioner. The Act also allows other acceptable equivalents such as a Statutory Declaration, to be provided by the employee to the employer to cover absences. The certificate (or other acceptable equivalent as per the Act) must contain information regarding the absence that is acceptable to a reasonable person. Please note, this requirement is not designed to encroach any matters of privacy, simply provide the employer with a better understanding of the absence.
- (vi) Upon the termination of the Employee's employment for any reason, all unused Personal Leave entitlements will be extinguished and the Employee will receive no payment in lieu thereof.
- (vii) In addition to Paid Personal Leave, permanent employees are entitled to an additional two days per occasion for paid Compassionate Leave, subject to Employer approval. All compassionate leave must be notified and certified to the Employer in the same manner as Personal Leave. Compassionate Leave that is not notified and certified risks being deemed leave without pay.

32. LONG SERVICE LEAVE

32.1 An employee's entitlement to long service leave, whether full time, part time or casual, shall be in accordance with the provisions of this Agreement and *the Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement, the more beneficial term shall prevail.

32.2 Entitlement to Long Service Leave

- (a) For employees employed prior to the commencement of this Agreement, each employee shall be entitled to two months long service leave on ordinary pay after ten years' continuous service, thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) For employees employed post the commencement of this Agreement, each employee shall be entitled to two months long service leave on ordinary pay after ten years' continuous service. Thereafter additional long service leave shall accrue on the following basis:
- one further month for an additional 5 years of continuous service
 - and thereafter an additional one and a half months for an additional 5 years of continuous service.
- (c) Clause 36 Leave Without Pay explains the effect of leave without pay on service and continuity for long service leave purposes.
- (d) Where an employee's employment has been terminated by the employer or by the employee, continuity of employment will cease, consistent with the Long Service Leave Act (Section 4 (11) to (13)).

32.3 Access and Taking Long Service Leave for ALL employees

- (a) The employee may access and take their Long Service Leave proportionately after completing the initial 10 year period of service. The taking of leave shall be subject to employer approval and the provision of no less than one month's written notice by the employee. Periods of leave taken shall not be less than 4 weeks at a time.
- (b) Notwithstanding subclause (a) above, the employer may direct the employee to take some or all of their Long Service Leave. The requirement to take the leave shall be subject

to the employer giving at least one month's notice to the employee, of the date from which it is proposed that the employee's long service leave shall be given and taken.

- (c) Long service leave shall be taken as soon as practicable having regard to the needs of the workplace, or where the employer and the employee agree, such leave may be postponed to an agreed date. Where an amount of leave is postponed by mutual agreement, that amount of leave may be paid by the Employer at the rate of pay that applied at the time the leave fell due. The agreement to apply the lesser rate of pay must be in writing and signed by both the Employer and the Employee.

32.4 Payment of Long Service Leave upon termination for ALL employees

- a) Employees who have completed at least five years' service and less than ten years' service and whose services are terminated by the employer for any reason other than serious and willful misconduct, or who resign their employment on account of illness, incapacity or domestic or other pressing necessity, are entitled to a pro rata payment for long service leave on the basis of two months leave for ten years' service.
- (b) An employee who has completed ten years of continuous service or more and therefore has acquired the right to long service leave, upon termination of employment by either party, shall be paid an amount equivalent to the leave not taken.
- (c) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or, if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee, shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his/her services terminated as referred to in the Agreement and such monetary value shall be determined according to the salary payable to the employee at the time of his/her death.

Where there is no person entitled under this subclause to receive the monetary value of leave payable under the foregoing provisions, payment in respect thereof shall be made to the legal personal representative of such employee.

33. PARENTAL LEAVE

Parental leave shall be given and shall be taken in accordance with the National Employment Standards

34. CEREMONIAL LEAVE

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

35. COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES.

36. LEAVE WITHOUT PAY

36.1 By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.

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

- (a) accruing annual leave or personal/carers leave, incremental progression, and public holidays;
- (b) accruing long service leave
- (c) the qualifying period for paid and unpaid parental leave; and
- (d) the calculation of notice and severance pay in accordance with the relevant clauses in this agreement.

PART F – ADDITIONAL CONSIDERATIONS

37. STAFF AMENITIES

The employer shall provide for the use of employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) A locker or other suitable place for the safe keeping of clothing and personal effects of such employee;
- (iii) Tea and coffee making facilities

38. ATTENDANCE AT MEETINGS AND FIRE DRILLS

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety and emergency procedures (eg. fire drill and evacuation procedures), shall be entitled to be paid the base hourly rate for the actual time spent in attendance at such practices. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (ii) Any employee required to attend Work Health and Safety Committee and/or Board of management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

39. TRAINING ON SITE

Minchinbury Manor may make training available to Employees in all grades in order to assist incremental progression, career progression and the maintenance of high quality, certified staff.

Each employee shall provide to their employer details of their attendance at in-service training and the employer shall keep a record of this attendance.

Upon termination of the employee's employment the employer shall provide to the employee (if requested a written statement of the hours of in-service training attended by the employee.

Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:

Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer;

An employer shall provide employees with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours;

Attendance at such training outside rostered hours shall be paid at the base hourly rate. Attendance at training during rostered hours shall be paid at the base hourly rate plus any applicable penalty rate, if appropriate. If such training is held outside the ordinary hours of work, the employee will be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such training. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

40. ATTENDANCE AT CONFERENCES AND EXTERNAL TRAINING OFF SITE

The employer may, subject to operational necessity, offer an employee a place at a conference or an opportunity to attend training off-site run by an external provider. The employee may accept or decline the offer. Where the employee accepts the offer, the employer shall pay for the cost of the conference or training and any reasonable travel costs upon production of receipts, plus the employee's wages for the day if such day falls on what would be a normal rostered day for the employee. Where a conference or such training falls on an employee's rostered day off or a day when they are not rostered, the employer shall pay for the cost of the conference or training only.

41. TERMINATION OF EMPLOYMENT

- 41.1 Termination of the employment relationship may occur at the instigation of either the employer or the employee for a number of reasons, with or without Notice subject to the circumstances at the time. Termination with notice is provided for in the NES and as per the scale beneath:

Period		
	Employee's period of continuous service with the employer at the end of the day the notice is given	Period
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

The period of Notice provided by the employer is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given. Notice may be worked out, however at the discretion of the employer, payment in lieu of Notice may also be made.

- 41.2 Notice of termination by an employee

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

42. REDUNDANCY

- 42.1 Except for the application of the relevant severance pay scale beneath, the matter of redundancy is covered by the Fair Work Act and the NES.

- 42.2 In addition to required Notice as per Clause 41, where an employee is under 45 years of age, the employer shall pay severance in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- 42.3 In addition to required Notice as per Clause 41, where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

"Week's pay" shall include, in addition to the base rate of pay contained within this Agreement, over-award payments, shift penalties and allowances that are applicable under this Agreement.

- 42.4 A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their

last date of employment equal to the number of weeks of severance pay to which the employee is entitled under relevant clause.

- 42.5 This Clause shall not apply to casual employees or any other employee excluded by the Fair Work Act or Regulations.

43. CONSULTATION

43.1 Consultation regarding major workplace change

(a) Employer to notify

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.

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 award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(b) Employer to discuss change

The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 36(a), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

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 36(a).

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.

43.2 Consultation about changes to rosters or hours of work

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

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.

The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

44. DISPUTES AND GRIEVANCES

- (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.

- (2) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- (3) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.
- (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.
- (5) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) The Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.
- (6) While the parties are trying to resolve the dispute using the procedures in this term:
 - (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - (b) 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 Work 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.

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

45. VARIATION AND TERMINATION OF AGREEMENT

The parties to this Agreement acknowledge that this agreement can be varied or terminated subject to the requirements of the Fair Work Act.

If any provision of this Agreement is invalid, unlawful, void or unenforceable, it will be severed without affecting any other obligations of the parties under this Agreement.

46. ENTIRE AGREEMENT

This Agreement (including any attached and subsequent Schedules) is the entire Agreement between the parties. This Agreement supersedes all prior representations, agreements, warranties or promises. In entering this Agreement, the parties have not relied on any representations, agreements, warranties or promises except as are contained in this Agreement.

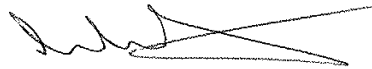
SIGNATORY PAGES - FOR THE EMPLOYER

Employer Signature Page for the Minchinbury Manor Enterprise Agreement
2016 to 2018

For and on behalf of The Land Ventures Trust & The Trustee for the Stephen Bauer Trust & Australasian Accommodation Aged Care Pty Limited trading as Minchinbury Manor [ABN: 33 378 138 154], the Employer:

Name (please print): LYNN MOWBRAY

Signature:



Date: 10/12/15

Capacity of signatory (eg CEO, Managing Director): Executive Manager.

Address for contact: CNR RUPERTSWOOD RD & JOHN ST, ROOTY HILL
NSW 2766

Contact details:

Phone: 02 9832 5800

Mobile: 0427934 244

Email: Lynn.m@aacare.com.au

Witness for the Employer:

Name (please print):

SIBI MIUER

Signature: Sm Sibimiu

Date: 10/12/15

Capacity of signatory (eg Manager): REGISTERED NURSE

Address for contact: NO:19, GLASHA CLOSE

Contact details: ROOTY HILL - NSW 2766

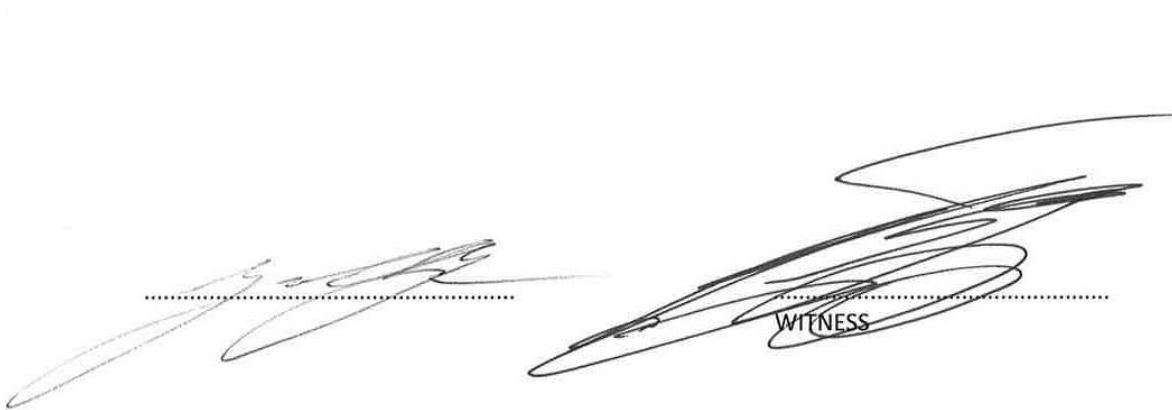
Phone:

Mobile: 0431570526

Email: Sibi_andrew@yahoo.com

SIGNATORY PAGES - FOR THE UNION/S

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**

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

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

SCHEDULE 1: WAGES - RATES OF PAY

	Column 1 Proposed Rates as at FFPP 1.1.2016	Column 2 Proposed Rates as at FFPP 1.1.2017	Column 3 Proposed Rates as at FFPP 1.1.2018
<u>CLASSIFICATIONS</u>			
Care Companions			
Grade 1	21.30	21.94	22.27
Grade 2	22.24	22.91	23.25
Grade 3	22.77	23.45	23.80
Grade 4	23.09	23.78	24.14
Enrolled Nurse			
Pay Point 1	23.41	24.11	24.47
Pay Point 2	24.19	24.92	25.29
Pay Point 3	24.67	25.41	25.79
Pay Point 4	24.91	25.65	26.03
Pay Point 5	25.15	25.91	26.29
Registered Nurse – Level 1			
Grade 1	29.43	30.31	30.77
Grade 2	32.41	33.38	33.88
Grade 3	35.46	36.52	37.07
Grade 4	37.19	38.30	38.87
Registered Nurse – Level 2			
Pay Point 1	37.56	38.68	39.26
Registered Nurse – Level 3			
Pay Point 1	39.07	40.24	40.85

	Column 1 Proposed Rates as at FFPP 1.1.2016	Column 2 Proposed Rates as at FFPP 1.1.2017	Column 3 Proposed Rates as at FFPP 1.1.2018
Administrative Clerk	24.30	25.02	25.39
Maintenance Person	23.69	24.40	24.77
Cook			
Level 3	21.98	22.63	22.96
Level 4	23.08	23.77	24.13
Level 5	24.24	24.96	25.33
Kitchen Hand	21.30	21.93	22.25
Recreational Activity Officer			
Level 3	22.36	23.03	23.38
Level 4	23.04	23.73	24.09

SCHEDULE 2: ALLOWANCES

	Proposed Rates as at FFPP 1.1.2016	Proposed Rates as at FFPP 1.1.2017	Proposed Rates as at FFPP 1.1.2018
Brief Description			
Uniform Allowance per hour	0.38	0.39	0.40
Laundry Allowance per hour	0.16	0.17	0.18
Nauseous linen allowance per hour	0.06	0.07	0.08
Vehicle	As per ATO	As per ATO	As per ATO
On Call allowance Monday to Friday – per shift	20.48	20.89	21.30
On Call allowance Between rostered shift or on Saturday –per shift	30.72	31.34	31.96
On Call allowance Between Rostered shifts or ordinary hours on a Sunday, public holiday or on a day when not rostered to work.	40.96	41.78	42.62

SCHEDULE 3**CLASSIFICATION DESCRIPTIONS AND PROGRESSION**

The following classification descriptions apply to employees covered by this Agreement:

<u>CARE CLASSIFICATIONS</u>

COMPANION GRADE 1

(equivalent ACE 2 under Aged Care Modern Award)

DESCRIPTION:

The Companion Grade 1 shall be required to work in accordance with the following capabilities and indicative tasks: These include practices and procedures covering manual handling requirements, resident care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The employee at this level will follow all lawful and reasonable instructions of the Employer. The Companion Grade 1 shall be able to work individually or as part of a team, under direct supervision of RN (Registered Nurse) or TL (Team Leader).

CAPABILITIES AND INDICATIVE TASKS:

Working towards Certificate Grade III in Aged Care /Certificate in Hospitality or employer approved equivalent qualification/experience

- Ability to communicate effectively with all levels of management, staff, residents and their representatives.
- Display initiative in recognising problems and willingness to assume responsibility for actions taken.
- Participates in the implementation of the resident's activity programs and day to day hygiene, grooming and care maintenance. Completion of appropriate documentation.
- Assist and attend to the care needs of residents on a daily basis, including regular hygiene and dressing routines, feeding and assisting with meals, grooming, pressure area care, assisting with mobility, toileting and assistance with resident cleanliness, assist with incontinence and perianal care as required, changing of bedding and general room presentation, completion of appropriate documentation inkeeping with the individual's level of training, skills and qualifications.

- Assist and attend to the preparation and distribution of food, including cooking and/or preparation of light refreshments from time to time and as required by the Employer.
- Assist and attend to laundry duties, cleaning duties and hotel services from time to time and as required by the Employer.

PROGRESSION:

Subject to being assessed as competent at this Grade and the completion of 2 years continuous service for a full time employee (or 1950 hrs x 2 for a part time employee) at this Grade, the Companion Grade 1 shall be entitled to progress to the next Grade, that is Companion Grade 2.

COMPANION GRADE 2

(equivalent ACE 3/4 under Aged Care Modern Award)

DESCRIPTION:

Having been assessed as competent in all areas of Companion Grade 1, the Companion Grade 2 shall be required to in accordance with the following capabilities and indicative tasks. These include practices and procedures covering manual handling requirements, resident care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The Companion Grade 2 shall be able to work individually or as part of a team, and is responsible for the quality of their own work, subject to limited supervision. Such employee may be required to work as a "buddy", assisting in the mentoring and support of other companions at the same level, however shall not be required to supervise other staff members. The employee shall be able to recognise, report and respond appropriately to changes in the condition of residents within the skills and competence of the employee and as per the lawful and reasonable requirements of the Employer. Such employee may also be required to support activities and recreation for residents, under supervision from the Recreational Activities Coordinator.

CAPABILITIES AND INDICATIVE TASKS:

An employee at this level must have a Certificate Grade III in Aged Care / Certificate in Hospitality or employer approved equivalent qualification/experience

- Demonstrated competency in all areas of Companion Grade 1
- At least 2 years work experience within the health care industry.
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.

- Display initiative in recognising problems and willingness to assume responsibility for actions taken.
- Assists in the preparation and distribution of food, including cooking and/or preparation of light refreshments
- Participates in Quality activities for residents including day to day hygiene, grooming and care maintenance. Completion of appropriate documentation.
- Familiar with processes involved with computer documentation

PROGRESSION:

Subject to being assessed as competent at this Grade and the completion of 2 years continuous service for a full time employee (or 1950 hrs x 2 for a part time employee) at this Grade, the Companion Grade 2 shall be entitled to progress to the next Grade, that is Companion Grade 3.

COMPANION GRADE 3

(equivalent ACE 4 under Aged Care Modern Award)

DESCRIPTION:

Having been assessed as competent in all areas of Companion Grade 1 and 2, the Companion Grade 3 shall be required to work in accordance with the following capabilities and indicative tasks. These include practices and procedures covering manual handling requirements, resident care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The Companion Grade 3 shall be able to work individually or as part of a team, is responsible for the quality of their own work. The employee shall be able to recognise, report and respond appropriately to changes in the condition of residents within the skills and competence of the employee and the lawful and reasonable requirements of the Employer. The Companion Grade 3 may also be required to work alone and is responsible for their own work performed with a medium level of accountability or discretion.

CAPABILITIES AND INDICATIVE TASKS:

An employee at this Grade must possess a Certificate Grade III in Aged Care / Certificate in Hospitality / Certificate in Leisure and Lifestyle or employer approved equivalent qualification/experience

- At least 4 years of work experience within the health care industry.
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.

- Display initiative in recognising problems and willingness to assume responsibility for actions taken.
- Recognise, report and respond appropriately to changes in the condition of residents within the skills and competence of an employee with certified medical training and the policies and procedures of the organisation; assists in the implementation of resident care plans; assist in the implementation of programs of activities for residents with guidance from the Recreational Activities Coordinator.
- Assist in the preparation of food, including cooking and/or preparation of light refreshments.
- Assist in the implementation of programs of activities for residents including physiotherapy activities that may be prescribed and guided by a physiotherapist.
- Participates in quality completion of appropriate documentation.
- Under the supervision of RN/TL an ability to mentor and support the work of other staff who work as Companions Grade 1 and 2 or other staff assisting with Hotel Services.

COMPANION GRADE 4 (BY APPOINTMENT ONLY)
(equivalent ACE 5 under Aged Care Modern Award)

DESCRIPTION:

This Grade is by appointment only and at the discretion of the Employer having given consideration to operational and resident needs.

Having been assessed as competent in all areas of Companion Grade 1, 2 and 3, the Companion Grade 4 shall be required to work in accordance with the following capabilities and indicative tasks. These include practices and procedures covering manual handling requirements, resident care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The Companion Grade 4 shall be able to work individually or as part of a team, is responsible for the quality of their own work, and may be designated by the Employer or management as having responsibility for leading and/or supervising the work of others. As part of the day to day dealings with staff, an employee at this Grade may have communicate with tradespeople and contractors on site when/if required. The employee shall be required to recognise report and respond appropriately to changes in the condition of residents within the skills and competence of the employee and as per the lawful and reasonable requirements of the Employer. The Companion Grade 4 may be required to work alone with minimal supervision

Employees at this level may be required to take on the role of Team leader supervising Care Companions grade 1,2 and /or 3 and other staff assisting with hotel services.

At the requirement of the Employer, an employee at this Grade may also distribute and administer medication within the limits of their qualifications and training. Employees at this Grade required by the Employer to utilise their medication credentials must have the following (which may be varied from time to time by the relevant National Vocational, Educational and Training Body:

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module – “Provide Physical Assistance with Medication” (CHCCS303A); or
- Hold other appropriate qualifications and/or experience acceptable to the employer.

An employee at this Grade will also possess a comprehensive knowledge of medical terminology and/or ACFI and comply with documentation requirements as determined by the employer, and as varied from time to time.

CAPABILITIES AND INDICATIVE TASKS:

- An employee employed at this Grade shall possess a Certificate IV in Aged Care / Certificate in Hospitality / Certificate in Leisure and Lifestyle as required by the Employer, or alternatively employer approved equivalent qualification/experience
- At least 4 years work experience within the Aged Care Industry.
- Ability to take responsibility for the overall food-services function including the planning, ordering and preparing of all meals and related domestic services as necessary.
- Ability to take responsibility for the development and implementation of programs of activities for residents.
- Ability to instruct and support other staff on how programs are to be managed and delivered to residents.
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.
- Under the supervision of RN or Physiotherapist, assist in the development and implementation of programs of activities for residents including implementation in physiotherapy care plans and participate in quality activities.
- Develop resident care plans, participate in quality and education activities and complete all relevant documentation.
- Display initiative in recognising problems and willingness to assume responsibility for actions taken.

CLINICAL CLASSIFICATIONS

ENROLLED NURSE

ENROLLED NURSE – PAY POINT 1

- (a)** Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b)** An employee will be appointed based on training and experience including:
 - having satisfactorily completed a hospital based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia (and shall also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c)** Skill indicators
 - The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgment, not yet developed by practical experience.

Progression to the next Pay Point: shall be annually or after the completion of 1762.5 hours for an employee who is not a full time employee, subject to satisfactorily demonstrating all skills and capabilities required at this level.

ENROLLED NURSE – PAY POINT 2

- (a)** Pay point 2 refers to the pay point to which an EN has been appointed.
- (b)** An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment/registration as an EN on a roll maintained by the Nursing and Midwifery Board of Australia (and shall also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor;; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, qualifications, skill and knowledge requirements specified for pay point 1;
- and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

Progression to the next Pay Point: shall be annually or after the completion of 1762.5 hours for an employee who is not a full time employee, subject to satisfactorily demonstrating all skills and capabilities required at this level.

ENROLLED NURSE PAY POINT 3

- (a)** Pay point 3 refers to the pay point to which an EN has been appointed.
- (b)** An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the registration, experience, qualifications, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Progression to the next Pay Point: shall be annually or after the completion of 1762.5 hours for an employee who is not a full time employee, subject to satisfactorily demonstrating all skills and capabilities required at this level.

ENROLLED NURSE – PAY POINT 4

- (a) Pay point 4 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the registration, experience, skill, qualifications and knowledge requirements specified for pay point 3; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

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

Progression to the next Pay Point: shall be annually or after the completion of 1762.5 hours for an employee who is not a full time employee, subject to satisfactorily demonstrating all skills and capabilities required at this level.

ENROLLED NURSE – PAY POINT 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the registration, experience, skill, qualifications and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

REGISTERED NURSE

For all Registered Nurses at all Levels – an employee who is employed as a Registered Nurse must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current

REGISTERED NURSE (RN) LEVEL 1, GRADE 1:

An employee employed at this Level and Grade has between zero and two years of continuous service (or for part time or casual staff, 1762.5 x 2 hours of service and no less than two anniversary years).

DESCRIPTION:

An employee employed at this Level and Grade shall be required to work within the established guidelines of Minchinbury Manor, as per the prescriptions of their registration and in accordance with all lawful and reasonable requirements of the Employer. These guidelines include practices and procedures covering manual handling requirements, residents' rights, resident care and direct and comprehensive resident nursing care, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The RN Grade 1 shall be able to work independently or as part of a team, under limited supervision. They may be responsible for coordinating services, including those of other disciplines or agencies, to individual residents within the facility. The RN Grade 1 is required to accept accountability for their own standard of care and service delivery. If operationally required, such employee may need to contact other staff to fill shifts that are suddenly vacant or in need of staffing.

CAPABILITIES AND INDICATIVE TASKS:

- An employee who is employed as a Registered Nurse must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.
- Display initiative in recognising problems and willingness to assume responsibility for actions taken.

PROGRESSION:

Subject to being assessed as competent at this Grade and the completion of 2 years continuous service for a full time employee (or part time hours referred to above) at this Grade, the Registered Nurse Grade 1 shall be entitled to progress to the next Grade, that is Registered Nurse Level 1, Grade 2.

REGISTERED NURSE (RN) LEVEL 1, GRADE 2:

An employee employed at this Level and Grade has with more than 2 years and up to 5 years of experience. For the purpose of calculating a PT employee's years of service, 1762.5 hours shall be taken to mean one year.

DESCRIPTION:

Having been assessed as competent in all areas of Registered Nurse Level 1, Grade 1, the Registered Level 1, Nurse Grade 2 shall be required to work within the established guidelines of Minchinbury Manor, as per the prescriptions of their registration and in accordance with all lawful and reasonable requirements of the Employer. These guidelines include practices and procedures covering manual handling requirements, resident care and direct and comprehensive resident nursing care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The

Registered Nurse Level 1, Grade 2 shall be able to work individually or as part of a team, and is responsible for the quality of their own work, subject to general supervision. Such employee may be asked to provide support to a group of care companions.

Accepting accountability for the employees own standard of care and service delivery. If operationally required, such employee may need to contact other staff to fill shifts that are suddenly vacant or in need of staffing.

CAPABILITIES AND INDICATIVE TASKS

- An employee employed at this Level and Grade must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.
- Display initiative in recognising problems and willingness to assume responsibility for actions taken.
- Provide education, counselling and group work services orientated towards the promotion of health status improvement of residents within the facility;
- Provide support, direction and education to newer or less experienced staff, including EN's, Care Companions and student EN's and student nurses;

PROGRESSION:

Subject to being assessed as competent at this Grade and the completion of 3 years continuous service for a full time employee (or part time hours referred to above) at this Grade, the Registered Nurse Grade 2 shall be entitled to progress to the next Grade, that is Registered Nurse Level 1, Grade 3.

REGISTERED NURSE (RN) LEVEL 1, GRADE 3:

An employee at this Level and Grade has more than 5 years experience and up to 7 years experience. For the purpose of calculating a PT employee's years of service, 1762.5 hours shall be taken to mean one year.

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DESCRIPTION:

Having been assessed as competent in all areas of Registered Nurse Level 1, Grade 1 and 2, the Registered Nurse Level 1, Grade 3 shall be required to work within the established guidelines of Minchinbury Manor, as per the prescriptions of their registration and in accordance with all lawful and reasonable requirements of the Employer. These guidelines include practices and procedures covering manual handling requirements, resident care and

direct and comprehensive resident nursing care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The Registered Nurse Grade 3 shall be able to work individually or as part of a team, is responsible for the quality of their own work, and will be designated by the Employer or management at having responsibility for leading and supervising the work of others.

CAPABILITIES AND INDICATIVE TASKS:

- Assisting in the participation reviews and management of clinical governance, continuous improvement, quality assurance programs and policy development within the facility.
- Accepting accountability for the employees own standard of care and service delivery.
- If operationally required, such employee may need to contact other staff to fill shifts that are suddenly vacant or in need of staffing.
- Provide education, counselling and group work services orientated towards the promotion of health status improvement of residents within the facility;
- Provide support, direction and education to newer or less experienced staff, including EN's, Care Companions and student EN's and student nurses;
- An employee who is employed as a Registered Nurse must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.
- Display initiative in recognising problems and willingness to assume responsibility for actions taken.

PROGRESSION:

Subject to being assessed as competent at this Grade and the completion of 2 years continuous service for a full time employee (or part time hours referred to above) at this Grade, the Registered Nurse Level 1, Grade 3 shall be entitled to progress to the next Grade, that is Registered Nurse Level 1, Grade 4.

REGISTERED NURSE (RN) LEVEL 1, GRADE 4:

An employee at this Level and Grade has more than 7 years of experience. For the purpose of calculating a PT employee's years of service, 1762.5 hours shall be taken to mean one year.

DESCRIPTION:

Having been assessed as competent in all areas of Registered Nurse Level 1, Grade 1, 2 and 3, the Registered Nurse Level 1, Grade 4 shall be required to work within the established

guidelines of Minchinbury Manor, as per the prescriptions of their registration and in accordance with all lawful and reasonable requirements of the Employer. These guidelines include practices and procedures covering manual handling requirements, resident care and direct and comprehensive resident nursing care, residents' rights, accreditation standards and other compliance items as needed for the efficient functioning of Minchinbury Manor. The Registered Nurse Level 1, Grade 4 shall be able to work individually or as part of a team, is responsible for the quality of their own work, and may be designated by the Employer or management as having responsibility for leading and/or supervising the work of others. The Registered Nurse Level 1, Grade 4 may also be required to work alone.

CAPABILITIES AND INDICATIVE TASKS:

- Accepting accountability for the employees own standard of care and service delivery.
- If operationally required, such employee may need to contact other staff to fill shifts that are suddenly vacant or in need of staffing.
- Provide education, counselling and group work services orientated towards the promotion of health status improvement of residents within the facility;
- Provide support, direction and education to newer or less experienced staff, including EN's, Care Companions and student EN's and student nurses;
- An employee who is employed as a Registered Nurse must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current. At this Grade added qualification or specializations may be considered.
- Ability to communicate effectively with all levels of management, staff, residents and their representatives.
- Display initiative in recognising problems and willingness to assume responsibility for actions taken.

REGISTERED NURSE (RN) LEVEL 2 – BY APPOINTMENT ONLY:

An employee who is employed as a Registered Nurse must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current

At this Grade added qualification or specializations may be considered.

(a) An employee at this level:

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

An employee at this level may also be known as a Clinical nurse.

(b) In addition to the duties of an RN Level 1 (all grades), an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a Clinical nurse will substantially include, but are not confined to:

- delivering direct and comprehensive resident nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN Level 1 (all grades), EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

REGISTERED NURSE (RN) LEVEL 3 – BY APPOINTMENT ONLY:

An employee who is employed as a Registered Nurse must be registered as such with the Nursing and Midwifery Board of Australia (which may also be taken to mean the Australian Health Practitioner Regulation Authority if applicable) or its successor. Registration must be current

At this Grade added qualification or specializations may be considered.

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and

- (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

(b) In addition to the duties of an RN Level 2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

- (iii) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive resident nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

- (iv) Duties of a **Nurse manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- Work Health and Safety;

- initiation and evaluation of research related to staff and resource management;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (v) Duties of a **Nurse educator** will substantially include, but are not confined to:
- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
 - implementation and evaluation of staff education and development programs;
 - staff selection;
 - implementation and evaluation of patient or client education programs;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
 - being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

ALLIED AND OTHER CLASSIFICATIONS**ADMINISTRATION CLERK:****DESCRIPTION:**

An employee who is employed in this role must communicate effectively with management, accounts and other departments throughout the facility. They may also be the front of office person who meets and greets residents, relatives and all other visitors to the facility. The role of Administrative Clerk is not limited to set duties, however the majority of those undertaken are clerical and administrative, varying from time to time as elected by management and within the employee's skills and capabilities.

CAPABILITIES AND INDICATIVE TASKS:

- is capable of prioritising work within established routines, methodical and organised
- works under limited supervision, either individually or in a team, capable of taking the initiative and problem solving,
- possesses sound & thorough communication and mathematical skills
- excellent customer skills and phone mannerism
- employee, undertakes a wide range of basic clerical functions within established routines, methods and procedures.
- sound knowledge of computer skills
- adequate typing skills
- Work cooperatively as a team member.
- Ensure compliance with Work Health and Safety policies and protocols
- Undertake risk assessment and risk management as per the guidelines of the Employer.
- Report all resident, staff and visitor incidents utilising the appropriate incident forms. Follow organisational guidelines for safe manual handling.

MAINTENANCE PERSON

DESCRIPTION:

An employee employed in this role is responsible for the maintenance and repair of the Employer's property to the extent of building and contents, equipment and capital stock to facilitate the delivery of quality services. This does not extend to the maintenance and repair of electronic equipment or any other equipment or property that the employee is not qualified to repair.

INDICATIVE CAPABILITIES AND TASKS:

- Class A unrestricted drivers license (Australian)
- Demonstrated experience in the maintenance of buildings
- Demonstrated ability to complete and review preventative maintenance programs
- Demonstrated ability to work unsupervised
- Demonstrated ability to work as part of a multi-disciplinary team
- Demonstrated understanding of working within budget
- Demonstrated customer focus skills
- Relevant Trade or other certificates
- Experience working with older people
- Working according to policy, protocols and procedures under the direction of the Manager.
- Actively contributing to continuous improvement and the achievement of the Aged Care Accreditation Standards by participating in committees and attendance at staff meetings.
- Acknowledging and maintaining residents' rights, privacy and confidentiality in accordance with the Charter of Residents' Rights.
- Actively participating in the identification and remedial action of hazards.
- Acting in accordance with Mandatory reporting requirements.

Ability to work with colleagues. This includes:

- Working cooperatively as a team member.
- Working within the level of skill and knowledge and seek assistance from others if necessary.
- Practice a duty of care to each other by respecting each other's integrity and ability to contribute to a cohesive and harmonious team.

- Demonstrate flexibility in work practices in order to support colleagues and to meet the changing needs of the facility and residents.

Demonstrate a Commitment to Training and Development. This includes:

- Maintaining skills and knowledge related to clinical care.
- Attending relevant in service education sessions.
- Seeking opportunities to undertake continuing education provided by external agencies.
- Maintaining own service and continuing education records.
- Sharing knowledge and expertise with other members of staff gained through attendance at education forums.
- Participating in regular review of professional portfolio.

Work within the Work Health and Safety Policy and Protocols of Minchinbury Manor. This includes:

- Monitoring the performance of the team to ensure they comply with work health and safety policies and protocols and undertake risk assessment and risk management.
- Reporting all resident, staff and visitor incidents utilising the appropriate incident forms.
- Following organizational guidelines for safe manual handling.

Work with external service providers, including all work in relation to:

- Waste management
- Thermostatic mixing valves
- Emergency lighting
- Fire detection and suppression equipment
- Pest and vermin control
- Other essential services
- Participate in the completion of an annual Inventory.

Assist the Manager in the acquisition of quotes for capital expenditure including recommendations to the Manager regarding:

- Suitability of equipment prior to purchase (in relation to maintenance and repair requirements)
- Need for the replacement of equipment where maintenance/repair costs exceed replacement costs
- Performance of external maintenance and repair contractors
- Future maintenance requirements at the facility.

COOK:

DESCRIPTION:

The employee employed in this role essentially is responsible for the delivery of high quality person centred care via the preparation and supervision of the delivery of quality food services under the home's food safety program. In order to discharge the service, in addition to food

preparation, the employee will directly supervise subordinate kitchen staff as per daily allocation. Please note, not all shifts will require direct supervision of other staff. They will also be required to complete documentation of current and ongoing food service delivery. A Certificate II in Hospitality or equivalent Trade or other certificates/work experience as acceptable by the Employer is desirable. Experience working with older people is regarded highly.

CAPABILITIES AND INDICATIVE TASKS:

- Professional communication to the Manager where appropriate in all matters related to food service delivery;
- Professional liaison with residents, families as required;
- Support the leadership, show compassion, and uphold respect and trustworthiness of your team
- Stewardship of the home's and resident resources;

- Experience in cooking for large groups of people
- Demonstrated ability to work unsupervised
- Demonstrated ability to work as part of a team
- Demonstrated understanding of working within budget
- Demonstrated customer focus skills

Ability to work with colleagues. This includes:

- Working cooperatively as a team member.
- Working within level of skill and knowledge.
- Respecting each other's integrity and ability to contribute to a cohesive and harmonious team.
- Demonstrating flexibility in work practices in order to support colleagues and to meet the changing needs of the facility.

Demonstrate a Commitment to Training and Development. This includes:

- Maintaining skills and knowledge related to work role.
- Attending relevant in service education sessions.
- Seeking opportunities to undertake continuing education provided by external agencies.
- Maintaining own service and continuing education records.
- Sharing knowledge and expertise with other members of staff gained through attendance at education forums.

Work within the Work Health and Safety Policy and Protocols of Minchinbury Manor

- Complying with Work health and safety policies and protocols.
- Reporting all resident, staff and visitor incidents utilizing the appropriate incident forms.

Following organizational guidelines for safe manual handling.

CARE COMPANION /KITCHEN HAND**DESCRIPTION:**

An employee employed as a Care Companion/Kitchen Hand will generally be allocated to work in the kitchen, assisting the Cook with food preparation, light cleaning and the delivery of meals. From time to time, they may be asked to relieve other Care Companions who work directly and with the residents. A relevant Certificate in either aged care or hospitality or other certificates/work experience as acceptable by the Employer is desirable. Experience working with older people is regarded highly.

CAPABILITIES AND INDICATIVE TASKS:

- Demonstrated ability to work under supervision
- Demonstrated ability to work as part of a team
- Demonstrated understanding of food preparation, infection control policies, understanding of safe work procedures
- Demonstrated customer focus skills
- Working cooperatively as a team member.
- Working within level of skill and knowledge.
- Respecting each other's integrity and ability to contribute to a cohesive and harmonious team.
- Demonstrating flexibility in work practices in order to support colleagues and to meet the changing needs of the facility.

Demonstrate a Commitment to Training and Development. This includes:

- Maintaining skills and knowledge related to work role.
- Attending relevant in service education sessions.
- Seeking opportunities to undertake continuing education provided by external agencies.
- Maintaining own service and continuing education records.
- Sharing knowledge and expertise with other members of staff gained through attendance at education forums.

RECREATIONAL ACTIVITIES OFFICER (RAO)**DESCRIPTION:**

The employee employed in this role is responsible for ensuring that each resident within Minchinbury Manor is encouraged and enabled to participate as much as possible in lifestyle activities of their choosing and capability. They will actively provide, promote and facilitate lifestyle activities within an ethical framework, identify areas of risk and complete accurate reporting responsibilities. This includes completion of documentary evidence of each resident's current and ongoing lifestyle program, communicated at all times to the Manager.

INDICATIVE TASKS AND RESPONSIBILITIES:

- Demonstrated ability to work unsupervised
- Demonstrated ability to work as part of a team
- Demonstrated customer focus skills
- Demonstrated understanding of person centred care and lifestyle programs

- Certificate 1V in Lifestyle and Leisure will be regarded highly
- Experience working with older people

- Responsible for the delivery of high quality person centred lifestyle activities. This includes
- Ensuring that each resident is treated with dignity and respect at all times and their involvement in activities acknowledged
- Ensuring.
- Professional communication with the Manager where appropriate in all matters related to the role.
- Professional liaison residents, families, as well Department of Health and Ageing and Accreditation Agency as required;
- Support the leadership, show compassion, and uphold respect and trustworthiness of your team
- Stewardship of the home's and resident resources;
- Professional boundaries and competent lifestyle practice.
- Promote effective teamwork through support of staff within their scope of practice
- Perform work activities in a manner which promotes safety and risk management to relevant individuals.