



# DECISION

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

**Moran Australia (Residential Aged Care) Pty Limited T/A Moran Aged Care**  
(AG2021/8892)

## **MORAN AUSTRALIA (RESIDENTIAL AGED CARE) PTY LIMITED NSW ENTERPRISE AGREEMENT 2021**

Aged care industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 3 FEBRUARY 2022

*Application for approval of the Moran Australia (Residential Aged Care) Pty Limited NSW Enterprise Agreement 2021.*

[1] An application has been made for approval of an enterprise agreement known as the *Moran Australia (Residential Aged Care) Pty Limited NSW Enterprise Agreement 2021* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Moran Australia (Residential Aged Care) Pty Limited T/A Moran Aged Care. The Agreement is a single enterprise agreement.

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

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

[4] I note that Clause 26.2(d) is inconsistent with the National Employment Standards. Given the National Employment Standards precedence clause at clause 6 of the Agreement, I am satisfied that the more beneficial entitlements of the NES will prevail.

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

**[6]** The Agreement is approved and, in accordance with s.54 of the Act, will operate from 10 February 2022. The nominal expiry date of the Agreement is 1 July 2023.



DEPUTY PRESIDENT

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<AE514804 PR738001>

## Annexure A

### IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/8892

Applicant:

Moran Australia (Residential Aged Care) Pty Limited

*Section 185 – Application for approval of a single enterprise agreement*

### Undertaking – section 190

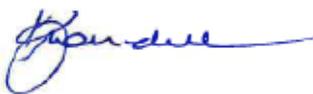
I, Kristine Condell, Head of People and Culture have the authority given to me by Moran Australia (Residential Aged Care) Pty Limited (**Moran**) to provide the following undertakings with respect to *Moran Australia (Residential Aged Care) Pty Limited NSW Enterprise Agreement 2021 (Agreement)*. These undertakings are provided on the basis of the matters raised by the Fair Work Commission in the application before the Fair Work Commission.

The undertakings are as follows.

1. Appendix 1 – Wage Rate Schedule – Aged Care Level 5, PCW Grade 4: Moran undertakes that the wage rate for the Personal Care Worked Grade 4 (under the Aged Care Level 5 classification) will be \$24.96 on commencement of the Agreement. The wage rates increase for 1 January 2022 onwards will be applied to this wage rate.
2. Clause 17.2 – Span of Day Worker hours and Overtime: Moran undertakes that where an employee is engaged as a day worker and works hours outside the span of hours set out in clause 17.2(a), such time will be overtime and attract the overtime penalty rates in clause 21.1(a) of the Agreement.
3. Clause 22.1(a) – Shift penalty rates: Moran undertakes that a Nursing Assistant will be entitled to a shift penalty rate of 12.5% where they work a shift that commences between 12pm and 4pm.
4. Clause 17.1(a)(ii) – Maximum shift length: Moran undertakes that the maximum ordinary shift length for an Aged Care Employee working a day shift will be 8 hours.
5. Clause 42 – Mandatory training: Moran undertakes that all mandatory training that is attended to outside the maximum daily ordinary hours or 38 hours per week will be paid at the applicable overtime penalty rate.
6. Clause 21.3 – Time off in Lieu: Moran undertakes that an employee may, at any time, request that their accrued time off in lieu is paid out and the employer must then pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

7. Clause 17.4 – Rest Breaks between Rostered Work: Moran undertakes that, in relation to a Nurse, if, on the instruction of the employer, the Nurse resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.
8. Clause 21.5 – Rest Break during Overtime: Moran undertakes that the minimum rest period after overtime will be 10 hours and that the capacity for this to be reduced to 8 hours by agreement (per clause 21.4(b) of the Agreement) will not apply.
9. Clause 25.1(a) – Annual leave, Nursing Assistant: Moran undertakes that the wage rate for a Nursing Assistant will be at least 1.92% above the applicable rate in the Nurses Award 2020. Accordingly, the rate payable for the Nursing Assistant classifications under the Agreement may be higher than the rate in Appendix 1 if the rate in Appendix 1 is not at least 1.92% above the relevant minimum wage rate in the Nurses Award 2020.
10. Clause 17 – Days free: Moran undertakes that each Nurse must be free from duty for not less than:
  - (i) 2 full days in each week; or
  - (ii) 4 full days in each fortnight; or
  - (iii) 8 full days in each 28-day cycle.
11. Clause 15(e) – Part time safeguards: Moran undertakes that an Aged Care or Health Professional employee will, before commencing employment, agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the hours of work will be in writing.

For clarity the above will apply instead of the pre-employment agreement in the Agreement at clause 15(e)(i) to (iii) of the Agreement.
12. Clause 16(c) – HPSS Casual employee working on public holiday: Moran undertakes that a casual Health Professional working on a public holiday will be entitled to a minimum engagement of 3 hours.



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Signature

2 February 2022

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Date

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

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**MORAN AUSTRALIA (RESIDENTIAL AGED CARE)  
PTY LIMITED**

**NSW**

**ENTERPRISE AGREEMENT**

**2021**

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1. ARRANGEMENT

The Agreement is arranged as follows:

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2. NAME OF THE AGREEMENT

The Agreement shall be known as the *Moran Australia (Residential Aged Care) Pty Limited NSW Enterprise Agreement 2021*.

3. COVERAGE

This Agreement shall cover:

- (a) Moran Australia (Residential Aged Care) Pty Limited (**'the Employer'**) (ABN 29 127 791 619); and
- (b) The employees covered by this Agreement are employees of the Employer performing work within the classifications contained in this Agreement and employed in a residential aged care facility in New South Wales; and
- (c) Subject to the requirements of the Fair Work Act 2009 ("the Act"), the Australian Nursing and Midwifery Federation – NSW Branch (**'ANMF NSW Branch'**) and HSU New South Wales (**'HSU'**).

4. DATE AND PERIOD OF OPERATION

This Agreement shall commence operation from the 7<sup>th</sup> day after the Agreement is approved by the Fair Work Commission and shall remain in force until 1 July 2023, and thereafter in accordance with the *Fair Work Act 2009* (as amended or replaced).

The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

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

6. RELATIONSHIP TO NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("**NES**") are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. DEFINITIONS

- (a) For the purposes of this Agreement:

**The Act** means the *Fair Work Act 2009*.

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**FWC** means the Fair Work Commission.

**AHPRA** means the Australian Health Practitioner Regulation Authority.

**Agreement** means this Enterprise Agreement.

**Base rate of pay** means the rate of pay for a period worked that does not include incentive based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

**Base hourly rate of pay** means the base rate of pay divided by 38.

**Board** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

**Employee** means an employee of the employer and has the meaning in the Act.

**Employer** means Moran Australia (Residential Aged Care) Pty Ltd and has the meaning in the Act.

**Employee representative** means an employee or other person or union nominated by the employee/s to represent the employee/s in relation to their employment.

**immediate family** of an employee means:

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

**NES** means National Employment Standards set out under Chapter 2, Part 2-2 of the Act. These are the minimum standards that apply to the employment of employees which cannot be displaced.

**Party or parties** means those covered in accordance with Clause 3 Coverage of this Agreement.

**Regulations** mean the *Fair Work Regulations 2009*.

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**Unions** mean the Australian Nursing and Midwifery Federation (**ANMF**), of which New South Wales is a branch (**ANMF NSW Branch**), and the HSU New South Wales (**HSU**). The NSWNMA is the commonly recognised reference for “ANMF NSW Branch” in NSW.

(b) Progression

For the purpose of yearly progression based on service and experience an employee must complete 1976 hours, or in the case of a casual or part time employee 1824 hours. For progression for all classifications under this agreement, refer to Schedules A to D.

(c) Recognition of Service and Experience (Nursing Classifications only)

- (i) From the time of commencement of employment an employee has two months in which to provide documentary evidence to the employer detailing any other relevant service or experience, including the hours worked or the amount of experience obtained, not disclosed at the time of commencement.
- (ii) Until such time as the employee furnishes any such documentation outlined in (c)(i) the employer shall pay the employee at the level for which proof has been provided.
- (iii) If within two months of commencing employment an employee does provide documentary evidence of other previous relevant service or/and experience the employer shall pay the employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided.
- (iv) If the employee provides documentary evidence of other previous relevant service and/or experience after two months from commencement the employer shall pay the employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back dated to the time of commencement.

(d) Re-grading (Aged Care Classifications only)

- (i) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the employee may apply to have their position reclassified to the higher classification.
- (ii) An application for re-grading by an employee must be made in writing.
- (iii) The employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- (iv) Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.

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- (v) Factors with a bearing on the decision may include whether the changes:
    - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
    - (ii) are permanent or temporary.

## 8. CONSULTATION REGARDING CHANGE

- (a) This term applies if the Employer proposes to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- (b) The employer must consult the employees to whom the agreement applies about:
  - (i) a major workplace change that is likely to have a significant effect on the employees; or
  - (ii) a change to their regular roster or ordinary hours of work.
- (c) The relevant employees may appoint a representative, which may be a representative from the NSWNMA or HSU for the purposes of the procedures in this term.
- (d) If:
  - (i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - (ii) the employee or employees advise the employer of the identity of the representative;

the employer must recognise the representative.
- (e) As soon as practicable after making its decision, the employer must
  - (i) discuss with the relevant employees:
    - (1) the introduction of the change; and
    - (2) the effect the change is likely to have on the employees; and
    - (3) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (ii) for the purposes of the discussion — provide, in writing, to the relevant employees:
    - (1) all relevant information about the change including the nature of the change proposed; and

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- (2) information about the expected effects of the change on the employees; and
    - (3) any other matters likely to affect the employees.
  - (iii) Subject to (e)(i) and (ii), for a change to the employees' regular roster or ordinary hours of work, the employer is required to:
    - (1) to provide information to the employees about the change; and
    - (2) to invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
    - (3) to consider any views given by the employees about the impact of the change.
  - (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
  - (g) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
  - (h) If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in subclauses (b)(i), (c) and (e) are taken not to apply.
  - (i) In this term, a major change is **likely to have a significant effect on employees** if it results in the termination of the employment of employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain employees; or the need to relocate employees to another workplace; or the restructuring of jobs.
  - (j) In this term, **relevant employees** means the employees who may be affected by the major change.

## 9. DISPUTE RESOLUTION PROCEDURE

- (a) This clause sets out the procedure to settle a dispute relating to any employment matter including:
  - (i) a matter arising under the agreement, or
  - (ii) the NES, or

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- (iii) whether the employee had reasonable business grounds under subsection 65(5) of the Act (requests for flexible working arrangements) or 76(4) of the Act (requests for extending unpaid parental leave).
  - (b) In the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
  - (c) If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause (b) have been taken, a party to the dispute may refer the dispute to the FWC, or other appropriate statutory tribunal.
  - (d) Unless otherwise stated in this Agreement, the parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.
  - (e) Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
  - (f) An employer or employee may appoint another person, organisation or association, which may include the Union/s, to accompany and/or represent them for the purposes of this clause.
  - (g) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act.
  - (h) Subject to work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

## 10. WAGE RATES

### Payment of Wages

- (a) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (b) Employees will be paid by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- (c) When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee by close of business on the last day of employment or no later than three (3) business days.
- (d) Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example bank error or delay.

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- (e) Where a Public Holiday day falls on a pay day the employer will, where practicable, make payment on the day prior to the Public Holiday day and will notify employees of this change.

#### 10.1 Pay Slips

- (a) In accordance with the Act each employee will be provided a payslip each pay day which provides the employees hours worked and accrued entitlements. This will include but is not limited to:
  - (i) the employee's classification and rate of pay;
  - (ii) ordinary and overtime hours worked;
  - (iii) any penalty rates payable;
  - (iv) annual leave.
- (b) Employees have the right to request any of their leave accruals at any time.

#### 10.2 Underpayments of Wages

- (a) Where an employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the employer.
- (b) The employer, upon agreement with the identified error, will rectify the error as soon as practicable.

#### 10.3 Overpayment of Wages

- (a) Where the employee has been overpaid all or part of their pay on any occasion they, or the employer, should raise the error immediately.
- (b) As soon as the error is identified, the employee will agree to rectify the error as soon as practicable.
- (c) Any payment arrangements will be agreed to and authorised by the employee in writing.

### 11. WAGE INCREASES

- (a) Wages increases for the purposes of this Agreement are set out at Appendix 1.
- (b) The wage increases, as set out at Appendix 1, shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- (c) Any further wage increase shall be at the discretion of the Employer, unless the base rate of pay falls below the equivalent base rate of pay in the relevant Modern Award, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award.

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- (d) For clarity, the rates of pay as increased by this Agreement (as rounded) are set out in Appendix 1 and in the event of any dispute about the appropriate rates, the rates published in Appendix 1 shall be definitive.

## 12. SUPERANNUATION

### (a) Superannuation Legislation

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 covering the employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

### (b) Employer Contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee.

### (c) Casual Employees

An employer must make such superannuation contributions to a superannuation fund for the benefit of a casual employee who has earned in excess of \$450 per month or \$2000 ordinary time earnings during their employment in the course of any one year (1 July to 30 June).

### (d) Voluntary Employee Contributions

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

### (e) Superannuation Fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in Clause (b) to another superannuation fund that is chosen by the employee, the employer must make the

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superannuation contributions provided for in (b) and pay the amount authorised under Clauses(d)(i) or (d)(ii) to one of the following superannuation funds:

- (i) Health Employees Superannuation Trust of Australia (HESTA);
  - (ii) 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.
- (f) Upon commencement of employment, the Employer shall provide each worker with membership form for their preferred fund as per Clause (e) and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the employee had not completed an application form within 28 days, the Employer shall forward contributions and employee details to HESTA ("Default Fund"). The Default Fund offers a MySuper product.

### 13. TYPES OF EMPLOYMENT

#### Employment Categories

- (a) Employees under this Agreement will be employed in one of the following categories:
- (i) full-time;
  - (ii) part-time; or
  - (iii) casual.
- (b) At the time of engagement an employer will inform each employee 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.

### 14. FULL-TIME EMPLOYMENT

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 17(a) of this Agreement.

### 15. PART-TIME EMPLOYMENT

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.

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- (c) A part-time employee will be paid a minimum of three hours pay for each engagement except all part time employees will be paid a minimum of two hours pay for each engagement on a Public Holiday.
  - (d) The terms of the agreement in (b) may be varied by agreement and recorded in writing.
  - (e) Notwithstanding clauses (b) and (d), for Aged Care and Health Professional employees only, before commencing employment, the employer and employee will agree in writing on:
    - (i) the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and
    - (ii) the days of the week the employee may be rostered to work within a fortnight; and
    - (iii) the agreed minimum number of contracted hours to be worked per fortnight.

In accordance with Clause 21.2 of the overtime provisions prescribed at the Overtime Clause of this Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 10 hours per day or shift or 38 hours per week or 76 hours per fortnight will be paid at overtime rates as per Clause 21.2.

No part-time employee shall be directed to work in excess of their rostered ordinary hours at the ordinary time rate of pay. A part-time employee who is directed to work in excess of their rostered ordinary hours and does not agree, will be paid overtime rate per Clause 21.2 for the additional hours worked.

- (f) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (g) A part time employee may be requested to work reasonable additional hours in accordance with Clauses 17 Hours of Work, 18 Rosters and 21 Overtime in this Agreement.
- (h) Annual Review of Part-time Hours
  - (i) At the request of an employee, the hours worked by the employee will be reviewed annually.
  - (ii) Where the employee is regularly working more than their specified contracted hours then such contracted hours shall be adjusted by the employer, to reflect the hours regularly worked, which may include moving to full time employment.
  - (iii) The hours worked in the following circumstances will not be incorporated in the adjustment:

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- (1) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - (2) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (iv) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

## 16. CASUAL EMPLOYMENT

- (a) A casual employee is defined under section 15A the Fair Work Act. In summary this is where a person accepts an offer of employment on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person. A casual employee can elect to accept or reject work that is offered during their engagement as a casual employee.
- (b) A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus the relevant 25% casual loading.
- (c) A casual employee will be paid a minimum of three hours pay for each engagement except all casual employees will be paid a minimum of two hours pay for each engagement on a Public Holiday.
- (d) A casual employee will be paid shift allowances calculated on the base rate of pay (ie excluding the casual loading) with the casual loading component then added to the penalty rate of pay.
- (e) Casual Conversion
  - (i) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
    - (1) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
    - (2) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
  - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Arbitration of an

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employee's request for conversion may only occur by agreement of the employer and the union/s.

(iii) Casual conversion will not apply where a casual has covered absences of permanent employees who are expected to return to work or if the hours are due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.

(iv) A casual employment may also be entitled to convert to permanent employment in line with the NES.

## 17. HOURS OF WORK

### 17.1 Ordinary Hours of Work

- (a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight, and will be worked either:
- (i) in a period of 28 calendar days of not more than 20 work days in roster cycle; or
  - (ii) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (b) The hours of work on any day or shift will be continuous except for meal breaks.

### 17.2 Span of Hours

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in Clause 17.2 (a).

### 17.3 Rostered Days Off

Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive.

### 17.4 Rest Breaks Between Rostered Work

An employee will be allowed a rest break of ten hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift, except by agreement where it may be 8 hours.

## 18. ROSTERS

- (a) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to

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employees fourteen days or no less than seven days for all employees before the commencement of the roster period.

- (b) Employees will work in accordance with a weekly or fortnightly roster set by the employer.
- (c) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (d) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- (e) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- (f) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days of in that fortnight, as the case may be.

#### 18.1 Broken Shifts (Aged Care Classifications only)

- (a) Broken shifts for the purpose of this clause means a shift worked by an employee that includes one or more breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clause 22 Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (f) Each portion of the shift must meet the minimum engagement requirements of 3 hours.

#### 19. SATURDAY AND SUNDAY WORK

- (a) Where an employee, other than a casual employee, is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.

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- (b) Where an employee, other than a casual employee, is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
  - (c) Casual employees will be paid, inclusive of the casual loading, 175% of the base rate of pay for Saturday work and 200% of the base rate of pay for Sunday work, except for AINS, who will be paid 187.5% of the base rate for Saturday work and 218.75% for Sunday work.
  - (d) These extra rates set out in this clause are in substitution for and not cumulative upon the shift penalties prescribed at Clause 22 Shiftwork.

## 20. BREAKS

### Meal Breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is required and authorised by the Employer to remain available for duty during a meal break:
  - (i) a Registered Nurse will be paid an 'on call during meal break allowance' as provided for in Item 23 in Table 2, provided such that only one allowance shall be payable in any period of 24 hours. If a Registered Nurse is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break;
  - (ii) for all other employees, the employee will be paid overtime for all time worked until the meal is taken.

### Tea Breaks

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

## 21. OVERTIME

### 21.1 Overtime Penalty Rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in Clause Ordinary hours of work for nursing and health professional employees, are to be paid as follows:
  - (i) Monday to Saturday (inclusive)–time and a half for the first two hours and double time thereafter;

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- (ii) Sunday—double time; and
  - (iii) Public holidays—double time and a half.
- (b) Hours worked in excess of the ordinary hours on any day or shift prescribed in Clause Ordinary hours of work for aged care employees, are to be paid as follows:
- (i) Monday to Friday (inclusive)—time and a half for the first two hours and double time thereafter;
  - (ii) Saturday and Sunday—double time; and
  - (iii) Public holidays—double time and a half.
- (c) A casual employee will be entitled to receive overtime penalty rates for time worked beyond 10 hours per day or 76 hours per fortnight. The penalty rates will be applied to the casually loaded rates, meaning:
- (i) time and a half equates to a total rate of 187.5%;
  - (ii) double time equates to a total rate of 250%; and
  - (iii) double time and a half equates to a total rate of 312.5%.
- (d) Overtime penalties as prescribed in Clause 21.1(a) or (b) do not apply to Registered Nurse levels 4 and 5.
- (e) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in Clause 19 Saturday and Sunday Work and Clause 22 Shiftwork.

## 21.2 Part-time Employees

- (a) All time worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid at overtime rates as set out in clause 21.1.
- (b) Subject to clause 15(e), all time worked by part-time employees which exceeds 10 hours per day or shift, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.

## 21.3 Time Off Instead of Payment for Overtime

By mutual agreement, an 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.

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- (c) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
  - (d) An employee cannot be compelled to take time off instead of payment for overtime.

#### 21.4 Rest Period After Overtime

- (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) The Employer and an employee may agree to a shorter break between overtime shifts, providing the employee will have no less than eight hours break between shifts.
- (c) 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 an absence.
- (d) 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.

#### 21.5 Rest Break during Overtime

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

#### 21.6 Recall to Work when On Call

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

#### 21.7 Recall to Work when not On Call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of four hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

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- (c) An employee who is recalled to work will not be obliged to work for four hours if the work for which the employee was recalled is completed within a shorter period.

## 22. SHIFTWORK

### 22.1 Shift Penalties (Aged Care and Nursing Classifications)

- (a) Employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate, for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.
  - (i) 10% for afternoon shift commencing after 10:00 a.m. and before 1:00 p.m.
  - (ii) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
  - (iii) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
  - (iv) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.
- (b) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by Clause 19 Saturday and Sunday Work and Clause 26 Public Holidays applies.
- (c) The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

### 22.3 Shiftwork (Health Professionals only)

Where the ordinary hours of work of an employee finish between 6.00pm and 8.00am or commence between 6.00pm and 6.00am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.

- 22.4 The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by Clause 19 Saturday and Sunday Work and Clause 26 Public Holidays applies.

## 23. HIGHER DUTIES

- (a) An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
  - (i) the time so worked for two hours or less; or

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(ii) full day or shift where the time so worked exceeds two hours.

(b) Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

#### 24. PARENTAL LEAVE

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

(b) On and from the first full pay period on or after 1 January 2022, a permanent employee with at least two years of continuous service with the Employer will be entitled to take 2 weeks paid parental leave where they are the primary carer of a child that is born or adopted. The paid leave provided for by this clause must be taken in the first full pay period after the date of birth / adoption, unless agreed to by the Employer.

(c) In accordance with the provisions of s.73 of the *Fair Work Act 2009*, a female employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the DON or nominee, the employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.

In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and birthing partner leave

(d) Right to request

(i) An employee entitled to parental leave pursuant to the provisions of clause 24 may request the employer to allow the employee:

(1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;

(2) to return from a period of parental leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

(ii) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

(iii) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under (i) and (ii) must be recorded in writing.

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(iv) Request to return to work part-time

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

## 25. ANNUAL LEAVE

### 25.1 Quantum of Annual Leave

(a) Annual leave is to be granted in accordance with the NES in respect of any 12 months service as follows:

- |       |                        |   |
|-------|------------------------|---|
| (i)   | Full time employees    | four weeks (152 hours) annual leave         |
| (ii)  | Full time shiftworkers | five weeks (190 hours) annual leave         |
| (iii) | Part time employees    | four weeks annual leave on a pro rata basis |
| (iv)  | Part time shiftworkers | five weeks annual leave on a pro rata basis |

For the purposes of this clause, a 'shiftworker' (defined for the purposes of the NES and the additional week of annual leave) is an employee who is not a day worker as defined in Clause 17.2(a) Span of Hours. In addition, for an Aged Care Employee, the definition of 'shiftworker' will also include a person who works for more than four ordinary hours on 10 or more weekends in the year.

(b) An employee's entitlement to paid annual leave as outlined at 25.1(a) accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

### 25.2 Taking of Leave

(a) Subject to subclause 25.3, paid annual leave may be taken for a period agreed between the Employer and the employee. The Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(b) An employee must make reasonable efforts to submit an annual leave request form in support of their application to take annual leave not less than six weeks prior to their leave commencement date. In determining whether a request for annual leave is reasonable for the purposes of this clause, the Employer may take into account notice given of the intended leave.

### 25.3 Excessive annual leave

(a) The Employer may direct an employee to take a period of annual leave if the employee has accrued more than 8 weeks paid annual leave (or 10 weeks paid annual leave in the case of a shift worker), provided:

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- (i) the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
  - (ii) the Employer will not unreasonably refuse to agree to an employee's leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and employee.
- (b) If an employee has genuinely tried to reach agreement with the Employer in accordance with this clause but agreement is not reached, the employee may give a written notice to the Employer requesting to take one or more periods of annual leave (**Notice**), where the employee has had an excessive leave accrual for more than six months at the time of giving notice. Provided that:
- (i) with the granting of leave an employee will still have six weeks annual leave;
  - (ii) the Notice given by the employee must not provide for the employee to take a period of paid annual leave beginning less than eight weeks, or not more than 12 months, after the Notice is given;
  - (iii) the Notice is not inconsistent with any leave arrangement agreed by the Employer and employee;
  - (iv) if the conditions of this clause 25.3(b) are met, the Employer will grant the leave requested by the employee.

#### 25.4 Payment for Annual Leave

- (a) Annual leave will be paid in accordance with the usual pay day relevant to the period of leave being taken.
- (b) If requested by the employee and agreed by the Employer, before going on annual leave, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

#### 25.5 Cashing out of Annual Leave

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 four 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.

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## 25.6 Annual Leave Loading

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) When the employment of an employee is terminated, and at the time of the termination the employee has not been given and not taken the whole of an annual leave period to which the employee became entitled, the employee will be paid their leave loading entitlement for the period not taken.
- (d) Annual leave loading is not payable for days that have been added in accordance with the election provisions of Clause 26.2(a).

## 25.7 Payment of Annual Leave on Termination

On the termination of their employment, an employee will be paid their untaken annual leave.

## 25.8 Public holidays occurring during annual leave

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

## 26. PUBLIC HOLIDAYS

26.1 Public holidays are provided for in the NES. This clause contains additional provisions.

### 26.2 Payment for Work Done on Public Holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at Clause 25.6.
- (b) The election in Clause 26.2(a) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.

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(c) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(d) For the purposes of this Agreement, the following shall be deemed to be public holidays:

New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.

### 26.3 Public Holiday Substitution – State Law

(a) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 26.2(d), then the substituted day or part-day is the public holiday.

(b) Subject to subclause 26.3(a), any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

26.4 In addition to the public holidays set out at Clause 26.1, an employee, other than a casual employee, shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:

(a) on the day on which the August Bank Holiday is observed; or

(b) on a day between Christmas and New Year within the days Monday to Friday inclusive and are not coinciding with a date that is already a gazetted public holiday for that calendar year.

### 26.5 Public Holiday Substitution

An employer and an employee may, by agreement, substitute another day for a public holiday.

### 26.6 Public Holidays Occurring on Rostered Days Off

All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday employees.

### 26.7 Part-time Employees

(a) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.

(b) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

### 26.9 Casual Employees

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- (a) A casual nurse will be paid only for those public holidays they work at the total rate of 250% for hours worked and a casual Aged Care Employee will be entitled to receive a total rate of 275%.
- (b) Payments under Clause 26.9 are instead of any casual loading otherwise payable under this Agreement.

## 27. PERSONAL/CARERS LEAVE

### 27.1 Entitlement to Paid Personal/Carer's Leave

- (a) For each year of service with the employer, an employee is entitled to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

### 27.2 Access to paid personal leave

- (a) Paid personal leave is available to an employee, when they are absent:
- due to personal illness or injury; or
  - for the purposes of caring or supporting an immediate family or household member who requires the employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.

### 27.3 Taking of Personal/Carer's Leave

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

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

### 27.4 Notice and Evidence Requirements

- (a) To be entitled to leave under Clause 27 an employee must give the employer notice of the period, or expected period of the leave:
- (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment.

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- (b) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
    - (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
    - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
    - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
  - (c) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
    - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
    - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to a member of the employee's immediate family or household because of personal illness, or injury, or an unexpected emergency; or
    - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
  - (d) If an employee does not adhere to the notification requirements set out in subclause (a) above or the evidence requirements set out in clauses (b) or (c) above, the employee will not be entitled to paid personal/carer's leave in respect of that absence and the absence may be deemed as unauthorised.
  - (e) For the avoidance of doubt, the evidence requirements set out in this clause 27.4 apply to paid and unpaid personal/carer's leave.

#### 27.5 Payment of Paid Personal/Carer's Leave

- (a) If an employee takes a period of paid personal/carer's leave and meets the notice requirements set out at Clause 27.4 the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) In addition, an employee may use accumulated personal/carer's leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

#### 27.6 Service

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- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
  - (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

## 28. COMPASSIONATE LEAVE

- (a) An employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
  - (ii) sustains a personal injury that poses a serious threat to his or her life; or
  - (iii) dies.
- (b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (i) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause (a); or
  - (ii) after the death of the member of the employee's immediate family or household referred to in subclause (a).
- (c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 2 day period; or 2 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.
- (d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (e) If, in accordance with this clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.
- (f) The employee, if required by the employer, shall supply relevant evidence of the requirement for such leave. Such evidence may include a requirement to supply a medical certificate.
- (g) Where a member of the employee's immediate family or household dies outside Australia the Employer shall consider requests for additional paid compassionate leave by the employee.

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- (h) An employee may take additional unpaid compassionate leave by agreement with the Employer.
  - (i) Upon approval from the Employer, where the State has declared a natural disaster that directly affects the employee, the employee may access the above compassionate leave entitlement.

## 29. LONG SERVICE LEAVE

### 29.1 Relationship to the *Long Service Leave Act 1955 (NSW)*

- (a) An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)*.
- (b) Where this clause provides entitlements that are more beneficial than the *Long Service Leave Act 1955 (NSW)* this clause shall apply.
- (c) Where this clause is silent the provisions of the *Long Service Leave Act 1955 (NSW)* shall apply.

### 29.2 Quantum of Long Service Leave (Nursing Classifications)

- (a) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the service of an employee with at least five years' service is terminated, the employee, shall be entitled to long service leave as follows:
  - (i) For the first five years' service – one month.
  - (ii) For the next ten years' service – a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.
  - (iii) For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

### 29.3 Quantum of Long Service Leave (Aged Care Classifications)

- (a) Every employee after ten years' continuous service with the same employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

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- (b) Where the services of an employee with at least five years' service are terminated, the employee shall be entitled for five years' service to one month's long service leave on full pay and for service after five years to a proportionate amount of such leave on full pay calculated on the basis of three months long service leave for 15 years' service.

#### 29.4 Taking of Long Service Leave

- (a) The employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the facility, or, where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) For the purposes of this clause:
  - (i) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account, and:
  - (ii) Continuous service shall be deemed not to have been broken by:
    1. Absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war; or
    2. Any period of absence on leave without pay not exceeding six months.
  - (iii) One month equals four and one-third weeks.

#### 29.5 Subject to subclause 29.2 and 29.3, where an employee has acquired a right to long service leave, then:

- (a) If before such leave has been entered upon, the employment of such employee is terminated, the employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.
- (b) Where an employee dies and any long service leave:
  - (i) to which the employee was entitled has not been taken, or
  - (ii) accrued upon termination of the services of the employee by reason of the employee's death and has not been taken,

The employer shall pay to the employee's estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

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## 30. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

30.1 This clause applies to all employees, including casuals.

### 30.2 Definitions

(a) In this clause:

**family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.

**family member** means

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee;
  - (ii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of family member in clause 30.2(a) includes a former spouse or de facto partner.

### 30.3 Entitlement to family and domestic violence leave

- (a) An employee is entitled to 5 days' leave to deal with family and domestic violence, as follows:
- (i) the leave is available in full at the start of each 12 month period of the employee's employment; and
  - (ii) the leave does not accumulate from year to year; and
  - (ii) is available in full to part-time employee on a paid basis (at the base rate of pay) and casual employees on an unpaid basis.
- (b) A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the Employer.
- (c) The Employer and employee may agree that the employee may take more than 5 days' unpaid leave to deal with family and domestic violence.
- (d) In addition to the leave provided by subclause (a), the Employer will provide up to three days paid exceptional circumstances leave per annum when the employee's personal leave balance is 10 days or below. This leave may be taken as consecutive or single days or as a fraction of a day. This leave will not be accrued.

### 30.4 Taking leave to deal with family and domestic violence

- (a) An employee may take unpaid leave to deal with family and domestic violence if the employee:

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- (i) is experiencing family and domestic violence; and
  - (ii) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.
- (b) The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

### 30.5 Service and continuity

The time an employee is on unpaid leave to deal with domestic violence does not count as service but does not break the employee's continuity of service.

### 30.6 Notice and evidence requirements

#### (a) Notice

An employee must give the Employer notice of the taking of leave by the employee under this clause. The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

#### (b) Evidence

- (i) An employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 30.4.
- (ii) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

### 30.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 30.6, is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 30 prevents the Employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

The Employer acknowledges that information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. The Employer an employee may consult about the handling of sensitive information.

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### 30.7 Compliance

An employee is not entitled to take leave under this clause unless the employee complies with clause 30.

#### 31. PURCHASED LEAVE (48/52)

- (a) Staff may apply for an additional four weeks paid annual leave.
- (b) Approval is subject to mutual agreement of the employee and employer and is subject to operational needs. Approval will be in writing and can be for a total of four weeks' additional paid annual leave with a proportionate reduction in the hourly rate of pay to take into account the increase in both annual leave and annual leave loading entitlements.
- (c) Where employees elect to take additional annual leave as specified in the above sub clauses existing annual leave entitlements would be increased in proportion to the reduction in the hourly rate of pay.
- (d) Employees may not alter such election as specified in the above sub clauses during the year except with the agreement of the employer. Where the employee ceases to receive additional annual leave, the employee will revert back to the normal rate of pay and annual leave entitlement.
- (e) Any additional annual leave accrued under this clause shall not be subject to annual leave loading.

#### 32. CEREMONIAL LEAVE

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

#### 33. LEAVE WITHOUT PAY

- (a) An employee, other than a casual, may request leave without pay in exceptional circumstances when all accrued leave has been exhausted.
- (b) The employee must make such application
  - (i) in writing,
  - (ii) including reason/s for leave, and duration of leave,
  - (iii) at least 14 days prior to the taking of leave without pay,
  - (iv) or as otherwise agreed between the employee and employer.
- (c) The employer has the right to refuse a request for leave without pay at their discretion.
- (d) Leave without pay is to be taken in week blocks or as otherwise agreed.

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- (e) A period of leave without pay does not break an employee's continuity of service, but does not count as service.

34. PAID EMERGENCY SERVICES LEAVE

In addition to the requirement of the NES (which enables an employee to be absent on unpaid leave to engage in an eligible community service activity), at the discretion of the employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the employer will facilitate an employee who is a member of a voluntary emergency relief organization such as the, Rural Fire Service, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local emergency situation arises that requires the attendance of the employee.

35. COMMUNITY SERVICES LEAVE

Community Services leave is provided for in the NES.

36. TERMINATION OF EMPLOYMENT

36.1 Notice of termination is provided for in the NES.

- (a) Notice of termination is provided for in the NES and applies to all employees other than casual employees.
- (b) Notice of termination by either the employer or employee is:

<b>Employees Period of Continuous Service</b>	<b>Notice Requirement</b>
Not more than 1 year	One (1) week
More than 1 year but not more than 3 years	Two (2) weeks
More than 3 years but not more than 5 years	Three (3) weeks
More than 5 years	Four (4) weeks

- (c) Where the employee is 45 years of age and has completed two continuous years of service with the employer the employee is entitled to an additional week's notice.
- (d) The notice of termination required to be given by an employee is the same as required of an employer as set out at Clause 36(b) except that there is no requirement on the employee to give additional notice based on their age.
- (e) An employer may summarily dismiss an employee for serious misconduct. An employee who is summarily dismissed does not receive notice, or payment in lieu of notice.
- (f) With the exception of 36(e), where the employer terminates the employment of the employee and does not require the serving of notice the employer will pay the employee the amount in lieu of working out the notice period.

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- (g) If an employee who is at least 18 years old does not give the period of notice required under paragraph (d), then the employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
  - (h) If the employer has agreed to a shorter period of notice than that required under paragraph (d), then no deduction can be made under paragraph (g).
  - (i) Any deduction made under paragraph (g) must not be unreasonable in the circumstances and be in accordance with the requirements of the Act.
  - (j) In respect of this requirement for an employer to provide notice or pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C Division 11 of Part 2-2 of the Act.
  - (k) It is the intention of this clause that the employer and employee provide appropriate notice upon termination.

#### 36.2 Job Search Entitlement

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

### 37. ALLOWANCES

- (a) With the exception of the Continuing Education Allowance at clause 37.5, the following allowances do not apply to employees classified at Registered Nurse levels 4 or 5.
- (b) The allowance rates set out in Table 2, other than as prescribed in subclause (c), will apply from the first full pay period on or after 1 July each year of the Agreement.

#### 37.1 Clothing and Equipment (Aged Care and Health Professional Classifications)

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance at the rate set out in item 1 of Table 2. This allowance is also expressed as a payment per shift of part thereof or as a weekly payment – an employee is to be paid whichever is the lesser amount.
- (c) The laundry allowance is not payable during periods of paid and unpaid leave.
- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by

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an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

### 37.2 Clothing and Equipment (Nursing Classifications only)

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a weekly laundry allowance at the rate set out in item 2 of Table 2.
- (c) The laundry allowance is not payable during periods of paid and unpaid leave.
- (d) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

### 37.3 Meal Allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the following rates:
  - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour, the meal allowance set out at Item 3 of Table 2.
  - (ii) provided that where such overtime work completed by an employee exceeds four hours a further meal allowance at the rate set out in Item 4 of Table 2 will be paid.
- (b) Clause 37.3(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

### 37.4 On Call Allowance (Nursing Classifications only)

- (a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
  - (i) between rostered shifts or ordinary hours Monday to Friday inclusive the amount set out in item 5 of Table 2.

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- (ii) between rostered shifts or ordinary hours on a Saturday the amount set out in item 6 of Table 2.
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work the amount set out in item 7 of Table 2.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

### 37.5 Continuing Education Allowance (Nursing Classifications only)

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 8 in Table 2.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 9 of Table 2.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 10 of Table 2.

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- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 11 of Table 2.
  - (k) The allowances set out in this subclause are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
  - (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.

37.6 In Charge Allowance (Nursing Classifications only)

- (a) A registered nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their salary, whilst so in charge, the per shift allowance set out in Item 12 for less than 100 beds) or Item 13 (for 100 or more beds) in Table 2.
- (b) A registered nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to their salary, the per shift allowance set out in Item 14 in Table 2.
- (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a Registered Nurse.

37.7 Leading Hand Allowance (Aged Care Classifications only)

- (a) A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.
- (b) A leading hand will be paid an hourly allowance of the amount specified by the item number in accordance with the following scale:

<b>Leading hand in charge of:</b>	<b>Weekly allowance</b>
2-5 other employees	Item 15 of Table 2
6-10 other employees	Item 16 of Table 2
11-15 other employees	Item 17 of Table 2
16-19 other employees	Item 18 of Table 2

- (c) This allowance will be part of salary for all purposes of this agreement.
- (d) An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

37.8 Nauseous Work Allowance (Aged Care Classifications only)

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The allowance set out in item 19 of Table 2 per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum set out in item 20 of Table 2 for work performed in any week.

#### 37.9 Tool Allowance (Aged Care Classifications)

A tool allowance as set out in item 21 in Table 2 for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by the employer.

#### 37.10 Medication Allowance (Nursing Assistant Classifications only)

- (a) Medication Allowance is set out at Item 22 in Table 2 and is paid per hour for the duration of the shift and is payable to an Experienced Nursing Assistant who:
  - (i) is required by the employer to administer medication; and
  - (ii) has completed the medication module of the Certificate IV in Aged Care (currently administer and monitor medications and Recognising Health Body Systems); and
  - (iii) who is either a Nursing Assistant thereafter or the holder of a Certificate III or Certificate IV.

#### 37.11 Travelling, Transport and Fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in item 24 in Table 2.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (c) An employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the applicable ATO rate per kilometre when the employee uses a vehicle in those circumstances.
- (d) Provided further that the employee will not be entitled to reimbursement for expenses referred to in Clause 37.21(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

### 38. REDUNDANCY

- 38.1 An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

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- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
  - (b) because of the insolvency or bankruptcy of the employer.

### 38.2 Minimum Payments

- (a) Where the employee is under 45 years of age, the employer shall pay the employee:

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

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

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

- (c) "Week's pay" means the Employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances;
- (ii) weekend penalties;
- (iii) broken shift allowance;
- (iv) sleepover allowance;
- (v) any other entitlements.

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### 38.3 Transfer to Lower Paid Duties

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

### 38.4 Employee Leaving During Notice Period

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

### 38.5 Job Search Entitlement

- (a) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of Clause 35.2.

## 39. SALARY SACRIFICE PROCEDURE

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary sacrifice agreement between the employer and the employee. The employer will pay the salary sacrifice amount in accordance with the salary sacrifice agreement.
- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary sacrifice contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary sacrifice arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary sacrifice arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will

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advise the employee concerned. The salary sacrifice contribution arrangement will be terminated or amended to comply with such laws.

- (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary sacrifice contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary sacrifice benefit are met.

#### 40. DAYLIGHT SAVING

- (a) If an employee works on a shift during the time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
- (b) No overtime is payable for the additional hour worked because of daylight saving.

#### 41. WORKLOAD MANAGEMENT

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

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

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

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

- (a) Clinical assessment of residents' needs;
- (b) The demand of the environment such as facility layout;

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- (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
  - (d) The requirements of nurse regulatory legislation;
  - (e) Reasonable workloads (such as roster arrangements);
  - (f) Accreditation standards; and
  - (g) Budgetary considerations.

41.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 9 Dispute Resolution Procedure. Arbitration of workload management issues may only occur by agreement of the employer and the employee representative, which may include the union/s.

## 42. IN SERVICE EDUCATION AND TRAINING

- (a) The Employer may make in-service training available to all employees to assist those employees to maintain professional registration or endorsement and skill development.
- (b) The Employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.
- (c) 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.
- (d) The Employer will provide to an employee, who is employed in a nurse classification, on the termination of their employment, a written statement of the hours of in-service training attended by the employee.
- (e) 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:
  - (i) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
  - (ii) An employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
  - (iii) Notwithstanding Clause 21 Overtime, attendance at such training shall be paid at ordinary rates.
  - (iv) Attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.
- (f) The Employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

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Mandatory Training, Work Health and Safety Committee and/or Board of Management Meetings, and First Aid Training.

(g) Mandatory Training

Employees will be given ongoing mandatory training as necessary, relevant to their roles and responsibilities.

Normally, mandatory training will be provided to employees during their normal rostered hours of work.

Where it is not possible to provide mandatory training during normal working hours, Moran Australia will provide the employee with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.

Subject to prior approval by the Employer, where an employee attends training outside of their normal rostered hours they will be paid their base hourly rate of pay for such training time and the vehicle allowance for the travel time that is in excess of the time normally taken for the Employee to attend work.

(h) E- Learning

The employer may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.

E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the employee, modules can be completed outside of working hours.

The employer will allocate an amount of time for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid at their base hourly rate of pay for the allocated time taken to complete the module.

Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:

- arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
- approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
- taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

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(i) Work Health and Safety Committee and/or Board of Management Meetings

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.

(j) First Aid Training

Where an employer directs an employee to attend First Aid training the employer will bear the cost of the training. 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 meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

#### 43. FLEXIBILITY ARRANGEMENTS

(a) An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement (IFA) to vary the effect of terms of the Agreement if:

(i) the IFA deals with 1 or more of the following matters:

- (1) overtime rates;
- (2) penalty rates;
- (3) allowances;
- (4) leave loading;
- (5) arrangements about when work is performed; and

(ii) the IFA meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and

(iii) the IFA is genuinely agreed to by the employer and employee.

(b) The employer must ensure that the terms of the IFA:

- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (iii) result in the employee being better off overall than the employee would be if no IFA was made.

(c) The employer must ensure that the IFA:

- 
- (i) is in writing; and
  - (ii) includes the name of the employer and employee; and
  - (iii) 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
  - (iv) includes details of:
    - (1) the terms of the Agreement that will be varied by the IFA; and
    - (2) how the IFA will vary the effect of the terms; and
    - (3) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the IFA; and
  - (v) states the day on which the IFA commences.
- (d) The employer must give the employee a copy of the IFA within 14 days after it is agreed to.
- (e) The employer or employee may terminate the IFA:
- (i) by giving no more than 28 days written notice to the other party to the IFA; or
  - (ii) if the employer and employee agree in writing — at any time.

#### 44. REPRESENTATIVE ENTITLEMENTS

- (a) The employer recognises the right of all employees to join a union, to access union representation and to participate collectively in workplace issues.
- (b) The employer will recognise union representative(s) upon written notification from each of the union/s.
- (c) Union representative(s) will be released from work to attend union business in accordance with the following:

up to a maximum of three (3) days per calendar year (1 January to 31 December) per facility for the totality of all applications of trade union, union representative training leave, attendance at union conferences, meetings and courses provided that:

  - (i) the courses are directed to the enhancement of a more productive, aware and harmonious workplace environment;
  - (ii) at least four (4) weeks' notice is provided to the employer;
  - (iii) the approval of leave must have regard to the operational requirements of the employer;

- 
- (iv) the union representative provides evidence of attendance to the employer when requested; and
  - (v) subject to operational requirements an employer shall not unreasonably refuse such a request.
- (d) A union representative may access accrued paid leave or unpaid leave for the purpose of attending union training, meetings, conference and courses as detailed in this clause.

#### 45. AMENITIES

- (a) The minimum standards as set out in all relevant legislation shall be met in the provision of amenities to employees.
- (b) Such amenities may include:
  - (i) employee designated toilets and access to showers;
  - (ii) lockers;
  - (iii) facilities for boiling water, warming and refrigerating food and for washing and storing dining;
  - (iv) utensils; and
  - (v) sanitary conveniences.
- (c) This clause does not create legal rights or obligations in addition to those imposed on the parties by the relevant legislation.

#### 46. WORK HEALTH AND SAFETY

- (a) The employer and employee acknowledge their responsibilities under the *Work Health and Safety Act 2011* and *Work Health and Safety Regulation 2017*.
- (b) Where there is a Work Health and Safety Representative they must be elected and will carry out the tasks associated with the role of Work Health and Safety Representative set out within the *Work Health and Safety Act 2011*.

#### 47. UNION NOTICEBOARDS

The employer shall make available a Notice Board in the work location accessible to employees, for the purposes of authorised representatives posting information relating to the observance, application and operation of the Agreement.

## APPENDIX 1 – WAGE RATE SCHEDULE

### Minimum Wages

Nb: FFPPOA is First full pay period on or after

Nursing,	FFPPOA 1.7.21	FFPPOA 1.1.22	FFPPOA 1.7.22	FFPPOA 1.1.23
<b>Aged Care Classifications</b>				
	1.25%	1.00%	1.25%	1.00%
	(\$p/w)	(\$p/w)	(\$p/w)	(\$p/w)
<b>Nursing Assistant</b>				
First year	22.52	22.75	23.03	23.26
Second year	23.08	23.31	23.6	23.84
Third year	23.61	23.85	24.15	24.39
Thereafter / Cert III / Cert IV	24.3	24.54	24.85	25.1
Team Leader (appointed)	25.32	25.57	25.89	26.15
<b>Enrolled Nurse (With Notation)</b>				
Pay Point 1	26.7	26.97	27.31	27.58
Pay Point 2	27.22	27.49	27.83	28.11
Pay Point 3	27.56	27.84	28.19	28.47
Pay Point 4	28.13	28.41	28.77	29.06
Pay Point 5	28.68	28.97	29.33	29.62
<b>Undergoing pre registration training</b>	26.32	26.58	26.91	27.18
<b>Enrolled Nurse</b>				
Pay Point 1	29.81	30.11	30.49	30.79
Pay point 2	30.25	30.55	30.93	31.24
Pay Point 3 and Thereafter	30.75	31.06	31.45	31.76
<b>Enrolled Nurse Specialist (Appointed)</b>	30.75	31.06	31.45	31.76
<b>Registered Nurse - level 1</b>				
Pay point 1	34.49	34.83	35.27	35.62
Pay point 2	36.12	36.48	36.94	37.31
Pay point 3	37.74	38.12	38.6	38.99
Pay point 4	39.59	39.99	40.49	40.89
Pay point 5 and thereafter	41.94	42.36	42.89	43.32
Four year degree	34.49	34.83	35.27	35.62
Masters degree	36.12	36.48	36.94	37.31

<b>Registered Nurse - level 2</b>				
Covers CNS and CNE	42.75	43.18	43.72	44.16
<b>Registered Nurse - level 3</b>				
Pay point 1 (NUM and NE)	45.43	45.88	46.45	46.91
Pay point 2 (NUM and NE)	46.67	47.14	47.73	48.21
Pay point 3 (NUM and NE)	47.77	48.25	48.85	49.34
Pay point 4 (NUM)	48.99	49.48	50.1	50.6
Pay point 5 (CNC & NE)	50.17	50.67	51.3	51.81
Pay point 6 (Senior NE)	51.34	51.85	52.5	53.03
Pay point 7 (Senior NE)	52.36	52.88	53.54	54.08
Pay point 8 (Senior NE)	54.05	54.59	55.27	55.82
<b>Registered Nurse – level 4</b>				
<b>(Covers Deputy DON and Assistant DON)</b>				
Pay point 1 (ADON less 150 beds)	46.67	47.14	47.73	48.21
Pay point 2 (DDON less 20 beds)	47.58	48.06	48.66	49.15
Pay point 3 (DDON 20- <75 beds)	48.76	49.25	49.87	50.37
Pay point 4 (DDON 75- <100 beds)	49.84	50.34	50.97	51.48
Pay point 5 (ADON 150-250 beds)	50.17	50.67	51.3	51.81
Pay point 6 (DDON 100-<150 beds)	50.88	51.39	52.03	52.55
Pay point 7 (ADON 250 beds and over)	51.34	51.85	52.5	53.03
Pay point 8 (DDON 150- <200 beds)	52.36	52.88	53.54	54.08
Pay point 9 (DDON 200 beds, <250 beds)	54.05	54.59	55.27	55.82
Pay point 10 ( DDON 250 beds, <350 beds)	56	56.56	57.27	57.84
<b>Registered Nurse – level 5</b>				
Pay point 1 (Less than 25 beds)	52.99	53.52	54.19	54.73
Pay point 2 (25 beds, less than 50 beds)	56	56.56	57.27	57.84
Pay point 3 (50 beds, less than 75 beds)	57.17	57.74	58.46	59.04
Pay point 4 (75 beds, less than 100 beds)	58.32	58.9	59.64	60.24
Pay point 5 (100 beds, less than 150 beds)	59.96	60.56	61.32	61.93
Pay point 6 (150 beds, less than 200 beds)	61.9	62.52	63.3	63.93
Pay point 7 (200 beds, less than 250 beds)	63.83	64.47	65.28	65.93
Pay point 8 (250 beds, less than 350 beds)	66.17	66.83	67.67	68.35
<b>Nurse Practitioner</b>				
First year	50.95	51.46	52.1	52.62
Second year	52.1	52.62	53.28	53.81
<b><u>Aged Care Employee Level 1 – Entry Level</u></b>				
<b>Cleaner</b>				
Pay point 2A	21.94	22.16	22.44	22.66

<b>Administration Assistant</b>				
Pay point 1A	21.94	22.16	22.44	22.66
<b>Food Services Assistant</b>				
Pay point 2A	21.94	22.16	22.44	22.66
<b>Assistant Gardener</b>				
Pay point 2A	21.94	22.16	22.44	22.66
<b>Laundry Hand</b>				
Pay point 2A	21.94	22.16	22.44	22.66
<b><u>Aged Care Employee Level 2</u></b>				
<b>Cleaner</b>				
Pay point 1A	22.85	23.08	23.37	23.6
<b>Administration Assistant</b>				
Pay point 2A	23.49	23.72	24.02	24.26
<b>Driver &lt; 3 ton</b>				
Pay point 2A (Motor Vehicle Driver)	22.85	23.08	23.37	23.6
<b>Food Services Assistant</b>				
Pay Point 1A	22.85	23.08	23.37	23.6
Pay point 2A	22.85	23.08	23.37	23.6
<b>Gardener non-trade</b>				
Pay point 2A (Gardener Unqualified)	22.85	23.08	23.37	23.6
<b>Laundry Hand</b>				
Pay point 1A	22.85	23.08	23.37	23.6
<b>Maintenance/Handyperson</b>				
Pay point 2A	22.85	23.08	23.37	23.6
<b>Personal Care Worker grade 1</b>				
Pay point 1A (Personal Care Assistant Grade 1)	22.85	23.08	23.37	23.6
<b><u>Aged Care Employee Level 3</u></b>				
<b>General Clerk</b>				
Pay point 1A	23.75	23.99	24.29	24.53
<b>Administration Assistant/Receptionist</b>				

Pay point 1A	23.75	23.99	24.29	24.53
Pay point 2A	23.75	23.99	24.29	24.53
Pay point 3A	23.75	23.99	24.29	24.53
Pay point 4A	24.04	24.28	24.58	24.83
<b>Cook</b>				
Pay point 1A (Cook Grade B)	23.75	23.99	24.29	24.53
<b>Driver &lt; 3 ton (First Aid Cert)</b>				
Pay point 1A (Motor Vehicle Driver)	23.75	23.99	24.29	24.53
<b>Head Gardener unqualified</b>				
	23.75	23.99	24.29	24.53
<b>Laundry Foreperson</b>				
	23.75	23.99	24.29	24.53
<b>Maintenance Supervisor (non-trade) Otherwise</b>				
Pay point 1A (Otherwise)	24.87	25.12	25.43	25.68
<b>Payroll clerk</b>				
	23.75	23.99	24.29	24.53
<b>Personal care worker grade 2</b>				
Pay point 1A (Personal Care Assistant Grade 2)	23.75	23.99	24.29	24.53
Pay point 2A	23.75	23.99	24.29	24.53
<b>Recreational/Lifestyle activities officer (RAO)</b>				
Pay point 1A	23.75	23.99	24.29	24.53
Pay point 2A	23.75	23.99	24.29	24.53
Pay point 3A	23.75	23.99	24.29	24.53
<b>Storeperson/Storekeeper</b>				
	23.75	23.99	24.29	24.53
<b><u>Aged Care Employee Level 4</u></b>				
<b>Senior Administration Assistant</b>				
Pay point 1A	24.59	24.84	25.15	25.4
Pay point 2A	25.07	25.32	25.64	25.9
<b>Senior Cook – trade</b>				
Pay point 1A (Cook Grade A)	24.03	24.27	24.57	24.82
<b>Driver 3 ton and over</b>				
Pay point 1A (Motor Vehicle Driver (Trucks and Ambulance))	24.03	24.27	24.57	24.82
<b>Gardener – trade</b>				

Pay point 1A (Gardener qualified)	24.03	24.27	24.57	24.82
<b>Laundry Foreperson (dry cleaning/laundry cert)</b> (Aged Care Classification)	24.03	24.27	24.57	24.82
<b>Maintenance Handyperson - qualified</b>				
Pay point 1 (no equivalent classification)	24.03	24.27	24.57	24.82
<b>Maintenance 'Tradesperson' Advanced</b>				
Pay point 1A (Supervisor Tradesman)	26.37	26.63	26.96	27.23
<b>Personal Care Worker grade 3 (cert 3)</b>				
Pay point 1 (no equivalent classification)	24.03	24.27	24.57	24.82
<b>General Services Supervisor</b>				
Pay point 1A (House Keeper 1st yr)	24.03	24.27	24.57	24.82
Pay point 2A (House Keeper 2nd yr)	24.03	24.27	24.57	24.82
<b><u>Aged Care Employee Level 5</u></b>				
<b>Interpreter-unqualified (Modern Award Classification)</b>	24.84	25.09	25.4	25.65
<b>Chef – trade</b>				
Pay point 1A (Chef 1st yr)	24.84	25.09	25.4	25.65
Pay point 2A (Chef 2nd yr)	24.84	25.09	25.4	25.65
<b>Maintenance Supervisor (non-trade) In-charge</b>				
Pay point 1A (In Charge of Staff)	25.31	25.56	25.88	26.14
<b>Administration Assistant/PA</b>				
Pay point 1A	25.53	25.79	26.11	26.37
Pay point 2A	25.96	26.22	26.55	26.82
<b>Personal Care Worker grade 4 (Cert IV)</b>				
Pay point 1	24.3	24.54	24.85	25.1
<b><u>Aged Care Employee Level 6</u></b>				
<b>Senior Chef - post trade/Diploma</b>	26.18	26.44	26.77	27.04
<b>Gardener Advanced</b>				
Pay point 1A (Head Gardener Qualified)	26.18	26.44	26.77	27.04
<b>Maintenance 'Tradesperson' Advanced</b>				
Pay point 1A (Supervisor Tradesman)	26.37	26.63	26.96	27.23

<b>Pay point 3A (Supervisor Tradesman in charge of staff)</b>	27.7	27.98	28.33	28.61
<b>Aged Care Employee Level 7</b>				
<b>Chef/Food Services Supervisor - trade/Diploma</b>				
Pay point 3A (Catering officer 1st yr)	26.65	26.92	27.26	27.53
Pay point 4A (Catering officer 2nd yr thereafter)	26.65	26.92	27.26	27.53
<b>Clerical Supervisor</b>				
Pay point 1A (Clerk Grade 5- 1st yr)	26.65	26.92	27.26	27.53
Pay point 2A (Clerk Grade 5 – 2nd yr)	26.8	27.07	27.41	27.68
<b>Gardener Superintendent</b>				
Pay point 1 (no equivalent)	26.65	26.92	27.26	27.53
<b>Interpreter – qualified (Modern Award Classification)</b>				
	26.65	26.92	27.26	27.53
<b>Personal care worker grade 5 – Diploma</b>				
Pay point 1 (no equivalent)	26.65	26.92	27.26	27.53

	FFPPOA 1.7.21	FFPPOA 1.1.22	FFPPOA 1.7.22	FFPPOA 1.1.23
<b>Health Professionals</b>				
	1.25%	1.00%	1.25%	1.00%
	(\$p/w)	(\$p/w)	(\$p/w)	(\$p/w)
<b>HP Level 1</b>				
Pay point 1	25.21	25.46	25.78	26.04
Pay point 2	26.19	26.45	26.78	27.05
Pay point 3	27.34	27.61	27.96	28.24
Pay point 4	28.29	28.57	28.93	29.22
Pay point 5	30.81	31.12	31.51	31.83
Pay point 6	31.91	32.23	32.63	32.96
<b>HP Level 2</b>				
Pay point 1	32.08	32.40	32.81	33.14
Pay point 2	33.24	33.57	33.99	34.33
Pay point 3	34.51	34.85	35.29	35.64
Pay point 4	35.88	36.24	36.69	37.06
<b>HP Level 3</b>				
Pay point 1	37.44	37.81	38.28	38.66
Pay point 2	38.49	38.87	39.36	39.75
Pay point 3	39.32	39.71	40.21	40.61
Pay point 4	41.06	41.47	41.99	42.41
Pay point 5	42.58	43.00	43.54	43.98

<b>HP Level 4</b>				
Pay point 1	45.33	45.78	46.35	46.81
Pay point 2	48.37	48.86	49.47	49.96
Pay point 3	52.61	53.13	53.79	54.33
Pay point 4	58.07	58.65	59.38	59.97

**Table 2 – Allowances**

Item	Allowance	Cl. Ref.				
			FFPPOA 1.7.21	FFPPOA 1.1.22	FFPPOA 1.7.22	FFPPOA 1.1.23
			1.25%	1.00%	1.25%	1.00%
1	<b>Laundry Allowance (excluding nursing classifications)</b>	37.1(b)				
	Per shift or part thereof		0.42	0.42	0.43	0.43
	Per week		1.94	1.96	1.98	2.00
2	<b>Laundry Allowance (Nursing Classifications Only)</b>	37.2(b)				
	Per week		5.83	5.89	5.96	6.02
	<b>Meal Allowance during overtime</b>					
3	When required to work more than one hour beyond usual finishing time	37.3(a)(i)	14.2	14.34	14.52	14.67
4	Further payment when overtime exceeds 4 hours	37.3(a)(ii)	12.78	12.91	13.07	13.2

	<b>On Call Allowance (Nursing classifications only)</b>	37.4(a)				
5	Between rostered shifts Monday to Friday		23.2	23.43	23.72	23.96
6	Between rostered shifts or on a Saturday		33.91	34.25	34.68	35.03
7	Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work		46.42	46.88	47.47	47.94
	<b>Continuing Education Allowance (Nursing classifications only)</b>	37.5				
8	RN - post grad certificate in clinical field		21.85	22.07	22.35	22.57
9	RN - post grad diploma or degree in clinical field		36.43	36.79	37.25	37.62
10	RN - relevant master's degree or doctorate in clinical field		43.69	44.13	44.68	45.13
11	EN - certificate IV qualification in a clinical field		14.55	14.70	14.88	15.03
	<b>In-Charge Allowance (Nursing Classifications only)</b>	37.6				
12	RN – in charge of facility of less than 100 beds on day, evening or night		26.03	26.29	26.62	26.89

13	RN – in charge of facility of more than 100 beds on day, evening or night		41.95	42.37	42.90	43.33
14	RN in charge of a shift in a section of a facility		26.01	26.27	26.60	26.87
	<b>Leading Hand Allowance (Aged Care Classifications only)</b>	37.7				
15	- in charge of 2 - 5 employees		0.68	0.69	0.70	0.71
16	- in charge of 6 - 10 employees		0.96	0.97	0.98	0.99
17	- in charge of 11 - 15 employees		1.22	1.23	1.25	1.26
18	- in charge of 16-19 employees		1.48	1.49	1.51	1.53
	<b>Nauseous work allowance</b>	37.9				
19	- per hour or part thereof		0.49	0.49	0.50	0.51
20	- minimum per week		2.61	2.64	2.67	2.7
21	Tool Allowance (Aged Care Classifications only)	37.10	14.1	14.24	14.42	14.56
22	Medication Allowance	37.11	0.91	0.92	0.93	0.94
23	On call during meal break	20(b)(i)	12.57	12.7	12.86	12.99
24	<b>Transport</b>					
	Per kilometre	37.12	0.85	0.86	0.87	0.88

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## SCHEDULE A – NURSING CLASSIFICATION DEFINITIONS

### Nursing Care

Nursing care means:

Nursing care carried out by Nursing Assistants in aged care and community care contexts is essentially a team effort where the goals of care are determined by the supervising registered nurse via the care plan for each individual and the policies and protocols of the employing organisation.

Care includes:

- attending to the bio-psycho-social needs of residents as well as ensuring that the environment of care and lifestyle activities is safe and conducive to the wellbeing of residents, visitors and other staff

#### **A.1 Nursing Assistant Year 1, Year 2, Year 3 and Experienced (Thereafter)**

Nursing Assistants also otherwise known as Assistants in Nursing, provide nursing, care and other duties under the direction of a Registered Nurse or Enrolled Nurse. Experienced Nursing Assistants are those classified at thereafter level.

The primary role of Nursing Assistants in nursing and care contexts is to observe and report to their supervising nurse about the processes involved in delivering services and the outcomes of that intervention or service.

Where specific nursing tasks or responsibilities have been appropriately delegated to the Nursing Assistant, the Nursing Assistant should make their supervising nurse aware of any impediment to carrying out the delegation.

Such employee does not hold a Certificate III and/or Certificate IV qualification.

*Indicative tasks/skills include but are not limited to the following:*

- Report promptly any observed changes or concerns in resident's health status;
- Assist in the provision of quality nursing and personal care under supervision and direction as outlined in the care plan and other relevant documentation;
- Complete documentation as required;
- Exercise discretion and judgement within their level of skill and training;
- Attend training as directed; work in collaboration with the care team;
- Be actively involved in continuous improvement.

Experienced Nursing Assistants who have completed the relevant medication module of the Certificate IV in Aged Care (currently titled Administer and monitor medications) may administer medication to residents. They may also be required to assist residents with medications within a delegated or assigned range of duties, subject to legislative requirements.

#### **A.1.1 Nursing Assistant – Certificate III / Certificate IV**

An employee at this level is a holder of a Certificate III or Certificate IV relevant to the position. An employee at this level is expected to perform all the tasks of a Nursing Assistant.

Nursing Assistants who hold a Certificate III/ Certificate IV and who have completed the relevant medication qualification to administer medication may be also required to assist residents with medications within a delegated or assigned range of duties, subject to legislative requirements

#### **A.2 Team Leader (Certificate IV or Experienced) (Employer Appointed Position)**

A Team Leader is an employer appointed position.

An employee at this level shall perform the work of a Nursing Assistant and will hold a relevant Certificate IV or other appropriate qualifications/experience acceptable to the employer.

In addition to the skills of a Nursing Assistant an employee at this level is required to:

mentor, lead and supervise the work of other staff; demonstrate an understanding of required standards and actively participate in the implementation of those standards.

*Indicative tasks/skills include but are not limited to the following:*

- Provide information relevant to the development of care plans;
- Respond and act promptly to any observed changes or concerns in resident's health status;
- Regularly report to and consult with a Registered Nurse or Enrolled Nurse about relevant resident care issues;
- Complete documentation as required in fulfilling this role;
- Designated by the employer as having the responsibility for leading and/or supervising the work of others; Participate in work health and safety, infection control and training as required.

#### **A.4 Enrolled Nurses (with Notation)**

Enrolled Nurse (with Notation) means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation "*does not hold a Board Approved qualification in medicines administration*".

An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse however is not authorised to administer medication.

#### **A.4.1 Enrolled Nurse (with Notation) 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 a state/territory nurses registration board; and having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

##### *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.

#### **A.4.2 Enrolled Nurse (With Notation) 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 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN;

or not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

##### *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, implements 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.

#### **A.4.3 Enrolled Nurse (With Notation) 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 experience, skill and knowledge requirements specified for pay point 2; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

##### *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.

#### **A.4.4 Enrolled Nurse (With Notation) 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 experience, skill and knowledge requirements specified for pay point 3; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

##### *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.

#### **A.4.5 Enrolled Nurse (With Notation) 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 experience, skill and knowledge requirements specified for pay point 4; and

The undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

##### *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.

#### **A.5 Enrolled Nurse**

An Enrolled Nurse is a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication.

#### **A.5.1 Enrolled Nurse Specialist (Employer Appointed Position)**

Enrolled Nurse Specialist means an Enrolled Nurse with an Advanced Certificate qualification and a minimum three years full time equivalent experience in the relevant clinical area and has been appointed by the Employer to the position.

#### **A.6 Registered Nurse**

A Registered Nurse is a nurse who holds current registration as a registered nurse with the Board.

### **A.6.1 Registered Nurse Level 1 (RN1)**

An employee appointed at this level performs their duties: According to their level of competence; and under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.

*An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:*

- Delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- Coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- Providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- Providing support, direction and education to newer or less experienced staff, including EN's, and student nurses;
- Accepting accountability for the employee's own standards of nursing care and service delivery; and
- Participating in action research and policy development within the practice setting.

### **A.6.2 Registered nurse Level 2 (RN2)**

An employee appointed at this level may be an RN, CNS or CNE:

Holds any other qualification required for working in the employee's particular practice setting; and 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.

In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a nurse in a higher classification.

*Duties of a Level 2 nurse will substantially include, but are not confined to:*

- Delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- Providing support, direction, orientation and education to RN1's, EN's and student nurses;
- Being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by a nurse in a higher classification;
- 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.

### **Clinical Nurse Specialist (Employer Appointed Position)**

*In residential aged care facilities where there are 250 or more beds:*

A Registered Nurse with specific post registration qualifications and twelve months experience working in the clinical area of the employee's specified post registration qualification; or a Registered Nurse with four years' post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

*In residential aged care facilities where there are less than 250 beds:*

A Registered Nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their post registration qualification.

### **Clinical Nurse Educator (Employer Appointed Position)**

Means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes for the Employer.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education and may also be responsible for the orientation of new employees.

Nothing in this classification definition shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

### **A.6.3 Registered Nurse Level 3 (RN3)**

An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

An employee appointed at this level:

Holds any other qualification required for working in the employee's particular practice setting; and 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.

In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

*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 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.

*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;
- Occupational health;
- 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.

*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.

#### **A.6.4 Registered Nurse Level 4 (RN4)**

An employee at this level may also be known as an Assistant Director of Nursing (clinical), Assistant Director of Nursing (management), or Assistant Director of Nursing (education).

An employee appointed at this level:

Holds any other qualification required for working in the employee's particular practice setting; and 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.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. The number of beds in a facility will be a relevant consideration.

In addition to the duties of an RN3, an employee at this level will perform the following duties:

*Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to:*

- Providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- Provision of appropriate education programs, coordination and promotion of clinical research projects;
- Participating as a member of the nursing executive team;
- Contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- Managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;
- Being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- Being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- Being accountable for clinical operational planning and decision making for a specified span of control; and
- Being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

*Duties of an Assistant Director of Nursing (management) will substantially include, but are not*

*confined to:*

- Providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- Coordination and promotion of nursing management research projects;
- Participating as a member of the nursing executive team;
- Contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- Managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;
- Being accountable for the effective and efficient management of human and material resources within a specified span of control;
- Being accountable for the development and coordination of nursing management systems within a specified span of control; and
- Being accountable for the structural elements of quality assurance for a specified span of control.

*Duties of an Assistant Director of Nursing (education) will substantially include, but are not confined to:*

- Providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (clinical) and the Assistant Director of Nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
- Coordination and promotion of nurse education research projects;
- Participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- Managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- Being accountable for the standards and effective coordination of education programs for a specified population;
- Being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- Being accountable for the management of educational resources including their financial management and budgeting control; and
- Undertaking career counselling for nursing staff.

#### **A.6.5 Registered Nurse Level 5 (RN5)**

An employee at this level may also be known as a Director of Nursing.

An employee appointed at this level:

Holds any other qualification required for working in the employee's particular practice setting; and 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.

Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. The number of beds in a facility will be a relevant consideration.

*In addition to the duties of an RN4, an employee at this level will perform the following duties:*

- Being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- Participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- Providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
- Providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- Managing the budget of the nursing division of the health unit;
- Ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- Complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

#### **A.6 Nurse Practitioner (Employer Appointed Position)**

“Nurse Practitioner” means a Registered Nurse appointed as such to a position approved by the employer and who is authorised by the Board under Section 95 of *Health Practitioner Regulation National Law (NSW) No 86A*.

A Nurse Practitioner will have at least three years full time equivalent experience in an advanced practice role and meets the national competency standards for Nurse Practitioners. A Nurse Practitioner functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care.

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### **A.6.1 Role of a Nurse Practitioner**

The Nurse Practitioner is able to assess and manage the care of clients /residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse in extended practice across stable, unpredictable and complex situations.

The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

### **A.6.2 Scope of Practice**

The scope of practice of the Nurse Practitioner is determined by the context in which:

The Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and

The professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

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## SCHEDULE B – AGED CARE CLASSIFICATIONS

The following are the Aged Care Classifications:

### B.1 Aged Care Employee Level 1

Entry level:

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

- Works within established routines, methods and procedures;
- Has minimal responsibility, accountability or discretion;
- Works under direct or routine supervision, either individually or in a team; and
- Requires no previous experience or training.

Indicative tasks performed at this level are:

#### General and Administrative Services

General Administration  
Laundry hand  
Cleaner  
Assistant Gardener

#### Food Services

Food Services Assistant

### B.2 Aged Care Employee Level 2

An employee at this level:

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

Indicative tasks performed at this level are:

#### General and Administrative Services

Administration/Reception (between 3 months and less than 1 years service)  
Laundry hand  
Cleaner

#### Food Services

Food Services Assistant

#### Personal Care

Personal Care Worker Grade 1

Gardener (non trade)  
 Maintenance/Handyperson (unqualified)  
 Driver (less than 3 ton)

### B.3 Aged Care Employee Level 3

An employee at this level:

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

Indicative tasks performed at this level are:

#### General and Administrative Services

Administration/Reception (second and subsequent year of service)  
 Pay Clerk  
 Driver (less than 3 ton) which is required to hold a St John Ambulance first aid certificate

#### Food Services

Cook

#### Personal Care

Personal Care Worker Grade 2  
 Recreational/Lifestyle Activities Officer (Unqualified)

### B.4 Aged Care Employee Level 4

An employee at this level:

- Is capable of prioritising work within established policies, guidelines and procedures;
- Is responsible for work performed with a medium level of accountability or discretion;
- Works under limited supervision, either individually or in a team;
- Possesses good communication, interpersonal and/or arithmetic skills; and
- Requires specific on-the-job training, may require formal qualifications and/or relevant skills

training or experience.

- In the case of a Personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

**General and Administrative Services**

**Food Services**

**Personal Care**

Senior Administration / Senior Receptionist,  
Maintenance/Handyperson (qualified)  
Driver (3 ton or over)  
Gardener (trade or TAFE Certificate III or above)

Senior Cook  
(trade)

Personal Care Worker Grade 3

**B.5 Aged Care Employee Level 5**

An employee at this level:

- Is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- Is responsible for work performed with a substantial level of accountability;
- Works either individually or in a team; may assist with supervision of others;
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerkal);
- May require basic computer knowledge or be required to use a computer on a regular basis;
- Possesses administrative skills and problem solving abilities;
- Possesses well developed communication, interpersonal and/or arithmetic skills; and
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.
- In the case of a Personal care worker, is required to hold a relevant Certificate IV qualification.

Indicative tasks performed at this level are:

**General and Administrative Services**

**Food Services**

**Personal Care**

Secretary (interpreter)

Chef

Personal Care Worker Grade 4

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### **B.6 Aged Care Employee Level 6**

An employee at this level:

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

Indicative tasks performed at this level are:

#### **General and Administrative Services**

Maintenance tradesperson (advanced)  
Gardener (advanced)

#### **Food Services**

Senior Chef

### **B.7 Aged Care Employee Level 7**

An employee at this level:

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

and/or relevant skills training or experience.

Indicative tasks performed at this level are:

**General and Administrative Services**

**Food Services**

**Personal Care Worker**

Clerical Supervisor,  
Interpreter (qualified)  
Gardener superintendent,  
General Services Supervisor

Chef/Food  
Services Supervisor

Personal Care Worker Grade 5

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## Schedule C – Health Professionals

### Coverage

This agreement aims to cover Health Professionals who are engaged in the aged care industry, such as:

- 1) Diversional Therapists

### Progression through level 1

Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual employee, 1824 hours until they reach pay point 6.

### Progression through levels 2 - 4

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee, 1824 hours of similar experience.

#### D.1 Health Professional Level 1

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

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

#### D.2 Health Professional Level 2

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

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

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### **D.3 Health Professional Level 3**

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

*An employee at this level:*

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

### **D.4 Health Professional Level 4**

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.

*An employee at this level:*

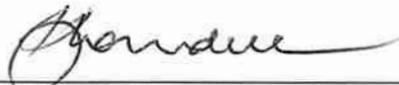
- Has a proven record of achievement at a senior level;
- Has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- May be responsible to the executive for providing effective services and ensuring

budget/strategic targets are met;

- Supervises staff where required; and
- Is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

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I am authorised to sign this Agreement on behalf of MORAN AUSTRALIA (RESIDENTIAL AGED CARE) PTY LIMITED

  
SIGNATURE

Kristine Condell  
PRINT FULL NAME

Head of People and Culture  
AUTHORITY TO SIGN AGREEMENT (TITLE)

9 December 2021  
DATE

Address: 13-15 Bridge Street, Sydney NSW 2000

*Brett Holmes*

Brett Howard Holmes  
Branch Secretary  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

*Margaret Potts*

WITNESS  
Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*O'Bray Smith*

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

*Margaret Potts*

WITNESS  
Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

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I am authorised to sign this Agreement a nominated employee bargaining representative on behalf of the HEALTH SERVICES UNION

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SIGNATURE

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PRINT NAME AND TITLE / AUTHORITY

Address:

Date

## IN THE FAIR WORK COMMISSION

### FWC Matter No.:

AG2021/8892

### Applicant:

Moran Australia (Residential Aged Care) Pty Limited

*Section 185 – Application for approval of a single enterprise agreement*

### Undertaking – section 190

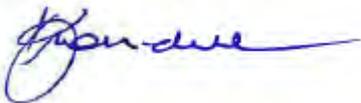
I, Kristine Condell, Head of People and Culture have the authority given to me by Moran Australia (Residential Aged Care) Pty Limited (**Moran**) to provide the following undertakings with respect to *Moran Australia (Residential Aged Care) Pty Limited NSW Enterprise Agreement 2021 (Agreement)*. These undertakings are provided on the basis of the matters raised by the Fair Work Commission in the application before the Fair Work Commission.

The undertakings are as follows.

1. Appendix 1 – Wage Rate Schedule – Aged Care Level 5, PCW Grade 4: Moran undertakes that the wage rate for the Personal Care Worked Grade 4 (under the Aged Care Level 5 classification) will be \$24.96 on commencement of the Agreement. The wage rates increase for 1 January 2022 onwards will be applied to this wage rate.
2. Clause 17.2 – Span of Day Worker hours and Overtime: Moran undertakes that where an employee is engaged as a day worker and works hours outside the span of hours set out in clause 17.2(a), such time will be overtime and attract the overtime penalty rates in clause 21.1(a) of the Agreement.
3. Clause 22.1(a) – Shift penalty rates: Moran undertakes that a Nursing Assistant will be entitled to a shift penalty rate of 12.5% where they work a shift that commences between 12pm and 4pm.
4. Clause 17.1(a)(ii) – Maximum shift length: Moran undertakes that the maximum ordinary shift length for an Aged Care Employee working a day shift will be 8 hours.
5. Clause 42 – Mandatory training: Moran undertakes that all mandatory training that is attended to outside the maximum daily ordinary hours or 38 hours per week will be paid at the applicable overtime penalty rate.
6. Clause 21.3 – Time off in Lieu: Moran undertakes that an employee may, at any time, request that their accrued time off in lieu is paid out and the employer must then pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.

7. Clause 17.4 – Rest Breaks between Rostered Work: Moran undertakes that, in relation to a Nurse, if, on the instruction of the employer, the Nurse resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.
8. Clause 21.5 – Rest Break during Overtime: Moran undertakes that the minimum rest period after overtime will be 10 hours and that the capacity for this to be reduced to 8 hours by agreement (per clause 21.4(b) of the Agreement) will not apply.
9. Clause 25.1(a) – Annual leave, Nursing Assistant: Moran undertakes that the wage rate for a Nursing Assistant will be at least 1.92% above the applicable rate in the Nurses Award 2020. Accordingly, the rate payable for the Nursing Assistant classifications under the Agreement may be higher than the rate in Appendix 1 if the rate in Appendix 1 is not at least 1.92% above the relevant minimum wage rate in the Nurses Award 2020.
10. Clause 17 – Days free: Moran undertakes that each Nurse must be free from duty for not less than:
  - (i) 2 full days in each week; or
  - (ii) 4 full days in each fortnight; or
  - (iii) 8 full days in each 28-day cycle.
11. Clause 15(e) – Part time safeguards: Moran undertakes that an Aged Care or Health Professional employee will, before commencing employment, agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day. Any agreed variation to the hours of work will be in writing.

For clarity the above will apply instead of the pre-employment agreement in the Agreement at clause 15(e)(i) to (iii) of the Agreement.
12. Clause 16(c) – HPSS Casual employee working on public holiday: Moran undertakes that a casual Health Professional working on a public holiday will be entitled to a minimum engagement of 3 hours.



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Signature

2 February 2022

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Date