



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Mark Moran at Little Bay Pty Ltd
(AG2020/4056)

MARK MORAN AT LITTLE BAY PTY LIMITED AND NSWNMA/ANMF NSW BRANCH ENTERPRISE AGREEMENT, 2020 TO 2023

Health and welfare services

DEPUTY PRESIDENT MANSINI

MELBOURNE, 8 JANUARY 2021

*Application for approval of the Mark Moran at Little Bay Pty Limited and NSWNMA/ANMF
NSW Branch Enterprise Agreement, 2020 to 2023.*

[1] Mark Moran at Little Bay Pty Ltd has applied for approval of a single enterprise agreement known as the *Mark Moran at Little Bay Pty Limited and NSWNMA/ANMF NSW Branch Enterprise Agreement, 2020 to 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (Cth) (the Act).

[2] On the basis of the material contained in the application and related materials, I am satisfied that each of the requirements of ss.186, 187 and 188 as are relevant to this application for approval have been met.

[3] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under s.183 of the Act. In accordance with s.201(2), I note that the Agreement covers this organisation.

[4] The Agreement was approved on 8 January 2021 and, in accordance with s.54, will operate from 15 January 2021. The nominal expiry date of the Agreement is 30 June 2023.



DEPUTY PRESIDENT

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<AE510052 PR726063>

**MARK MORAN AT LITTLE BAY PTY LTD
and
NSWNMA/ANMF NSW BRANCH**

ENTERPRISE AGREEMENT

2020 TO 2023

CONTENTS

PART 1 - APPLICATION AND OPERATION	4
1. Title	4
2. Commencement and Nominal Expiry	4
3. Coverage of the Agreement.....	4
4. Scope of the Agreement	4
5. Agreement Flexibility	5
6. No Further Claims	5
7. Definitions.....	6
PART 2 – CONSULTATION AND DISPUTE RESOLUTION	6
8. Consultation.....	6
9. Major Workplace Change	7
10. Roster or Hours of Work Change	7
11. Dispute Resolution Process	8
PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT	9
12. Employment categories	9
13. Full-Time Employees	9
14. Part-Time Employment.....	9
15. Providing Consistency in Resident Care (Full/Part-Time Employees)	10
16. Casual Employment	10
17. Casual Conversion.....	10
18. Termination of Employment.....	10
19. Redundancy	11
PART 4 – MINIMUM WAGES AND RELATED MATTERS	12
20. Classifications	12
21. Wages and Wage Increases	12
22. Allowances	13
23. Payment of Wages	14
24. Superannuation	14
PART 5 - HOURS OF WORK AND RELATED MATTERS.....	15
25. Ordinary Hours	15
26. Span of Hours.....	15
27. Rosters	16
28. Saturday and Sunday work	16
29. Rest Breaks between Rostered Work	16
30. Breaks	16
31. Overtime	17
32. Shiftwork.....	18

33.	Higher duties.....	18
34.	Requests for flexible working arrangements.....	18
PART 6 - LEAVE		19
35.	Annual leave	19
36.	Public holidays	20
37.	Personal/Carer's Leave	20
38.	Compassionate Leave	21
39.	Long Service Leave.....	22
40.	Unpaid Parental Leave.....	22
41.	Family and Domestic Violence Leave.....	22
42.	Community Service Leave.....	23
43.	Ceremonial Leave	23
44.	Paid Union Training Leave	23
PART 6 – OTHER PROVISIONS		23
45.	Patient Clinical Care.....	23
46.	Training.....	23
47.	Meetings	24
48.	Work, Health and Safety.....	24
49.	Bullying, Discrimination and Harassment.....	24
SIGNATORIES TO THE AGREEMENT.....		25
SCHEDULE 1- RATES OF PAY.....		27
SCHEDULE 2- CLASSIFICATION DEFINITIONS		28

PART 1 - APPLICATION AND OPERATION

1. Title

- 1.1. This Agreement shall be known as the Mark Moran at Little Bay Pty Limited and NSWNMA/ANMF NSW Branch Enterprise Agreement, 2020 to 2023 (**Agreement**).

2. Commencement and Nominal Expiry

- 2.1. This Agreement shall come into operation on the seventh (7th) day after the Agreement is approved by the Fair Work Commission (**FWC**).
- 2.2. This Agreement shall remain in force until 30 June 2023 and thereafter in accordance with the Act.
- 2.3. This Agreement may be terminated or varied according to the provisions of the Act.
- 2.4. The parties to this Agreement agree to commence renegotiation for a replacement Agreement no later than three (3) months prior to the expiry of this Agreement.

3. Coverage of the Agreement

- 3.1. This Agreement shall cover the following:
- a) Mark Moran at Little Bay Pty Limited (ABN: 73 147 879 892) of 1420 Anzac Parade, Little Bay, NSW, 2036 with regards to its operations in the State of New South Wales (**Employer**) and to nurse employees within the classifications at Schedule 2.
 - b) This Agreement is made under section 172 of the *Fair Work Act 2009*. The Employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
 - c) On application to the FWC this Agreement shall cover the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation NSW Branch.

4. Scope of the Agreement

- 4.1. The National Employment Standards (**NES**) and this Agreement contain the minimum conditions of employment for all Employees covered by this Agreement.
- 4.2. 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.
- 4.3. This Agreement and the NES constitutes the entirety of the terms of agreement that exist between the parties and replaces any enterprise agreement or modern award that may have previously applied to an Employee.
- 4.4. A copy of this Agreement and the Fair Work Information Statement (**FWIS**), which set outs the NES, shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees or through electronic means, whichever makes it more accessible.
- 4.5. All new employees will also receive a copy of this Agreement and the FWIS on commencement of employment.
- 4.6. The schedules attached to this Agreement form part of this Agreement.

5. Agreement Flexibility

- 5.1. Notwithstanding any other provision of this Agreement, the Employer and an individual Employee covered by this Agreement may agree to make an individual flexibility arrangement (**IFA**) to vary the effect of terms of the Agreement to meet the genuine needs of the Employer and the individual Employee.
- 5.2. The terms the Employer and the individual Employee may agree to vary the application of can be one or more of the following matters:
 - a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances; and
 - e) annual leave loading.
- 5.3. The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 5.4. The IFA between the Employer and the individual Employee must:
 - a) be about permitted matters within the meaning of Section 172 of the Act;
 - b) not include unlawful terms the meaning of Section 194 of the Act; and
 - c) result in the individual Employee being better off overall than the individual would be if no IFA was made.
- 5.5. The IFA between the Employer and the individual Employee must:
 - a) be in writing;
 - b) include the name of the Employer and the individual Employee;
 - c) be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, signed by a parent or guardian of the Employee;
 - d) state the terms of the Agreement that the Employer and the individual Employee have agreed to vary;
 - e) detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - f) detail how the individual Employee will be better off overall in relation to the individual Employee's terms and conditions of employment as a result of the IFA; and
 - g) state the day on which the arrangement commences to operate.
- 5.6. The Employer must give the individual Employee a copy of the IFA within fourteen (14) days after it is agreed to and keep the IFA on the individual Employee's personnel file.
- 5.7. The Employer or individual Employee may terminate the IFA:
 - a) by giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
 - b) at any time, by mutual written agreement between the Employer and the individual Employee.

6. No Further Claims

- 6.1. The parties acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

7. Definitions

7.1. In this Agreement, unless the contrary intention appears:

- a) **"Act"** means the *Fair Work Act 2009* (Cth).
- b) **"Agreement"** means the Mark Moran at Little Bay Pty Limited Enterprise Agreement and NSWNMA / ANMF NSW Branch, 2020 to 2023.
- c) **"Association"** means the New South Wales Nurses and Midwives' (NSWNMA) and the Australian Nursing and Midwifery Federation NSW Branch (ANMF).
- d) **"Board"** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.
- e) **"Award"** means the Nurses Award 2010.
- f) **"Day shift"** means a shift worked between 6.00am and 6.00pm, Monday to Friday.
- g) **"Employee"** means a nurse employee of the Employer.
- h) **"Employer"** means Mark Moran at Little Bay Pty Limited.
- i) **"Experience"** in relation to an Enrolled Nurse, or Nursing Assistant means experience before and/or after the commencement of this Agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse. For the purpose of determining the year of experience for part time or casual employment, a year of experience shall be 1786 hours of employment.
- j) **"FWIS"** means the Fair Work Information Statement which is a document that provides employees with information about their conditions of employment.
- k) **"Family violence"** means domestic violence as defined in the *Crimes (Domestic and Personal Violence) Act 2007* (NSW).
- l) **"FWC"** means the Fair Work Commission, or its successor.
- m) **"MySuperproduct"** has the meaning given by the *Superannuation Industry (Supervision) Act 1993* (Cth).
- n) **"NES"** means the National Employment Standards as contained in the *Fair Work Act 2009* (Cth).
- o) **"Ordinary pay"** includes the base rate of pay and any applicable over-agreement payment for ordinary hours of work. It does not include shift or weekend penalties.
- p) **"Shift Worker"** means a worker who is not a day worker as defined.

PART 2 – CONSULTATION AND DISPUTE RESOLUTION

8. Consultation

8.1. This term applies if the Employer has made a definite decision to:

- a) introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

8.2. A major change is likely to have a significant effect on Employees if it results in:

- a) the termination of employment of Employees;

- b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees;
- c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure);
- d) the alteration of hours of work;
- e) the need to retrain Employees;
- f) the need to relocate Employees to another workplace; and/or
- g) the restructuring of jobs.

9. Major Workplace Change

9.1. For a major change referred to in Clause 8.2(a):

- a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- b) Clause 9.2 to 9.7 apply.

9.2. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

9.3. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

9.4. As soon as practicable after making its decision, the Employer must:

- a) discuss with the relevant Employees:
 - (i) the introduction of the change;
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees.
- b) For the purposes of the discussion, the Employer must provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

9.5. The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

9.6. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

9.7. If a term in this 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 Clause 9.1(a), Clause 9.2 and 9.4 are taken not to apply.

10. Roster or Hours of Work Change

10.1. For a change referred to in Clause 8.1(d):

- a) the Employer must notify the relevant Employees of the proposed change; and

- b) Clause 10.2 to 10.6 apply.
- 10.2. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 10.3. If a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation and the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- 10.4. As soon as practicable after proposing to introduce the change, the Employer must:
 - a) discuss with the relevant Employees the introduction of the change; and
 - b) for the purposes of the discussion, provide to the relevant Employees:
 - (i) all relevant information about the change, including the nature of the change;
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees;
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
 - (iv) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 10.5. The Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.6. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.
- 10.7. In this Clause "*relevant employees*" means the Employees who may be affected by a change referred to in Clause 8.1.

11. Dispute Resolution Process

- 11.1. If there is a dispute relating to a matter arising under the Agreement or the NES; this Clause sets out procedures to settle the dispute.
- 11.2. An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this Clause.
- 11.3. In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the Employee or Employees and relevant supervisors and/or management.
- 11.4. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 11.5. The FWC may deal with the dispute in two (2) stages including:
 - a) Stage 1 - the FWC will first attempt to resolve the dispute as it considers appropriate which may include mediation, conciliation, expressing an opinion or making a recommendation; and/or
 - b) Stage 2 - if the FWC is unable to resolve the dispute at the first stage, the FWC may then arbitrate the dispute and make a determination that is binding on the parties. If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.
- 11.6. A decision that the FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.
- 11.7. While the parties are trying to resolve the dispute using the procedures outlined in this Clause Employees must:
 - a) continue to perform their work as they would normally unless there is reasonable concern about an imminent risk to their health or safety; and

- b) comply with a direction given by the Employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe;
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed;
 - (iii) the work is not appropriate for the Employee to perform; and/or
 - (iv) there are other reasonable grounds for the Employee to refuse to comply with the direction.
- 11.8. The parties to the dispute agree to be bound by a decision made by FWC in accordance with this term.

PART 3 - TYPES OF EMPLOYMENT AND TERMINATION OF EMPLOYMENT

12. Employment categories

12.1. Employees may be employed in one of the following categories:

- a) full-time;
- b) part-time; or
- c) casual.

13. Full-Time Employees

13.1. A full-time Employee is engaged to work thirty-eight (38) hours per week or an average of thirty-eight (38) hours per week, seventy-six (76) hours per fortnight or one hundred and fifty-two (152) hours per four (4) week period.

14. Part-Time Employment

- 14.1. A part time Employee is an employee who is engaged to work less than an average of thirty-eight (38) hours per week and whose hours of work are reasonably predictable.
- 14.2. 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.
- 14.3. The Employer and the Employee will within one (1) month of the approval of this Agreement, agree on the shifts and days of the week to be worked.
- 14.4. The terms of the agreed hours may be varied by agreement and confirmed in writing.
- 14.5. The terms of this Agreement will apply on a pro rata basis to a part time Employee on the basis that the weekly hours for a full-time Employee are thirty-eight (38).
- 14.6. Part time Employees will be paid for a minimum of two (2) hours ordinary hours pay for each period of engagement.
- 14.7. Where an Employee is regularly working more than their specified contract for greater than a six (6) month period they may request that their contracted hours are reviewed by their Manager. The Manager will respond to the request giving consideration to the operational needs of the Employer.

15. Providing Consistency in Resident Care (Full/Part-Time Employees)

- 15.1. The Employer and Employee will agree on a roster pattern to be worked on approval of this Agreement with full time and part time Employees. The roster pattern will include the days of the week including starting and finishing times and be recorded in writing.
- 15.2. Changes to the roster pattern can only be by agreement and recorded in writing.

16. Casual Employment

- 16.1. A casual employee is an employee engaged as such on an hourly basis.
- 16.2. A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25% for each ordinary hour worked.
- 16.3. A casual employee will be paid a minimum of two (2) hours pay for each engagement.
- 16.4. A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

17. Casual Conversion

- 17.1. A casual Employee who has worked on a regular and systematic basis is more appropriately classified as a part time Employee.
- 17.2. The Employer will provide an offer of part time employment to the Employee which shall not be unreasonably refused. In the event the Employee rejects the offer of permanent employment, the Employer may advertise the position to be filled on a permanent basis.
- 17.3. A casual Employee who has been rostered on a regular and systematic basis for over twenty-six (26) weeks (provided that the rostering pattern has not resulted from the coverage of extended absences such as Parental Leave, Long Service Leave, Workers Compensation Leave or extended Personal Leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.

18. Termination of Employment

- 18.1. This Clause applies only to full-time and part-time Employees.
- 18.2. Other than during any applicable probationary period, either the Employer or the Employee may terminate the Employee's employment by giving the amount of notice determined by the following table:

PERIOD OF CONTINUOUS SERVICE	NOTICE PERIOD
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 18.3. If an Employee is over forty-five (45) years of age at the time of the giving of notice and has not less than two (2) years continuous service with the Employer, the Employee is entitled to an additional one (1) weeks' notice. Employees providing the Employer with notice of termination do not need to comply with this Clause.

- 18.4. With respect to any period of notice, the Employer may elect to pay the Employee in lieu of any part or all of the notice period.
- 18.5. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
- a) the Employee's ordinary hours of work (even if not standard hours);
 - b) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - c) any other amounts payable under the Employee's contract of employment.
- 18.6. Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one (1) days' 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.

19. Redundancy

- 19.1. This Clause applies to full-time and part-time Employees.
- 19.2. Redundancy occurs where an Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- 19.3. In addition to the period of notice prescribed for termination, an Employee whose employment is terminated shall be paid the following amount of severance pay in respect of a period of continuous service:

PERIOD OF CONTINUOUS SERVICE	REDUNDANCY ENTITLEMENT
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks

- 19.4. Week's pay means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
- a) overtime;
 - b) penalty rates;
 - c) disability allowances;
 - d) shift allowances;
 - e) special rates;
 - f) fares and travelling time allowances;
 - g) bonuses; and
 - h) any other ancillary payments of a like nature.
- 19.5. Where an Employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.
- 19.6. An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this Clause had they remained in employment until the expiry of the notice, but is not entitled to payment instead of notice.
- 19.7. An Employee given notice of termination in circumstances of redundancy must be allowed up to one (1) days' time off without loss of pay during each week of notice for the purpose of seeking other employment.
- 19.8. If the Employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent. For this purpose, a statutory declaration is sufficient.

PART 4 – MINIMUM WAGES AND RELATED MATTERS

20. Classifications

- 20.1. Classification definitions are provided in Schedule 2.
- 20.2. Registered Nurses are appointed to the relevant pay point based on years of experience since registration with AHPRA.
- 20.3. Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual Employee, 1786 hours of experience.

21. Wages and Wage Increases

- 21.1. Employees will be paid the applicable rates as set out in Schedule 1 of this Agreement for the classification in which the Employee is engaged.

21.2. The following wage increases shall apply to all wages over the life of the Agreement:

	PERCENTAGE INCREASE
1 July 2020*	2.00%
1 July 2021	2.50%
1 July 2022	2.75%

**Note: 1.75% of the 1 July 2020 increase was applied as at 1 July 2020 and as such, only 0.25% of the 1 July 2020 increase will be payable.*

21.3. The base rate of pay payable to an Employee under this Agreement (the Agreement rate) must not be less than the base rate of pay payable to the Employee under the Award if the modern award applied to the Employee.

22. Allowances

22.1. The following allowances shall apply during the course of this Agreement:

ALLOWANCES
In-charge Allowance
Laundry Allowance
Meal Allowance
Medical Assistance Allowance – Nursing Assistants
On call allowance – Monday to Friday
On call allowance - Saturday
On call allowance – Sunday and Public Holidays
Vehicle Allowance

22.2. Allowances will be increased in line with any adjustment to the Award.

22.3. The Employer will communicate any changes to allowance rates during the life of this Agreement to Employees.

22.4. Laundry allowance, clothing and equipment:

- a) Where an Employee is required by the Employer to wear uniforms the following will be supplied, free of cost to Employees:

EMPLOYEE TYPE	PERCENTAGE INCREASE
Full Time Employees	3 Shirts, 2 pants
Part Time Employees (> 2 days)	2 Shirts, 1 pants
Part Time Employees (2 days or less)	1 shirt, 1 pant

- b) The Employer will launder the uniforms free of cost to Employees. If the Employer elects not to launder the uniform an allowance will be paid in accordance with Schedule 1.

- c) The Uniform remains the property of the Employer and is returned on termination of employment.

22.5. Meal allowance:

- 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 as provided in Schedule 1, as follows:
 - (i) when required to work after the usual finishing hour of work beyond one (1) hour or, in the case of shift workers, when the overtime worked on any shift exceeds one (1) hour; and
 - (ii) where such overtime work exceeds four (4) hours a further meal or meal allowance will be paid.
- b) The above Clause will not apply when an Employee could reasonably return home for a meal within the designation meal break.

22.6. Vehicle allowance, travelling, transport and fares:

- a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance as provided in Schedule 1.
- b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- c) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in the above Clause which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

23. Payment of Wages

- 23.1. Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 23.2. Employees will be paid by electronic funds transfer, into the bank or financial institution account nominated by the Employee.
- 23.3. 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 no later than seven (7) days after the day on which the employee's employment terminates.
- 23.4. 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.

24. Superannuation

- 24.1. The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties, except insofar as those obligations are modified by Clause 24.2.
- 24.2. The Employer shall make occupational superannuation contributions to the Fund on at least a monthly basis. Nothing in this clause precludes the employer from making more frequent contributions, as is consistent with current business practices, of making fortnightly contributions. 'The Fund' for the purpose of this Agreement shall mean:

- a) Health Employees Superannuation Trust of Australia ('HESTA') (or its successor) established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
- b) Any other complying fund upon a request from the Employee and with the consent of the Employer.

24.3. The Employer shall participate in accordance with the trust fund deeds.

24.4. Upon commencement of employment, the Employer shall provide each Employee with membership forms for the funds at Clause 24.2(a) and Clause 24.2(b) above and shall forward the completed membership forms for the Employee's choice of fund within twenty-eight (28) days. In the event that the Employee has not completed an application form within twenty-eight (28) days, the Employer shall forward contributions and Employee details to HESTA.

24.5. HESTA has a "MySuper" product.

24.6. Voluntary Contributions:

- a) Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by the Employer at the same time as the Employer's contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee within fourteen (14) days of receiving the authorisation.
- b) An Employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions within fourteen (14) days of receiving the authorisation. An Employee may only vary his or her additional contributions once each month.

PART 5 - HOURS OF WORK AND RELATED MATTERS

25. Ordinary Hours

- 25.1. The ordinary hours of work for a full-time Employee will be thirty-eight (38) hours per week, seventy-six (76) hours per fortnight or one hundred and fifty-two (152) hours over twenty-eight (28) days.
- 25.2. The shift length or ordinary hours of work per day will be a maximum of ten (10) hours exclusive of meal breaks.
- 25.3. Each Employee must be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each twenty-eight (28) day cycle. Where practicable, such days off must be consecutive.
- 25.4. The hours of work will be continuous, except for meal breaks. Except for the regular changeover of shifts, an Employee will not be required to work more than one shift in each twenty-four (24) hours.

26. Span of Hours

- 26.1. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
- 26.2. A shiftworker is an Employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as defined above.

27. Rosters

- 27.1. Employees will work in accordance with a weekly or fortnightly roster fixed by the Employer.
- 27.2. 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 Employees at least fourteen (14) days before the commencement of the roster period.
- 27.3. Unless the Employer otherwise agrees, an Employee desiring a roster change will give seven (7) days' notice except where the Employee is ill or in an emergency.
- 27.4. Seven (7) 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.

28. Saturday and Sunday work

- 28.1. Where an 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 the period.
- 28.2. Where an Employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday the Employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.

29. Rest Breaks between Rostered Work

- 29.1. An employee will be allowed a rest break of ten (10) hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.

30. Breaks

30.1. Meal breaks

- a) An Employee who works in excess of five (5) hours will be entitled to an unpaid meal break of not less than thirty (30) minutes and not more than sixty (60) minutes.
- b) Where an employee is required to remain available or on duty during a meal break, the Employee will be paid overtime for all time worked until the meal break is taken.

30.2. Tea breaks

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

31. Overtime

- 31.1. Where an Employee is required to work overtime in excess of ten (10) hours per day or seventy-six (76) hours per fortnight, they shall be paid as follows:

DAY	RATE
Monday to Saturday	Time and a half for the first two (2) hours and then double time
Sunday	Double time
Public Holidays	Double time and a half

- 31.2. All time worked by part-time Employees in excess of the rostered daily ordinary full-time hours will be overtime and will be paid as prescribed in Clause 31.1.
- 31.3. An Employee working overtime will take a paid rest break of twenty (20) minutes after each four (4) hours of overtime worked if required to continue to work after the break.
- 31.4. When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least ten (10) consecutive hours off duty between the work of successive days or shifts, including overtime.
- 31.5. Recall to work overtime:
- An Employee recalled to work overtime after leaving the Employer's premises will be paid for a minimum of three (3) hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than three (3) hours, the Employee will be released from duty.
 - 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 ten (10) consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - If, on the instruction of the Employer, an Employee resumes or continues to work without having had ten (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 ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- 31.6. Recall to work when not on call:
- 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 three (3) hours work at the appropriate overtime rate.
 - 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 (3) 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.
 - An Employee who is recalled to work will not be obliged to work for three (3) hours if the work for which the Employee was recalled is completed within a shorter period.
 - If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

32. Shiftwork

- 32.1. The shift penalties prescribed in this Clause apply to shifts worked Monday to Friday.
- 32.2. For the purposes of this Clause:
- a) 'Afternoon shift' means any shift commencing after 12:00noon and finishing after 6:00pm on the same day; and
 - b) 'Night shift' means any shift commencing on or after 6:00pm and finishing before 7:30am on the following day.
- 32.3. The provisions of this Clause do not apply where an Employee commences their ordinary hours of work after 12.00noon and completes those hours at or before 6:00 pm on that day.
- 32.4. For each ordinary hour of work performed by an Employee on any shift defined in Clause 32.2, the Employee shall be paid the relevant base rate of pay plus the loading applicable to the shift as per the following table:

SHIFT	SHIFT ALLOWANCE
Afternoon Shift	12.5%
Night Shift	15.0%

- 32.5. The shift penalties prescribed in this Clause will not apply to shiftwork performed by an Employee on Saturdays, Sundays or Public Holidays.

33. Higher duties

- 33.1. An Employee, who is required to relieve another Employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for one (1) day or more.

34. Requests for flexible working arrangements

- 34.1. A full time or part time Employee who has completed at least twelve (12) months of continuous service with the Employer may request a change in working arrangements if the Employee:
- a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - b) is a carer (within the meaning of the *Carer Recognition Act 2010*);
 - c) has a disability;
 - d) is 55 or older;
 - e) is experiencing violence from a member of the employee's family; and/or
 - f) provides 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 the member is experiencing violence from the member's family.
- 34.2. Employees must make a request for flexible working in writing which includes set out the details of the change being sought as well as the reasons for the change.
- 34.3. Following the receipt of a request for flexible working, the Employer will discuss the request with the Employee to genuinely try to reach agreement on a change in working arrangements.
- 34.4. Following the discussion with the Employee, the Employer must formally respond in writing to the Employee within twenty-one (21) days of the request, notifying them of whether the request for flexible working has been granted or refused.

- 34.5. The Employer may refuse the request on reasonable business grounds however if the request has been refused, the written response must include details of the reasons for the refusal.

PART 6 - LEAVE

35. Annual leave

- 35.1. Full-time and Part-time Employees are entitled to annual leave as provided for in the NES however this Clause contains additional provisions.
- 35.2. Casual Employees are not entitled to annual leave as this is included in the casual loading entitlement.
- 35.3. In addition to the entitlements in the NES, an Employee is entitled to an additional week of annual leave on the same terms and conditions.
- 35.4. For the purpose of the additional weeks annual leave provided by the NES, a shiftworker is defined as an Employee who:
- a) regularly rostered over seven days of the week; and
 - b) regularly works on weekends.
- 35.5. To avoid any doubt, this means that an Employee who is not a shiftworker is entitled to five (5) weeks of paid annual leave for each year of service with their Employer, and an Employee who is a shiftworker is entitled to six (6) weeks of paid annual leave for each year of service with their Employer.
- 35.6. 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 rate of pay.
 - b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i) annual leave loading of 17.5% of their ordinary rate of pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- 35.7. Taking of leave:
- a) Annual leave will be given and taken within six (6) months of the Employee becoming entitled to annual leave of more than five (5) weeks, as mutually agreed.
 - b) In the event that the leave period is not agreed, the Employer may direct leave to be taken.
 - c) Annual Leave is to be requested four (4) weeks in advance. The service needs of the residents will be considered when approving annual leave and it will be granted subject to operational needs.
 - d) All annual leave will be recorded on the annual leave planning calendar.
- 35.8. Cash out of Annual Leave:
- a) Cashing out of annual leave is permissible in the following circumstances:
 - (i) Paid annual leave may only be cashed out if the Employee's remaining accrued entitlement is not less than four (4) weeks.
 - (ii) Each cashing out incident must be separately agreed in writing by the Employer and Employee.
 - (iii) The Employee has not had any unpaid leave in the prior twelve (12) months.
 - (iv) The Employee must be paid the full amount (including leave loading) to which they would have been entitled if they had taken the leave.

36. Public holidays

- 36.1. Public holidays are provided for in the NES however this Clause contains additional provisions.
- 36.2. All work performed by an Employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at double time of their ordinary rate of pay.
- 36.3. Businesses that operate seven days a week shall recognise work performed on 25 December which falls on a Saturday or Sunday and, where because of substitution, is not a public holiday within the meaning of the NES with the Saturday or Sunday payment (as appropriate) plus an additional loading of 50% of the Employee's ordinary time rate for the hours worked on that day. All work performed on the substitute day by an Employee will receive an additional loading of 50% of the ordinary time rate for the hours worked on that day instead of the rate referred to above.
- 36.4. All full-time Employees will receive a days 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-Friday Employees.
- 36.5. In lieu of being paid at double time under Clause 36.2, where the Employer and Employee mutually agree in writing at the time the public holiday is worked, an Employee may be paid their ordinary time rate of pay for time worked on a public holiday and have the same number of hours worked accrued, to be taken as leave, including in conjunction with a period of annual leave.
- 36.6. Payment for any days taken as leave, accrued in accordance with Clause 36.5 shall be at the Employees' ordinary rate of pay, excluding shift and/or weekend penalties and annual leave loading.
- 36.7. The taking of any additional days accrued as leave in accordance with Clause 36.5 shall be by mutual agreement between the Employer and Employee, provided that such agreement shall not be unreasonably withheld.
- 36.8. Any untaken additional days accrued as leave in accordance with Clause 36.5 shall be paid out to the Employee upon termination of employment.
- 36.9. Provided that any additional days accrued as leave in accordance with Clause 36.5 shall not be considered annual or personal/carer's leave for any purpose.

37. Personal/Carer's Leave

- 37.1. Full-time and Part-time Employees are entitled to paid personal/carer's leave in accordance with the minimum entitlements provided for in the NES.
- 37.2. Casual Employees are not entitled to paid personal/carer's leave as this is included in the casual loading entitlement.
- 37.3. Full-time Employees are entitled to seventy-six (76) hours (ten (10) days) of paid personal/carer's leave per each year of service.
- 37.4. Part-time Employees are entitled to personal/carer's leave on a pro-rata basis based on ordinary hours worked.
- 37.5. Paid personal/carer's leave accrues progressively during a year of service according to Employee ordinary hours of work and, accumulates from year to year.
- 37.6. Accrued and unused personal/carer's leave under this Clause is not paid out on termination of employment.
- 37.7. Paid personal / carer's leave will be available to an Employee, when they are absent due to:
 - a) personal illness or injury (sick leave); or

- b) for the purposes of caring for an immediate family or household member that is sick and requires the Employee's care and support (carer's leave) or an unexpected emergency affecting the member.

37.8. Evidence and notice requirements:

- a) paid personal leave for personal illness or carers leave is subject to the provision of medical certificate from a registered medical practitioner, physiotherapist, dentist, or chiropractor;
- b) Employees may access five (5) single days per annum without provision of the above evidence;
- c) to be entitled to leave an Employee must give the Employer notice of the period or expected period of the leave and/or
- d) the notice must be given as soon as reasonably practicable.

37.9. Excessive Leave:

- a) the Employer will meet with the Employee to ascertain any reasons for any excessive leave, or patterns of leave and explore any assistance that can be provided to the Employee;
- b) if the Employer identifies that a pattern of leave is occurring or that leave taken is extensive, a medical certificate may be requested for all leave taken; and
- c) where excessive leave is taken, the Employer may direct the Employee to attend an independent medical examination. The Employer will nominate the medical practitioner and pay for the cost of the examination.

37.10. Cashing out of paid Personal/Carer's Leave during employment:

- a) An Employee may apply to cash out an amount of paid personal/carers leave credited to the Employee provided:
 - (i) the Employer authorises the Employee to forgo the amount of paid personal/carers leave;
 - (ii) paid personal/carers leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid personal/carers leave being less than fifteen (15) days;
 - (iii) each cashing out of a particular amount of paid personal/carers leave must be by a separate agreement in writing between the Employer and the Employee; and
 - (iv) 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.

38. Compassionate Leave

38.1. Compassionate leave is provided for as per the NES.

38.2. Full-time and part time Employees are entitled to two (2) days paid compassionate leave per occasion when a member of the Employee's immediate family or a member of the Employee's household:

- a) contracts or develops a personal illness that poses a serious threat to his or her life; or
- b) sustains a personal injury that poses a serious threat to his or her life; or
- c) dies.

38.3. An Employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave per occasion as:

- a) separate periods of one (1) day each; or
- b) a single, unbroken period; or
- c) any separate periods to which the Employee and the Employer agree.

- 38.4. The right to take such leave will be dependent on compliance with the following conditions:
- a) the Employee shall give the Employer notice of their intention to take such leave as soon as reasonably practicable; and
 - b) the Employee shall furnish evidence of such illness or death to the satisfaction of the Employer (i.e. Death Certificate, Order of Service, Funeral Notice).
- 38.5. Casual Employees are entitled to take two (2) days of unpaid compassionate leave per occasion.

39. Long Service Leave

- 39.1. Eligible Employees will be entitled to Long Service Leave in accordance with the *Long Service Leave Act 1955* as amended from time to time.

40. Unpaid Parental Leave

- 40.1. Parental leave is provided for as per the NES.
- 40.2. As provided by the Act, employees are entitled to unpaid parental leave in connection with the birth or adoption of a child.
- 40.3. Maternity Leave is taken by female employees during or after pregnancy. The period of maternity leave available is up to fifty-two (52) weeks.
- 40.4. Paternity Leave is taken by the father or partner. Short Paternity leave is for two (2) weeks after the child is born or pregnancy is terminated. Extended Paternity Leave is available when the partner is to be the primary carer of the child or children.
- 40.5. Special Maternity Leave is taken to recover from a terminated pregnancy when the child is still born or when the mother is ill because of the pregnancy.
- 40.6. Adoption-related leave may be taken by either partner in connection with the placement of a child for adoption that is under the age of 16 years at the day of placement.

41. Family and Domestic Violence Leave

- 41.1. Employees are entitled to five (5) days' unpaid leave to deal with family and domestic violence, as follows:
- a) the leave is available in full at the start of each twelve (12) month period of the employee's employment;
 - b) the leave does not accumulate from year to year; and
 - c) is available in full to part-time and casual employees.
- 41.2. Employees may also access accrued and unused leave entitlements (annual leave, personal leave and long service leave) to deal with family and domestic violence.
- 41.3. An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of the leave.
- 41.4. An Employee who has given their Employer notice of the taking of leave under this clause must, if required by the Employer, give evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in this clause. 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.

- 41.5. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause is treated confidentially, as far as it is reasonably practicable to do so.
- 41.6. The Employer, where appropriate, may facilitate flexible working arrangements.

42. Community Service Leave

- 42.1. Community Service leave is provided for in the NES.

43. Ceremonial Leave

- 43.1. An Employee who is required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one (1) year, with the approval of the Employer.

44. Paid Union Training Leave

- 44.1. A maximum of two (2) union representatives will be approved by the Employer to take a maximum of three (3) days paid leave per annum to attend union training or conferences.
- 44.2. Union representatives wishing to take paid union training leave are to submit a request to the Employer, which includes supporting documentation, at least one (1) month before to the requested leave date.
- 44.3. Approval will be dependent on the Employer's ability to cover the union representatives shifts; however, the Employer will not unreasonably refuse a request.

PART 6 – OTHER PROVISIONS

45. Patient Clinical Care

- 45.1. The parties to this Agreement are committed to ensuring the highest standards of clinical care are maintained at all times and as such, it is agreed that a Registered Nurse will be on duty at the facility 24/7.

46. Training

- 46.1. All Employees will receive on-the-job training as required to assist them in completing the tasks required of them by the Employer. This training, or any other training at the request of the Employer, shall as far as is practicable be conducted during the Employee's usual working time.
- 46.2. Where it is necessary for an Employee to attend training at the request of the Employer that is outside of the Employee's usual working time, the Employee shall be paid for such attendance and extra travel time as if the Employee had worked.
- 46.3. The Employer will also, as far as reasonably practicable, roster Employees on to complete their online mandatory modules during the Employee's usual working time. Employees may request to complete their online modules away from work, and if agreed with the Employer, the Employee will receive four (4) hours of pay to compensate them for the time it takes to complete their training, once their training has been completed each year.

47. Meetings

- 47.1. Employees who attend workplace meetings that fall outside their normal hours of work will be paid at the applicable overtime rate, shift penalty and other allowances.

48. Work, Health and Safety

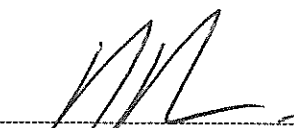
- 48.1. The parties to this Agreement are committed to ensuring that work health and safety (WHS) obligations are adhered to at all times and that all safety related documentation such as safe work operating procedures and other WHS policies are continually reviewed and updated to remain compliant with WHS Legislation.

49. Bullying, Discrimination and Harassment

- 49.1. The Employer aims to provide an environment where Employees and others in the workplace are treated fairly, with respect, and are free from unlawful discrimination, harassment, vilification and bullying by ensuring, so far as it reasonably can, that employees are not subjected to any form of discrimination, harassment and/or bullying while at work.

SIGNATORIES TO THE AGREEMENT

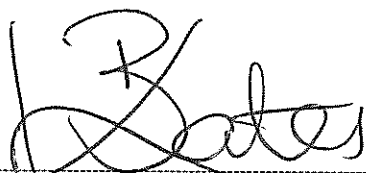
Signed for and on behalf of Mark Moran at Little Bay Pty Limited:



Mark Moran
Co-Founder / Director
Mark Moran at Little Bay Pty Limited
1420 Anzac Parade, LITTLE BAY NSW 2036

16.12.20.

DATE:



WITNESS
Kimberley Bates
Group HR Manager
Mark Moran Group Pty Ltd
2 Laguna Street, VAUCLUSE NSW 2030

16.12.20

DATE:

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.

SCHEDULE 1- RATES OF PAY

WAGE RATE TABLE					
CLASSIFICATION	1 July 2019	1 July 2020		1 July 2021 2.5%	1 July 2022 2.75%
		1.75% applied 1 July 2020	0.25% to be applied on EBA approval backdated to 1 July 2020		
Nursing Assistant - Cert III	\$22.70	\$23.10	\$23.15	\$23.73	\$24.39
Enrolled Nurse	\$24.31	\$24.74	\$24.80	\$25.42	\$26.12
Registered Nurse - PP1	\$29.62	\$30.14	\$30.21	\$30.97	\$31.82
Registered Nurse - PP2	\$31.13	\$31.67	\$31.75	\$32.55	\$33.44
Registered Nurse - PP3	\$34.66	\$35.27	\$35.35	\$36.24	\$37.23
Registered Nurse - PP4	\$36.82	\$37.46	\$37.56	\$38.50	\$39.55
Registered Nurse - PP5	\$38.99	\$39.67	\$39.77	\$40.76	\$41.89

ALLOWANCE RATE TABLE	
ALLOWANCES <i>(Allowances will be increased in line with any adjustment to the Nurses Award 2010).</i>	RATE
In-charge Allowance (per shift)	\$23.00
Laundry Allowance (per shift)	\$0.32
Meal Allowance (per occasion)	\$13.56
Medication Assistance Allowance – Nursing Assistant (per shift)	\$10.00
On call allowance – Monday to Friday (each call period of up to 24 hours)	\$22.47
On call allowance – Saturday (each call period of up to 24 hours)	\$33.85
On call allowance – Sunday and Public Holidays (each call period of up to 24 hours)	\$39.49
Vehicle Allowance (per kilometer)	\$0.80

SCHEDULE 2- CLASSIFICATION DEFINITIONS

REGISTERED NURSE	<p>Means a person registered by the Australian Health Practitioners Regulation Agency (AHPRA).</p> <p>Registered Nurses under this Agreement shall progress from first year of service to 5th year and thereafter having completed 1786 hours in not less than one anniversary year.</p>
ENROLLED NURSE (Medication Endorsed)	<p>Means an Enrolled Nurse registered by AHPRA as an Enrolled Nurse who has an endorsement on their registration to administer medication and is required to do so as part of their duties.</p>
NURSING ASSISTANT (Health Care Assistant)	<p>Means a person who holds a Certificate III or IV relevant to the position and who works under the supervision of a Registered or Enrolled Nurse and who works as part of the nursing team to provide care to Residents ensuring that holistic care is provided.</p> <p>Nursing Assistants who hold Certificate III or IV and who have completed the relevant medication qualification may also be required to assist with medications.</p>