



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Armest Pty Ltd T/A Miles Witt Partnership
(AG2017/3946)

NAZARETH CARE (TAMWORTH) NURSES ENTERPRISE AGREEMENT 2017

Aged care industry

COMMISSIONER WILSON

MELBOURNE, 5 DECEMBER 2017

Application for approval of the Nazareth Care (Tamworth) Nurses Enterprise Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Nazareth Care (Tamworth) Nurses Enterprise Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Armest Pty Ltd T/A Miles Witt Partnership. The Agreement is a single enterprise agreement.

[2] 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, and New South Wales Nurses and Midwives' Association being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 December 2017. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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Nazareth Care (Tamworth) Nurses Enterprise Agreement 2017

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1. Title

This Agreement shall be known as the Nazareth Care (Tamworth) Nurses Enterprise Agreement 2017.

2. Date and period of operation

This Agreement shall operate 7 days after approval by the Fair Work Commission and its nominal expiry date is 30 June 2020. The Agreement will continue to operate until replaced or terminated in accordance with the Fair Work Act 2009.

It is agreed that discussions will commence for a new Agreement no later than four months prior to the nominal expiry date of the Agreement.

3. Definitions and interpretation

In this Agreement, unless the contrary intention appears:

"**Aged Care Act**" means the Aged Care Act 1997 (Cth).

"**AHPRA**" means the Australian Health Practitioner Regulation Agency

"**Board**" means - the Nursing and Midwifery Board of Australia

"**Day Worker**" means an Employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00am and at or before 10am, otherwise than as part of a shift system.

"**Shift Worker**" for the purpose of the NES means an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker.

"**Employee**" refers to an Employee of Nazareth Care (Tamworth) whose employment would, but for this Agreement, be regulated by the Nurses Award 2010.

"**Employee Representative**" means an Employee or other person or association selected by another Employee or group of Employees to represent the Employee or the group in relation to their employment, including any matters arising under this Agreement.

"**Employer**" or "**Management**" means Nazareth Care (Tamworth) (ABN 95 143 353 155).

"**Enrolled Nurse**" means - a person registered by the Board as such

"**Facility**" means - a nursing home or hostel

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

"**Fair Work Commission**" ("**FWC**") refers to the statutory body established under the Fair Work Act or any successor organisation established under Commonwealth legislation, which performs the functions of conciliation and arbitration.

"**Family and Domestic violence**" is any violent, threatening or other abusive behaviour by a person against a current or former partner or member of the person's immediate family or household.

"**Immediate Family**" means: a spouse, former spouse or de facto partner (including same sex relationships), child, parent, grandparent, grandchild or sibling of the Employee.

"**Manager**" means a person engaged by the Employer as a manager.

"NES" means the National Employment Standards contained within the Fair Work Act.

"Nurses" means Registered Nurses and Enrolled Nurses

"Parties" means the parties to this agreement, being, employees (as defined), the employer (as defined) and the union (as defined).

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

"Duty Nurse" means a nurse nominated to oversee clinical care, attend to complex health care and co-ordinate staff.

"Union" means the New South Wales Nurses' and Midwives' Association (NSWNMA) and Australian Nursing and Midwifery Federation NSW Branch (ANMF)

4. Coverage and Application

This Agreement applies to the following:

- (a) The Employer, in respect of its operations at its facility in Tamworth; and
- (b) the Employees employed at the Employer's facility in Tamworth
- (c) NSWNMA and ANMF.

5. Access to the Agreement and the National Employment Standards

The Employer must ensure that copies of this Agreement and NES are available to all applicable Employees either on a noticeboard which is conveniently located at the workplace or through electronic means.

6. The National Employment Standards and this Agreement

6.1 The NES is a set of minimum employment entitlements prescribed within the Fair Work Act. In summary, the NES provides the following entitlements:

- (a) weekly hours of work per week;
- (b) requests for flexible working arrangements;
- (c) parental leave and related entitlements;
- (d) annual leave of four weeks per annum;
- (e) 10 days paid personal/carers leave and compassionate leave per annum;
- (f) community service leave including jury service, voluntary emergency management activity or any other activity in the nature of community service as outlined by the regulations;
- (g) long service leave;
- (h) public holidays;
- (i) notice of termination and redundancy; and
- (j) the Fair Work Information Statement.

6.2 The NES applies to Employees covered by this Agreement except where this Agreement provides a more favourable outcome for the Employees in a particular respect.

7. Aged Care Act 1997

- 7.1** Employees are required to comply with the Aged Care Act 1997 and associated regulations and statutory obligations as amended from time to time.
- 7.2** Consequently, it is a pre-condition of an Employee's employment that the Employee does not have a history of criminal conduct that would be inconsistent with the inherent requirements of the Employee's position. As such:
- (a) the Employee is required to obtain a relevant Police Check prior to commencing employment, in accordance with clause 36.
 - (b) the Employee must, whenever requested, produce for sighting by a Manager an original and current National Police Record Certificate.
 - (c) If the Employee has been a citizen or permanent resident of a country other than Australia since turning 16 years of age, the Employee must make a statutory declaration before starting work with the Employer, stating that in Australia or any other country the Employee has never:
 - (i) been convicted of murder or sexual assault, or
 - (ii) been convicted or sentenced to imprisonment for any other form of assault.
 - (d) Further, the Employee acknowledges and declares that the Employee is not a disqualified individual within the meaning of the Aged Care Act. The Employee must notify the Employer if the Employee becomes a disqualified individual at any time during the employment.

8. Policies and procedures

- 8.1** This Agreement is supplemented by the Employer's policies and procedures, which apply from time to time but which do not form part of this Agreement. The policies and procedures are intended to provide guidelines for the fair and efficient administration of employment matters consistent with the objectives of this Agreement.
- 8.2** The Employer may introduce new policies or amend or withdraw its existing policies at any time.
- 8.3** Employees will be informed of any changes to policy which will be readily available.

9. Agreement Flexibility

- 9.1** **An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:**
- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.

- 9.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009 ; and
 - (b) are not unlawful terms under section 194 of the Fair Work Act 2009 ; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- 9.3** The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.

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

- 9.5** The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing--at any time.

10. No extra claims

- 10.1** The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and the Employees agree that they will not pursue any extra claims during the term of this Agreement
- 10.2** Where any disagreement arises, the parties shall follow the dispute settlement procedure contained in this agreement.
- 10.3** The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken by the parties in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Fair Work Act have been satisfied.

11. Consultation regarding major workplace change

- 11.1** This term applies if:
- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and

11.10 Consultation about changes to rosters or hours of work

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

12. Dispute resolution

12.1 If a dispute relates to:

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

this clause sets out procedures to settle the dispute.

12.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

12.3 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.

12.4 If discussions at the workplace level do not resolve the dispute in a timely manner, a party to the dispute may refer the matter to the Fair Work Commission.

12.5 The Fair Work Commission will deal with the dispute in 2 stages:

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

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission 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.

12.6 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
 - (iii) the work is not appropriate for the employee to perform; or
 - (iv) there are other reasonable grounds for the employee to refuse to comply with the direction

12.7 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this clause.

13. Notice of termination and redundancy pay

13.1 The Employer must not terminate an Employee's employment unless the Employer has given the Employee written notice of the day of the termination. In particular, the notice may be given to an Employee by:

- (a) delivering it personally; or
- (b) leaving it at the Employee's last known address; or
- (c) sending it by pre-paid post to the Employee's last known address.

13.2 Amount of Notice or Payment in Lieu of Notice

The Employer must not terminate the Employee's employment unless:

- (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under sub-clauses (13.3); or
- (b) the Employer has paid the Employee an amount in lieu of notice of at least the amount the Employer would have been liable to pay the Employee at the base rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.

13.3 The minimum period of notice is as follows:

- (a) first, work out the period using the following table:

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

More than 5 years

4 weeks

(b) then increase the period by 1 week if the Employee is over 45 years old and has completed at least 2 years of continuous service with the Employer at the end of the day the notice is given.

(c) A Director of Nursing is required to be given 14 days' notice if terminated within the first 13 weeks of their engagement and 28 days' notice after 13 weeks of their engagement.

13.4 Notice of Termination by an Employee

The notice of termination required to be given by an Employee is the same as that required of the Employer except where there is a mutual Agreement to reduce the required notice period (with the exception of a Director of Nursing who must give 28 days' notice or by the payment of salary in lieu, except that where the employment of a Director of Nursing is terminated within 13 weeks of her/his engagement, there shall be given 14 days' notice or the payment of 14 days' salary in lieu thereof). There is no requirement on the Employee to give additional notice based on the age of the Employee concerned. If an Employee fails to give the required notice the Employer may withhold any monies due to the Employee on termination under this Agreement or the NES, being an amount not exceeding the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee, provided that the Employer has received an approval in writing from the Employee to withhold the amount.

13.5 The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct. Any payment upon dismissal is up to the time of dismissal only.

13.6 The Employer will give the Employee a statement signed by the Employer stating the period of employment and when the employment was terminated if the Employee requests.

13.7 Redundancy Pay

An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

(a) at the Employer's initiative because the Employer no longer requires the job done by the Employee to be done by anyone.

(b) because of the insolvency or bankruptcy of the Employer.

The amount of the redundancy pay equals the total amount payable to the Employee for the redundancy pay period worked out using the following table at the Employee's base rate of pay for his or her ordinary hours of work and shall include any over award payment entitlements, shift penalties, in charge and on call allowances.

13.8 Redundancy Pay Period

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

Employee's period of continuous service with the Employer	Redundancy Pay Period on Termination
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks

4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

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

Employee's period of continuous service with the Employer	Redundancy Pay Period on Termination
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

(c) "**Week's pay**" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over award payments, shift penalties, in charge and on call allowances.

13.9 Suitable alternative employment

- (a) Clause 13.7 does not apply to an Employee where the Employee is transferred to a suitable alternative position or receives an offer of employment, on terms and conditions that are no less favourable overall than the Employee's existing terms and conditions.
- (b) This sub-clause is subject to an employer making application to FWC as prescribed by section 120 of the Fair Work Act.

14. Types of employment

14.1 Employees under this Agreement will be employed in one of the following Categories:

- (a) full-time;
- (b) part-time;
- (c) fixed term; or
- (d) casual.

At the time of engagement, the Employer will inform each Employee in writing whether they are employed on a full-time, part-time, fixed term or casual basis. The 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.

14.2 Full-time employment

- (a) A full-time Employee is one who is engaged to work 38 hours per week. Employees shall be paid the full weekly wage appropriate to the Employee's classification.

- (b) A full-time employee will receive a minimum payment of four hours for each start in respect of ordinary hours of work.

14.3 Part-time employment

- (a) A part-time Employee is an Employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable;
- (b) Before commencing part-time employment, the Employer and Employee will 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;
- (c) The hours of work may be varied by agreement and recorded in writing;
- (d) 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;
- (e) A part time employee will receive a minimum payment of 3 hours for each start.

14.4 Annual Review of Hours - Part-Time Employees

Where an Employee is required to work more than their specified contract hours continuously for more than twelve (12) months they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (a) if the increase in hours is as a direct result of an Employee being absent on leave, such as, annual leave, long service leave, maternity leave, workers compensation; and
- (b) 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.

Any adjusted contracted hours resulting from a review by the Employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

14.5 Fixed Term Employment

- (a) Fixed term employment may be used for employment for a specified period of time or for a specified task.
- (b) Examples include, but are not limited to, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects and re-fresher courses.

14.6 Casual Employment

- (a) A casual Employee is one who is engaged as such on an hourly basis otherwise than as a full-time Employee, a part-time Employee or a fixed term employee.
- (b) The provisions of clauses 13 - Notice of Termination and Redundancy Pay, 28 -Annual Leave, 31 - Personal/Carers Leave and Compassionate Leave shall not apply to a casual Employee (to avoid doubt, a casual Employee is entitled to compassionate leave on an unpaid basis only).
- (c) A casual employee will be paid a minimum of two hours pay for each engagement.
- (d) A casual Employee will be paid for each hour worked on week days an amount equal to one

thirty-eighth of the weekly rate application to the Employee's classification plus a casual loading of 25%.

- (e) For weekend work, casual employees shall, in addition to the applicable casual loading, receive the rates prescribed in clause 24 - Saturday and Sunday work.

14.7 Casual Conversion -Option of Casual Conversion to Permanent Employment

A casual employee who has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), has the right to request conversion to permanent employment and that request will not be unreasonably refused by the Employer.

15. Wages

15.1 The rates of pay current as at 30 June 2017 specified in Schedule B and allowances specified in Schedule C shall be increased as follows:

- (a) by 3 % from the first full pay period after 1 July 2017;
- (b) by a further 3% from the first full pay period after 1 July 2018;
- (c) by a further 3% from the first full pay period after 1 July 2019.

15.2 Rates of pay as increased by this Agreement are set out in Schedule B.

15.3 Payment of wages

Wages are to be paid fortnightly.

15.4 Method of payment

Salaries will be paid no later than five days following the end of the pay period (subject to any unforeseen event outside the control of the Employer). Salaries will be paid by electronic funds transfer into the bank or financial institutional account nominated by the Employee.

15.5 When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, the Employer will make payment of all wages and other moneys owing to the Employee in the pay period pay date falling as soon as practicable after their last day of employment. within 3 days of the day of termination.

16. Superannuation

16.1 The Employer will make superannuation contributions on behalf of each Employee in accordance with the Superannuation Guarantee (Administration) Act 1992 (Cth) to the superannuation fund currently used for this purpose or an alternative complying superannuation fund approved by the Employer from time to time.

16.2 The funds currently approved include HESTA and the Catholic Super Fund (previously known as National Catholic Super).

16.3 The default superannuation fund for employees is HESTA.

16.4 The Employer may agree to make superannuation contributions to a complying superannuation fund of the Employee's choice.

17. Salary Packaging

- 17.1** The Employer has made salary packaging arrangements available for those Employees who wish to take advantage of the benefits.
- 17.2** Employees (except Casual Employees) are able to package and structure their remuneration in accordance with the Employer's salary packaging policy. These arrangements include salary sacrifice for superannuation, such that an employee may elect, subject to the agreement of the employee's employer, to sacrifice a part or all of the salary payable under the relevant award to additional employer superannuation contributions.
- 17.3** Either party may elect to discontinue a particular salary sacrifice arrangement on 4 weeks' notice. Further, if existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements. The Employer is not liable to make up any salary or benefits lost by an Employee as a result of any legislative changes.

18. Classifications

- 18.1** Classification definitions are set out in Schedule A - Nursing Classification Definitions. The Employer must advise Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

18.2 Recognition of Service and Experience

- (a) The Employer will recognise service and experience that is of a similar nature with another Employer to the Employee's current employment with the Employer for the purposes of classifying Employees in Employment Classifications where there are progression criteria.
- (b) The Employer will recognise the prior service and experience, and/or the concurrent service of an Employee with other employers, upon production of documentary evidence satisfactory to the Employer.
- (c) The Employee's new classification will apply from the date the evidence is received by the Employer.
- (d) The Employee's classification will be back-dated for prior service if the evidence is received by the Employer within three months of the Employee's initial engagement.
- (e) A Registered Nurse or Enrolled Nurse who has been registered or enrolled outside New South Wales will be paid as a Registered Nurse or Enrolled Nurse as from the date the Employee notifies the Employer in writing that the Employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse. An Employee seeking recognition of training outside New South Wales must make application for registration within seven days after being notified that the Employee is eligible for registration.
- (f) For the purpose of yearly progression based on service and experience an Employee must complete 1786 hours of work.

19. Allowances

19.1 Continuing Education:

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.

- (c) The allowance is not payable to Deputy Directors of Nursing 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) An RN or EN 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) An RN 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 RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Schedule C.
- (h) An RN 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 RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Schedule C, Continuing Education Allowances.
- (i) An RN 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 RN in carrying out the duties of the position shall be paid a weekly allowance as set out in Schedule C, Continuing Education Allowances.
- (j) An EN 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 EN in carrying out the duties of the position shall be paid a weekly allowance as set out in Schedule C, Continuing Education Allowances.
- (k) The allowances set out in sub-clauses (19.7), (19.8), (19.9) and (19.10) hereof 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.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this agreement.

19.2 Clothing

- (a) Subject to paragraphs (b) and (c), 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 the Employer free of cost to the Employee. Uniforms will be replaced on an as needed basis as judged by the Employer.
- (b) Instead of the provision of either uniforms, special type shoes or a cardigan or jacket, the Employer may by agreement with the Employee pay the relevant allowance set out in Schedule C.
- (c) Further, 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 sum set out in Schedule C, per week.
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21

days or any period of leave without pay. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four (4) weeks immediately preceding the taking of leave.

- (e) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this sub-clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

19.3 In-Charge Allowance

In the absence during a shift of a more senior registered nurse, the Employer will appoint another registered nurse to be in charge of the facility, for which circumstance an allowance will be paid per shift as outlined in Schedule C.

19.4 On Call Allowance

Where the employer requires an employee to be on call at their private residence or at any other mutually agreed place, an allowance will be paid for each 24 hour period (or part thereof) as outlined in Schedule C.

20. Ordinary hours of work and rostering

20.1 Ordinary hours of work

The ordinary hours of work for a full-time employee will be 38 hours per week, 76 hours per fortnight or 152 hours over 28 days.

20.2 The ordinary hours of work for Day Workers must not be worked over more than:

- (a) 38 hours per week on more than 5 days; or
- (b) 76 hours per fortnight on more than 10 days; or
- (c) 152 hours per four weeks on more than 28 calendar days;
- (d) And are to be worked Monday to Friday commencing from 6:00am and after, and at or before 10.00 a.m.

20.3 The ordinary hours of work for Shift Workers in each roster cycle must not exceed:

- (a) 76 hours per fortnight; or
- (b) 152 hours per four weeks.

20.4 The ordinary hours of work for each shift will consist of no more than:

- (a) 10 hours on a Night shift; and
- (b) 10 hours for all other shifts.

20.5 An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the 20 hours immediately preceding the commencement of the changed duty.

21. Rest breaks between rostered work

An Employee will be allowed a break of not less than 8 hours between the termination of one shift or period

of duty and the commencement of another.

22. Rosters

- 22.1** The ordinary hours of work for each Employee, other than casual Employees, will be displayed on a roster in a place conveniently accessible to Employees. Where practicable, such roster will be displayed at least two weeks prior to the commencing date of the first working period in the roster.
- 22.2** The ordinary hours of a rostered shift may be varied to meet the operational needs of the Employer after consultation and agreement between the Employer and the Employees. The agreement of the Employees to such variation shall not be unreasonably withheld.
- 22.3** An Employee's hours of work may be averaged over the roster period or such other period as permitted by law.
- 22.4** The Employer may vary an Employee's start and/or finish times and/or the pattern of working hours at any time following consultation with the Employee, within the spread of ordinary hours set out in clause 20 above. Given the nature of the work, flexible arrangements must apply in order to meet the needs of the business from time to time. As such, Employees will be rostered to work in accordance with the operational requirements of the business from time to time.
- 22.5** 14 days' notice will be given of a change in a roster where practicable.
- 22.6** Despite subclauses 22.4 and 22.5, a roster may be altered at any time to enable the business of the Employer to be carried on where another Employee is absent from duty on account of illness or in an emergency. Prior to the changed shift, such change of roster will be notified verbally or in writing to the replacement Employee concerned. Where such alteration involves a full time Employee working on a day which would have been his or her rostered day off, such Employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.

23. Shiftwork

- 23.1** All Employees, are entitled to the following shift allowances calculated on their basic periodic rate of pay for shifts rostered:

Shift	Commencement Time	Allowance
Early morning shift	from 4am and before 6am	10%
Day shift	from 6am and before 10am	no allowance
Morning shift	from 10am and before 1pm	10%
Afternoon shift	from 1pm and before 4pm	12.5%
Night shift	from 4pm and before 4am	15%

- 23.2** Casual Employees are entitled to the applicable casual loading in clause 14.6(d) and the allowances above, where applicable, calculated on the base rate.

24. Saturday and Sunday work

Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed in clause 23 - Shiftwork.

25. Breaks

25.1

- (a) An employee who is rostered to work in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes. Provided that, by agreement of the employees affected, employees who work shifts of six hours or less may forfeit the meal break.
- (b) Where an employee is required to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee on afternoon, night or weekend shift is required by the employer to remain on the premises during a meal break, but is free from duty, the employee will be paid at the ordinary rate for the duration of the meal break time.

25.2 Tea break provisions

- (a) Two separate paid 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 10-minute interval in each four-hour period.
- (c) Tea breaks taken under this sub-clause are counted as time worked.

26. Overtime penalty rates

- 26.1** The Employer may require an employee to work reasonable overtime, provided that the Employer will have regard to the matters set out in the NES regarding the requirement to work reasonable overtime. Any overtime must be authorised by a Manager prior to incurring any overtime pay.

Overtime rates under this clause will be in substitution for, and not cumulative upon, the shift premiums prescribed in clause 23.

- (a) A full-time Employee will be paid the following payments for all work done outside of their rostered ordinary hours on any day:
- (b) for all authorised overtime on Monday to Saturday, payment will be made at the rate of time and a half for the first two hours and double time thereafter;
- (c) for all authorised overtime on a Sunday, payment will be made at the rate of double time; and
- (d) for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.

26.2 Part Time and Casual Employees

- (a) All time worked by part-time Employees in excess of 38 hours per week or 76 hours per fortnight will be overtime and paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (b) All time worked by part-time Employees which exceeds 10 hours per day, 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.

26.3 Time off in lieu of payment for overtime

By mutual Agreement, an Employee may be compensated by way of time off instead of payment of overtime on the following basis:

- (a) By written agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) Time accrued under this sub-clause must be taken within four months of it being accrued.
- (d) Where it is not possible for an Employee to take the time off in lieu of payment for overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (e) An Employee cannot be compelled to take time off in lieu of overtime.
- (f) If, during that 4 month period, the employee requests payment of the overtime covered by the agreed TOIL period, the employer must pay the amount in the next pay period.

26.4 Rest Period after Overtime

- (a) An Employee who works so much overtime between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift, that they have not had at least 8 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- (b) If on the instructions of the Employer, such an Employee resumes or continues work without having had 8 consecutive hours off duty, they will be paid at overtime rates until they are released from duty for such rest period and they will then be entitled to be absent until they have had 8 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

26.5 Recall to Work Overtime

- (a) An Employee recalled to work overtime after leaving the Employer's premises will be paid for a minimum of four hours work at the appropriate rate for each time so recalled. if the work required is completed in less than four hours, the Employee will be released from duty.
- (b) An employee recalled to work overtime pursuant to this subclause will be reimbursed reasonable travel expenses incurred in respect of the recall to work, or will be paid an allowance of the amount set out in Schedule C.

26.6 Overtime Meals

- (a) In addition to any overtime payment, an Employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00am, 1.00pm and 6:00pm will be supplied with an adequate meal.
- (b) Clause 26.5(a) will not apply when an Employee could reasonably return home for a meal within the meal break.

27. Higher Duties

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 the time so spent performing the higher duties.

28. Workload Management

- 28.1** 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.
- 28.2** Workload management must be an agenda item at staff meetings on at least a quarterly basis.
- 28.3** If an employee or employees find their workload is excessive on an ongoing basis, they will initially discuss the matter with their Manager.
- 28.4** The outcome of discussions at each level and any proposed outcomes/solutions should be recorded in writing and fed back to the affected employee/s within 7 days or other agreed time frame.
- 28.5** If the issue is still unresolved, the employee/s may advance the matter through Clause 12 - Dispute resolution.

29. Annual Leave

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

29.1 Quantum of annual leave

- (a) Entitlements to annual leave will be in line with the NES of four weeks.
- (b) A shiftworker will be entitled to an additional week's annual leave. A shiftworker is defined as an employee who:
 - (i) is regularly rostered over seven days of the week; and
 - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 29.1 (b)(i) & (ii) above is entitled to four weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 29.1 (b)(i) & (ii) above is entitled to five weeks of paid annual leave for each year of service with their employer.

29.2 Taking of leave

Annual leave will be given and taken within six months of the employee becoming entitled to annual leave of more than four weeks.

This leave will be calculated once per year on the employee's anniversary date of either becoming a full time or part time employee.

29.3 Annual Leave Loading

In addition to their ordinary pay, an Employee will be entitled to the higher of:

- (a) annual leave loading of 17.5% on four weeks of their ordinary rate of pay; or
- (b) the weekend and shift penalties the Employee would have received had they not been on

leave during the relevant period.

29.4 Cashing Out of Annual Leave

Annual leave credited to an Employee may be cashed out in extenuating circumstances subject to the following conditions:

- (a) The Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- (b) During each 12 month period, an Employee is not entitled to forgo an amount of annual leave that is equal to more than 2 weeks of the ordinary hours worked by the Employee during the period;
- (c) The Employer has agreed to the Employee cashing out the annual leave; and
- (d) The payment in lieu of the amount of annual leave shall be at a rate that is no less than the Employee's ordinary pay at the time that the election is made.
- (e) a minimum balance of 4 weeks annual leave is to be maintained after cashing out any annual leave.

29.5 Taking of Annual Leave

- (a) Employees are encouraged to take all their annual leave entitlement each year, and wherever practicable, within six (6) months of such leave becoming due.
- (b) Paid annual leave may be taken for a period agreed between the Employee and the Employer.
- (c) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

30. Public Holidays

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

30.1 Payment for Working on a Public Holiday

(a) Full-time Day Workers

A full-time Employee who works their ordinary hours Monday to Friday and starts between 6.00 am and 10.00 am will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) payment of an additional sum equal to 50% for hours worked and the same number of hours worked added to their annual leave.
- (iii) The election in sub-clauses 30.1 (a)(i) and 30.1 (a)(ii) 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.
- (iv) A full-time Employee who works their ordinary hours Monday to Friday and who does not work on a public holiday will be paid their ordinary pay for that day.
- (v) Payments under this clause are in lieu of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(b) Part-time Employees

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

A part-time Employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) payment of an additional sum equal to 150% for hours worked; or
- (ii) payment of an additional sum equal to 50% for hours worked and the same number of hours worked added to their annual leave.
- (iii) The election in sub-clauses 30.1 (b)(i) and 30.1(b)(ii) 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.
- (iv) 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.
- (v) Payments 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.

(c) Casual Employees

- (i) A casual Employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
- (ii) Payments under clause 30.1(c) are instead of and replace any casual loading otherwise payable under this Agreement.
- (iii) Payments 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 are public holidays:

- (i) 1 January (New Year's Day);
- (ii) 26 January (Australia Day);
- (iii) Good Friday;
- (iv) Easter Saturday;
- (v) Easter Sunday
- (vi) Easter Monday;
- (vii) 25 April (Anzac Day);
- (viii) the Queen's birthday holiday;
- (ix) Labour day;
- (x) 25 December (Christmas Day);
- (xi) 26 December (Boxing Day);
- (xii) any other day, or part-day, declared by or under an applicable State law to be observed at Tamworth as a public holiday (other than a public holiday excluded by the regulations from counting as a public holiday.)

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

30.2 Recognition Day

All full-time and part-time Employees are eligible for one additional day of paid "recognition leave".

Such public holiday shall occur on one of the following days as determined by the employer:

- (a) On the day on which the August bank holiday is observed; or
- (b) On a day between Christmas and New year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
- (c) On a gazetted and proclaimed public holiday. In areas where only one half day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this agreement. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
- (d) The employer shall nominate before July 1 of each calendar year, the date on which the extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this agreement, provided however that if no such election is duly made, the extra public holiday will be observed on the August bank holiday.

31. Personal/Carer's Leave and Compassionate Leave

This section applies to Employees, other than casual Employees (to avoid doubt, a casual Employee is entitled to unpaid compassionate leave only).

31.1 Entitlement to Paid Personal/Carer's Leave

Subject to sub-clause 31.2, for each year of service, an Employee is entitled to ten days of paid personal/carers leave or pro-rated for part time Employees.

31.2 Accrual of Paid Personal/Carer's Leave

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

31.3 Taking Paid Personal/Carer's Leave

An Employee may take paid personal/carers leave if the leave is taken:

- (a) because the Employee is unfit 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.

31.4 Employee Taken Not to be on Paid Personal/Carer's Leave on a Public Holiday

If the period during which an Employee takes paid personal/carers leave includes a day or part-day that

is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

31.5 Payment for Paid Personal/Carer's Leave

If an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate or pay for the Employee's ordinary hours of work in the period.

31.6 Entitlement to Unpaid Carer's Leave

An Employee is entitled to 2 days of unpaid carer's leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

31.7 Taking Unpaid Carer's Leave

- (a) Subject to sub-clause 31.6(b), an Employee may take unpaid carer's leave for a particular permissible occasion if the leave is taken to provide care or support as mentioned in section 31.3.
- (b) An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - (i) a single continuous period of up to 2 days; or
 - (ii) any separate periods to which the Employee and the Employer agree,
 - (iii) An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.

31.8 Compassionate Leave

An Employee is entitled to 3 days of paid compassionate leave for each occasion (a permissible occasion) when a member of the Employee's immediate family or a member of the Employee's household:

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

31.9 Taking Compassionate Leave

- (a) An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
 - (i) for the purpose of spending time with the member of the Employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in clause 31.8; or
 - (ii) after the death of the member of the Employee's immediate family or household referred to in clause 31.8.
- (b) An Employee may take compassionate leave for a particular permissible occasion as:

- (i) a single continuous period of 3 days; or
 - (ii) 3 separate periods of 1 day each; or
 - (iii) any separate periods to which the Employee and the Employer agree.
- (c) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take the compassionate leave for that occasion at any time while the illness or injury persists.
- (d) Payment for compassionate leave (other than for casual Employees).

If, in accordance with this Subdivision, 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.

31.10 Notice and Evidence Requirements

Notice

- (a) An Employee must give the Employer notice of the taking of leave under this clause by the Employee.
- (b) The notice:
- (i) must be given to the Employer as soon as is reasonably 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.
- (c) An Employee who has given the Employer notice of the taking of leave under this clause must:
- (i) provide medical certificates from a qualified medical practitioner or a statutory declaration to the Employer for periods of absence of two days or more;
 - (ii) upon request of the Employer, provide such medical certificates for all absences of one day or more claimed after two single-day absences in any 12 month period.
 - (iii) Provide further that an employee's entitlement to payment for personal leave for personal injury or sickness upon production of a Statutory Declaration shall be limited to not more than three occasions in each year in respect to absences not exceeding three consecutive working days duration.

Evidence

- (d) An employee who has given his or her 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:
- (i) if it is paid personal/carer's leave-the leave is taken for a reason specified in sub-clause 31.3; or
 - (ii) if it is unpaid carer's leave-the leave is taken for a permissible occasion in circumstances specified in sub-clause 31. 7; or
 - (iii) if it is compassionate leave-the leave is taken for a permissible occasion in circumstances specified in 31.9.

Compliance

An employee is not entitled to take leave under this clause unless the employee complies with the requirements of this sub-clause, 31.10.

32. Community Service Leave

Community service leave is provided for in the NES.

33. Parental Leave

Parental leave is provided for in the NES. This clause provides for additional benefits.

33.1 If an Employee has been employed by the Employer continuously for at least 40 weeks, immediately before the expected date of birth or adoption of the child, the Employee is eligible to participate in the Parental Leave Scheme. Except for the week or fortnight immediately following the birth, parental leave may not be taken concurrently by both parents for the care of the same child or children. If the Employee adopts a child under the age of 5 years at the day of placement, the Employee is entitled to parental leave benefits.

33.2 Conditions of the Parental Leave Scheme are:

- (a) Employees must provide the Employer with a medical certificate stating that they are pregnant and the expected date of birth at least 10 weeks before the expected date of birth.
- (b) The Employee must provide the Employer with an application for parental leave at least 8 weeks prior to the start of the intended leave, and stating the start and end dates of the leave.
- (c) If the parental leave dates change, the Employee must notify the Employer of the changes where it is practical to do so at least 14 days prior to the proposed dates for the leave changes.
- (d) For any Employee wishing to take leave at the time their spouse or partner is giving birth, a medical certificate must be obtained stating that the spouse or partner is pregnant and the expected due date. This must be done at least 10 weeks prior to the leave being taken. The Employee must state if their spouse or partner is taking paid parental leave. If the Employee's spouse or partner is taking paid leave, a statutory declaration may be requested stating the period of leave.
- (e) As a minimum, an Employee giving birth may take six (6) weeks parental leave from the expected date of birth of the child. The Employee may commence their parental leave up to six weeks prior to the expected date of birth as per the provisions of section 73 of the Fair Work Act 2009.
- (f) If the Employee is eligible for paid parental leave as a primary caregiver the Employee must provide a statutory declaration following the birth of the child stating that the Employee is the primary caregiver.
- (g) If the Employee parental leave circumstances change during the course of the leave, the Employee must notify the Employer in writing immediately upon learning of the changes. The scheme will only recognise the child as having one primary caregiver at any point in time.

33.3 Parental Leave for Primary Care Givers

- (a) After 12 months of continuous service at the expected date of birth, the Employee is entitled to nine weeks paid leave at the total cost of employment (salary + superannuation) if they are to be the primary caregiver. The nine weeks is to be paid over five (5) payroll periods after leave has commenced. For Employees who are employed on a roster basis, salary is

determined by calculating the average number of hours worked each week over the previous 12 months of employment.

- (b) The Employee will then be entitled to not more than 12 months as unpaid leave. However, the Employee may request the Employer to agree to an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period.
- (c) This paid parental leave is under the proviso that the Employee will remain as the primary caregiver during this period. Statutory declarations stating that the Employee is remaining as the primary caregiver must be provided at any time if requested following the birth of the child.

33.4 The Employer will comply with the "return to work provisions" in applicable legislation.

33.5 The Employee's parental leave period may be shortened by written Agreement with the Employer. However, the Employee needs to provide the Employer with written notice of the new proposed return date at least 4 weeks prior to the new date. The Employee may extend their parental leave period once by providing the Employer with 14 days' notice, and again subject to Agreement with the Employer.

33.6 Parental Leave for Non-Primary Caregivers

- (a) After 12 months of continuous service at the expected date of birth, eligible spouses or partners of the primary caregiver are entitled to one (1) week of paid parental leave at the time of the birth of the child. For rostered staff, this is calculated as the average number of hours worked each week over the previous 12 months of employment.
- (b) If an employee wishes to take parental leave in connection with the birth of their child, or a child of your spouse or partner, the employee is required to meet certain requirements as prescribed by the NES. If the employee wishes to take parental leave they should contact the Employer as soon as possible, but no less than 10 weeks before they intend to take the leave. They are also required to provide a medical certificate with their spouse or partner's expected due date.

34. Long Service Leave

34.1 For long service leave falling due prior to 20 February 1981, see *Long Service Leave Act 1955*.

34.2 For long service leave falling due after 20 February 1981, the following provisions shall apply:

(a) **Basic entitlement**

Every employee after ten years' continuous service with the same employer shall be entitled to:

- (i) two months' long service leave on full pay;
- (ii) after 15 years' continuous service to an additional one month's long service leave on full pay; and
- (iii) for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.

34.3 Taking of leave

- (a) Such leave shall be taken at a time to be mutually arranged between the employer and the

employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon as practicable" shall mean that leave is taken by the employee within 12 months of the date that the leave falls due.

- (b) If the parties are unable to agree on a date for the leave to be taken, the employer shall give to the employee at least one month's notice of the date from which it is proposed that the employees long service leave shall be given and taken.
- (c) The leave is to be taken in one continuous period unless the employer and employee agree otherwise.
- (d) Notwithstanding anything contained elsewhere in this clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the employer and employee may agree that the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

34.4 Proportionate leave on termination or death

Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to receive the monetary value of the long service leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment, as follows:

- (a) For the first five years' service - one month.
- (b) 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.
- (c) 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.
- (d) If such employee dies before entering upon such extended leave, or if, after having entered upon the same, dies before its termination the worker's legal representative shall be entitled to receive the monetary value of the leave not taken or not completed, as the case may be, and computed at the rate of salary which the employee had been receiving at the time of death.

34.5 For the purpose of this clause:

- (a) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account.
- (b) One month equals four and one-third weeks.
- (c) Continuous service shall be deemed not to have been broken by:
 - (i) the absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
 - (ii) any period of absence on leave without pay not exceeding six months.

- (iii) Where any employee has been granted a period of long service leave prior to the coming into force of this agreement, the amount of such leave shall be debited against the amount of leave due under this agreement.
- (iv) Except where the total actual service is less than five years.
- (v) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in sub-clauses (a) and (d)(iii)(f) of this subclause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.

35. Ceremonial Leave

- 35.1** An Employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the prior written approval of the Employer.
- 35.2** An employee seeking to take leave under this clause must provide the employer with 30 days' notice of their intention to do so (with the exception of unforeseen circumstances).

36. Natural Disaster Leave

- 36.1** Where despite making a genuine attempt, an employee is prevented from attending work for rostered shifts because of a declared natural disaster (e.g. bushfire, flooding), they may apply for one day's paid leave per annum on that occasion. This is in addition to other forms of paid leave but does not accrue.
- 36.2** By agreement with the employer, accruals of annual or personal/carer's leave may also be accessed on such occasions.

37. Family and Domestic Violence Leave

- 37.1** In addition to access to its confidential Employee Assistance Program, the employer will provide employees who are victims of family or domestic violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their paid personal/carers leave for such purposes.
- 37.2** On request and at the employer's discretion, further paid or unpaid leave may be granted to employees who are themselves experiencing domestic violence or who are assisting a member of their immediate family or household who is a victim of domestic violence.
- 37.3** If required by the employer, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clauses 35.1 or 35.2. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a lawyer, a financial institution, an accountant or a statutory declaration. Such evidence will be kept absolutely confidential.
- 37.4** On request, the employer may approve any reasonable request from an employee experiencing family and domestic violence for:
 - (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) changes to duties;
 - (c) relocation to suitable employment within Nazareth Care Tamworth;
 - (d) a change to their telephone number or email address to avoid harassing contact; or
 - (e) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

38. Security Checks

All Employees are required to undergo thorough Background Checks (including but not limited to criminal checks, work rights checks and education verification checks) which are obtained by an independent agency. The Employer reserves the right to terminate the Employee's employment should the content of the background check raise any concerns about the Employee's suitability for the role. The Employee will incur the costs of any associated Background Checks required and the Employer may require these checks to be updated from time to time.

39. Continuing Professional Development

In order to fulfil the continuing professional development requirements of the Nursing and Midwifery Board of Australia, registered nurses and enrolled nurses will be provided access to training and reimbursement of costs associated with the training. This training may involve any combination of the following and must be authorised by Management:

- (a) Writing or reviewing nursing educational materials;
- (b) Presenting at or attending workplace education sessions;
- (c) Attendance or presentation at external conferences, lectures, seminars or professional meetings;
- (d) Undertaking relevant online or face to face undergraduate or post-graduate studies which are relevant to their clinical practice.

40. Training

- 40.1** Employees may be required to undertake such training as the Employer considers appropriate for them to perform in their role, in which case the Employer will meet the cost of the training.
- 40.2** All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve-month period or as required.
- 40.3** Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one (1) hour whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
- 40.4** Attendance at any training course other than those referred to at 39.1 above, may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.
- 40.5** Where the Employer requires attendance at any training course other than those referred to at 39.1 above, the Employer will pay applicable course and attendance fees.

Schedule A—Classification Structure

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

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

Schedule B—Wages – Permanent Hourly

Registered Nurses and Enrolled Nurses

	1	2	3	4
Classification	Permanent Hourly Rate as at 30.6.17	Hourly Rate FFPP* after 01.07.17 +3%	Hourly Rate FFPP* after 01.07.18 +3%	Hourly Rate FFPP* after 01.07.19 +3%
Enrolled Nurse				
1st year of experience	\$25.2146	\$25.97	\$26.75	\$27.55
2nd year of experience	\$25.7339	\$26.51	\$27.30	\$28.12
3rd year of experience	\$26.2830	\$27.07	\$27.88	\$28.72
4th year of experience	\$26.8225	\$27.63	\$28.46	\$29.31
Thereafter	\$27.3856	\$28.21	\$29.05	\$29.92
Registered Nurse				
1st year of experience	\$30.1396	\$31.04	\$31.98	\$32.93
2nd year of experience	\$32.2672	\$33.24	\$34.23	\$35.26
3rd year of experience	\$34.3948	\$35.43	\$36.49	\$37.58
4th year of experience	\$36.6405	\$37.74	\$38.87	\$40.04
5th year of experience	\$39.2407	\$40.42	\$41.63	\$42.88

*FFPP First Full Pay period

Schedule C—Allowances

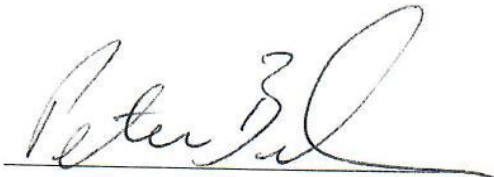
1	2	3	4
Allowance	From first full pay period after 01.07.17 + 3%	From first full pay period after 01.07.18 +3%	From first full pay period after 01.07.19 +3%
Clause 19.1 Continuing education (per week)			
19.7	\$35.06	\$36.11	\$37.19
19.8	\$53.16	\$54.75	\$56.39
19.9	\$64.47	\$66.40	\$68.39
19.10	\$26.57	\$27.37	\$28.19
Clause 19.2 (per week)			
Uniform	\$7.82	\$8.06	\$8.30
Shoes	\$2.17	\$2.24	\$2.30
Cardigan or Jacket	\$2.09	\$2.15	\$2.22
Stockings	\$3.62	\$3.73	\$3.84
Socks	\$0.08	\$0.09	\$0.10
Laundry	\$1.87	\$1.92	\$1.98
Clause 19.3 RN In Charge (per shift)	\$26.41	\$27.20	\$28.02
Clause 19.4 On Call (per 24 hours)	\$23.55	\$24.26	\$24.98
Clause 26.4 Travelling Allowance	ATO	ATO	ATO

SIGNATORIES

Signed for and on behalf of the Employer

Nazareth Care Tamworth

ABN 95143353155



Signature

PETER BURKE

Name

10 CAHILL COURT

TAMWORTH NSW 2340

Address

GENERAL MANAGER

Position

22-08-2017

Date



Witness Signature

Leanne Stuart

Witness Name

22/08/2017

Date

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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