



# DECISION

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

**Northern Coalfields Community Care Association Limited T/A Northern Coalfields Community Care Association Limited; Northern Coalfields Community Care Association (Abernethy Nursing Home) Limited; Northern Coalfields Community Care Association (Jacaranda Grove Hostel) Limited; Northern Coalfields Community Care Association (Mountain View Lodge Hostel) Limited; Northern Coalfields Community Care Association (NeighbourCare) Limited; Northern Coalfields Community Care Association Limited T/A Cessnock Home Care and Support Services**  
(AG2018/149)

## **NORTHERN COALFIELDS COMMUNITY CARE ASSOCIATION AND CONTROLLED ENTITIES ENTERPRISE AGREEMENT 2017**

Aged care industry

COMMISSIONER SAUNDERS

NEWCASTLE, 10 SEPTEMBER 2018

*Application for approval of the Northern Coalfields Community Care Association and Controlled Entities Enterprise Agreement 2017.*

[1] An application has been made for approval of an enterprise agreement known as the *Northern Coalfields Community Care Association And Controlled Entities 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 Northern Coalfields Community Care Association Limited T/A Northern Coalfields Community Care Association Limited; Northern Coalfields Community Care Association (Abernethy Nursing Home) Limited; Northern Coalfields Community Care Association (Jacaranda Grove Hostel) Limited; Northern Coalfields Community Care Association (Mountain View Lodge Hostel) Limited; Northern Coalfields Community Care Association (NeighbourCare) Limited; Northern Coalfields Community Care Association Limited T/A Cessnock Home Care and Support Services. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (the Undertakings). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

- (a) cause financial detriment to any employee covered by the Agreement; or
- (b) result in substantial changes to the Agreement.

[3] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[4] Pursuant to subsection 190(3) of the Act, I accept the Undertakings.

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

[6] The Health Services Union of Australia, and Australian Nursing and Midwifery Federation 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.

[7] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 17 September 2018. The nominal expiry date of the Agreement is 30 June 2020.



COMMISSIONER

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## Annexure A

FWC Matter No: AG2018/149

**Applicant:**

Northern Coalfields Community Care Association Limited and Controlled Entities

Section 185 – Application for Approval of Enterprise Agreement

**UNDERTAKING – SECTION 190**

Northern Coalfields Community Care Association Limited (the Employer) gives the following undertakings with respect to the Northern Coalfields Community Care Association Limited and Controlled Entities Enterprise Agreement 2017:

1. That the rates payable from the First Full Pay Period falling on or immediately after “test time” (18<sup>th</sup> January 2018) for the Northern Coalfields Community Care Association Limited and Controlled Entities Enterprise Agreement 2017 (the Agreement), were as follows:

Classification	Year	Rate
Assistant in Nursing	1 <sup>st</sup> Year	20.4971
	2 <sup>nd</sup> Year	21.0879
	3 <sup>rd</sup> Year	21.6786
	Thereafter	22.2916
Experienced (the holder of a relevant Certificate III qualification)	1 <sup>st</sup> Year	21.2921
	2 <sup>nd</sup> Year	21.6786
	Thereafter	22.2916
Team Leader		23.6848
Trainee Enrolled Nurse – Under 18 years	1 <sup>st</sup> Year	19.4940
	2 <sup>nd</sup> Year	19.8953
	Thereafter	20.2966
Trainee Enrolled Nurse – Over 18 years	1 <sup>st</sup> Year	20.2185
	2 <sup>nd</sup> Year	20.8649
	3 <sup>rd</sup> Year	21.5448
	Thereafter	22.2024
Enrolled Nurse (without medication qualification)	1 <sup>st</sup> Year	24.8552
	2 <sup>nd</sup> Year	25.3790
	3 <sup>rd</sup> Year	25.8360
	4 <sup>th</sup> Year	26.3487
	Thereafter	26.8725
Enrolled Nurse (with medication qualification previously known as known as Endorsed Enrolled Nurse)	Level (a)	26.7388
	Level (b)	27.3072
	1 <sup>st</sup> Year	28.0206
	2 <sup>nd</sup> Year	28.7005
	Thereafter	29.3693
Registered Nurse	1 <sup>st</sup> Year	35.9787
	2 <sup>nd</sup> Year	38.3194
	3 <sup>rd</sup> year	38.3639
	4 <sup>th</sup> Year	38.3862
	5 <sup>th</sup> Year	38.8766
Nursing Unit Manager Level I	1 <sup>st</sup> Year	42.7665
	2 <sup>nd</sup> Year	43.9257

Classification	Year	Rate
Nursing Unit Manager Level II		44.9622
Nursing Unit Manager Level III		46.1102
Nurse undergoing pre-registration assessment		24.7660
Clinical Nurse Specialist		40.2476
Clinical Nurse Consultant		47.2248
Clinical Nurse Educator		40.2476
Nurse Educator	1 <sup>st</sup> Year	42.7665
	2 <sup>nd</sup> Year	43.9257
	3 <sup>rd</sup> year	44.9622
	4 <sup>th</sup> Year	47.2248
Senior Nurse Educator	1 <sup>st</sup> Year	48.3171
	2 <sup>nd</sup> Year	49.2527
	3 <sup>rd</sup> year	50.8695
Nurse Practitioner	1 <sup>st</sup> Year	53.6671
	2 <sup>nd</sup> Year	54.8709
	3 <sup>rd</sup> year	56.4870
	Thereafter	58.0028
Assistant Director of Nursing	<150 beds	43.9257
	150 – 250 beds	47.2248
	>250 beds	48.3171
Deputy Director of Nursing	<20 beds	44.7839
	20 – 75 beds	45.8874
	75 – 100 beds	46.9128
	100 – 150 beds	47.8936
	150 – 200 beds	49.2757
	200 – 250 beds	50.8695
	250 – 350 beds	52.7197
	350 – 450 beds	54.5253
	450 – 750 beds	56.4981
Director of Nursing	>750 beds	58.6269
	<25 beds	49.8775
	25 – 50 beds	52.7197
	50 – 75 beds	53.8120
	75 – 100 beds	54.8931
	100 – 150 beds	56.4201
	150 – 200 beds	58.2591
	200 – 250 beds	60.0760
	250 – 350 beds	62.2828
	350 – 450 beds	65.9275
	450 – 750 beds	69.6613
	>750 beds	73.9413
Care Service Employee	New Entrant Junior	19.4421
	New Entrant Adult	19.4421

Classification	Year	Rate
	Grade 1	20.7981
	Grade 2	22.0353
	Grade 3	23.3728
	Grade 4 (Level 1)	23.9858
	Grade 4 (Level 2) 1 <sup>st</sup> Year	25.5462
	2 <sup>nd</sup> Year	26.1927
	3 <sup>rd</sup> Year	26.8503
	Grade 5 from	27.1958
	Grade 5 to	39.6902
Maintenance Supervisor	Otherwise	23.5957
	In charge of staff	24.7214
	Tradesperson	25.8249
Training Catering Officer	1 <sup>st</sup> Year	21.6005
	2 <sup>nd</sup> Year	21.9796
	3 <sup>rd</sup> Year	22.4031
Assistant Catering Officer	80 – 120 beds	22.5926
	120 – 300 beds	23.9858
	300 – 500 beds	25.4571
	500 – 1000 beds	25.9140
Catering Officer	80 – 120 beds	24.8217
	120 – 200 beds	25.4571
	200 – 300 beds	25.9140
	300 – 500 beds	27.1624
	500 – 1000 beds	29.2467
Apprentice Cook	1 <sup>st</sup> Year	13.7292
	2 <sup>nd</sup> Year	18.8598
	3 <sup>rd</sup> Year	21.1548
Apprentice Gardener	1 <sup>st</sup> Year	11.6892
	2 <sup>nd</sup> Year	13.8108
	3 <sup>rd</sup> Year	18.2784
	4 <sup>th</sup> Year	20.5734
Community Care Employee	New Entrant	19.6816
	Grade 1	20.9646
	Grade 2	21.8904
	Grade 3	23.2948
Community Services Coordinator	Grade 1	24.8663
	Grade 2	27.7865
Live In Housekeeper	Grade 1 amount per day	206.7772
	Grade 2 amount per day	232.8472
	Grade 3 amount per day	268.6587
Clerical and Administrative Employee Junior	16 years and under	19.4421
	17 years and under	19.4421
	18 years and under	19.4421
	19 years and under	19.4421

Classification	Year	Rate
	20 years and under	19.4421
Clerical and Administrative Employee Adult	Grade 1	22.3585
	Grade 2	23.5957
	Grade 3	24.8997
	Grade 4	25.5908
	Grade 5	26.7166

Notwithstanding the rates in the table above, as a consequence of the 2018 Minimum Wage Decision handed down by the Fair Work Commission in June/July 2018, should any classification during "test time" from 1 July 2018 onward, fall beneath the relevant award classification rate, the Employer will make the necessary adjustments accordingly and within the First Full Pay Period falling on or immediately after 1<sup>st</sup> July 2018.

2. Following approval of the Agreement, the Employer will pay backpay to any employee covered by the Agreement, who was paid less than the rates of pay set out in undertaking 1 above, at any time in the period from the First Full Pay Period falling on or after 18 January 2018 to the first full pay period falling on or after the Agreement becomes operative.
3. Notwithstanding Clause 12.3(b) of the Agreement, the rates in column 2 of Schedule B of the Agreement will be paid from the First Full Pay Period falling on or immediately after the Agreement becomes operative, given that the operative date will be after 1 July 2018. The wages for nursing classifications as set out in column 2 of Schedule B, are inclusive of a 1.92% buyout of one week's annual leave.
4. Column 2 of Schedule B of the Agreement is amended by increasing the rates for Clerical and Administrative Employee – Junior as follows:

Classification	Year	Rate
Clerical and Administrative Employee Junior	16 years and under	20.1647
	17 years and under	20.1647
	18 years and under	20.1647
	19 years and under	20.1647
	20 years and under	20.1647

5. Clause 12.3(i)(c) of the Agreement is amended by replacing the date "1 July 2018" with the date "1 July 2019", to ensure consistency with Schedule B and reflect the common intention for there to be a further pay increase on 1 July 2019.
6. Schedule B of the Agreement is amended by:
  - i. increasing the rates in column 3 by 2%, other than for an Assistant in Nursing 1st year whose rates in column 3 have already been increased by 2%; and
  - ii. increasing the rates for Clerical and Administrative Employees – Junior so that the rates from the First Full Pay Period falling on or immediately after 1 July 2019 are as follows:

Classification	Year	Rate
Assistant in Nursing	1 <sup>st</sup> Year	21.7266
	2 <sup>nd</sup> Year	22.3528
	3 <sup>rd</sup> Year	22.9789
	Thereafter	23.6287
Experienced (the holder of a relevant Certificate III)	1 <sup>st</sup> Year	22.5300
	2 <sup>nd</sup> Year	22.9789

Classification	Year	Rate
qualification)	Thereafter	23.6287
Team Leader		25.1055
Trainee Enrolled Nurse – Under 18 years	1 <sup>st</sup> Year	20.6634
	2 <sup>nd</sup> Year	21.0887
	Thereafter	21.5140
Trainee Enrolled Nurse – Over 18 years	1 <sup>st</sup> Year	21.4313
	2 <sup>nd</sup> Year	22.1165
	3 <sup>rd</sup> Year	22.8372
	Thereafter	23.5342
Enrolled Nurse (without medication qualification)	1 <sup>st</sup> Year	26.3461
	2 <sup>nd</sup> Year	26.9014
	3 <sup>rd</sup> Year	27.3857
	4 <sup>th</sup> Year	27.9292
	Thereafter	28.4844
Enrolled Nurse (with medication qualification previously known as known as Endorsed Enrolled Nurse)	Level (a)	28.3427
	Level (b)	28.9452
	1 <sup>st</sup> Year	29.7014
	2 <sup>nd</sup> Year	30.4220
	Thereafter	31.1310
Registered Nurse	1 <sup>st</sup> Year	38.1368
	2 <sup>nd</sup> Year	40.6179
	3 <sup>rd</sup> year	40.6652
	4 <sup>th</sup> Year	40.6887
	5 <sup>th</sup> Year	41.2086
Nursing Unit Manager Level I	1 <sup>st</sup> Year	45.3318
	2 <sup>nd</sup> Year	46.5605
Nursing Unit Manager Level II		47.6592
Nursing Unit Manager Level III		48.8761
Nurse undergoing pre- registration assessment		26.2516
Clinical Nurse Specialist		42.6618
Clinical Nurse Consultant		50.0575
Clinical Nurse Educator		42.6618
Nurse Educator	1 <sup>st</sup> Year	45.3318
	2 <sup>nd</sup> Year	46.5605
	3 <sup>rd</sup> year	47.6692
	4 <sup>th</sup> Year	50.0575
Senior Nurse Educator	1 <sup>st</sup> Year	51.2153
	2 <sup>nd</sup> Year	52.2314
	3 <sup>rd</sup> year	53.9209
Nurse Practitioner	1 <sup>st</sup> Year	56.8863
	2 <sup>nd</sup> Year	58.1623

Classification	Year	Rate
	3 <sup>rd</sup> year	59.8753
	Thereafter	61.4821
Assistant Director of Nursing	<150 beds	46.5605
	150 – 250 beds	50.0575
	>250 beds	51.2153
Deputy Director of Nursing	<20 beds	47.4702
	20 – 75 beds	48.6399
	75 – 100 beds	49.7268
	100 – 150 beds	50.7664
	150 – 200 beds	52.2314
	200 – 250 beds	53.9209
	250 – 350 beds	55.8821
	350 – 450 beds	57.7960
	450 – 750 beds	59.8871
	>750 beds	62.1436
Director of Nursing	<25 beds	52.8693
	25 – 50 beds	55.8821
	50 – 75 beds	57.0399
	75 – 100 beds	58.1858
	100 – 150 beds	59.8044
	150 – 200 beds	61.7538
	200 – 250 beds	63.6796
	250 – 350 beds	66.0188
	350 – 450 beds	69.8821
	450 – 750 beds	73.8399
	>750 beds	78.3766
Care Service Employee	New Entrant Junior	20.5680
	New Entrant Adult	20.5680
	Grade 1	22.0457
	Grade 2	23.3570
	Grade 3	24.7748
	Grade 4 (Level 1)	25.4246
	Grade 4 (Level 2) 1 <sup>st</sup> Year	27.0786
	2 <sup>nd</sup> Year	27.7638
	3 <sup>rd</sup> Year	28.4609
	Grade 5 from	28.8271
	Grade 5 to	42.0710
Maintenance Supervisor	Otherwise	25.0110
	In charge of staff	26.2043
	Tradesperson	27.3739
Training Catering Officer	1 <sup>st</sup> Year	22.8962
	2 <sup>nd</sup> Year	23.2980
	3 <sup>rd</sup> Year	23.7469
Assistant Catering Officer	80 – 120 beds	23.9478
	120 – 300 beds	25.4246
	300 – 500 beds	26.9841
	500 – 1000 beds	27.4648

Classification	Year	Rate
Catering Officer	80 – 120 beds	26.3106
	120 – 200 beds	26.9841
	200 – 300 beds	27.4684
	300 – 500 beds	28.7917
	500 – 1000 beds	31.0010
Apprentice Cook	1 <sup>st</sup> Year	14.5527
	2 <sup>nd</sup> Year	19.9911
	3 <sup>rd</sup> Year	22.4237
Apprentice Gardener	1 <sup>st</sup> Year	12.3904
	2 <sup>nd</sup> Year	14.6392
	3 <sup>rd</sup> Year	19.3748
	4 <sup>th</sup> Year	21.8075
Community Care Employee	New Entrant	20.8215
	Grade 1	22.2221
	Grade 2	23.2035
	Grade 3	24.6921
Community Services Coordinator	Grade 1	26.3579
	Grade 2	29.4533
Live In Housekeeper	Grade 1 amount per day	219.1805
	Grade 2 amount per day	246.8143
	Grade 3 amount per day	284.7739
Clerical and Administrative Employee Junior	16 years and under	20.5680
	17 years and under	20.5680
	18 years and under	20.5680
	19 years and under	20.5680
	20 years and under	20.5680
Clerical and Administrative Employee Adult	Grade 1	23.6997
	Grade 2	25.0110
	Grade 3	26.3933
	Grade 4	27.1258
	Grade 5	28.3191

7. Casual employees and overtime - for clarity, a casual employee shall be entitled to overtime on a daily basis, where they work more than a full time equivalent rostered shift, so long as that shift is 8 hours or greater. Where no full time staff are rostered for that shift, overtime shall apply to any hours worked in excess of 10.
8. Notwithstanding Undertaking 7 above, the ordinary rostered shift for casual employees shall be up to 8 hours in duration in the following classifications:
  - a) Assistant in Nursing
    - i. 1st Year
    - ii. 2nd Year
    - iii. 3rd Year
  - b) Assistant in Nursing (Experienced)

- i. 1st Year
  - ii. 2nd Year
  - iii. Thereafter Years
- c) Care Service Employee
  - i. Junior
  - ii. New Entrant
  - iii. Grade 1
  - iv. Grade 2

All hours worked in addition to 8 per shift for the foregoing casual classifications, shall be considered overtime.

9. Abandonment of Employment – notwithstanding Clause 36 of the Agreement, if an employee's employment is terminated at the Employer's initiative, the Employer shall provide Notice of Termination (or payment in lieu thereof) in accordance with the National Employment Standards (NES).

10. Clause 19.2 of the Agreement is amended by replacing the time "7.00pm" with the time "6.00pm".

These undertakings are provided on the basis of queries raised by the Commission in the application before the Commission.

  
Edgar Jackson  
Managing Director  
Northern Coalfields Community Care Association Limited



Northern Coalfields Community Care  
Association Limited and Controlled Entities  
Enterprise Agreement 2017

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

# Northern Coalfields Community Care Association Limited and Controlled Entities Enterprise Agreement 2017

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## **PART 1 – APPLICATION AND OPERATION**

### **1. Introduction**

This Agreement is an Enterprise Agreement made and approved in accordance with the requirements of the Fair Work Act 2009.

### **2. Title**

This Agreement shall be known as the Northern Coalfields Community Care Association and Controlled Entities Enterprise Agreement 2017 and shall cover terms and conditions for employees of the Northern Coalfields Community Care Association and its controlled entities.

### **3. Coverage**

This Agreement shall cover the following parties:

- a) The Employer, being Northern Coalfields Community Care Association Limited and its controlled entities as listed beneath:
  - 1. Northern Coalfields Community Care Association Limited, located at 2 Mount View Road, Cessnock NSW 2325 [ABN 78 434 105 112]
  - 2. Northern Coalfields Community Care Association (Abernethy Nursing Home) Limited, located at 2 Mount View Road Cessnock NSW 2325 [ABN 70 091 364 840]
  - 3. Northern Coalfields Community Care Association (Jacaranda Grove Hostel) Limited located at 2 Mount View Road Cessnock NSW 2325 [ABN 43 091 364 724]
  - 4. Northern Coalfields Community Care Association (Mountain View Lodge Hostel) Limited located at 28 Jurd Street Cessnock NSW 2325 [ABN 49 091 364 751]
  - 5. Northern Coalfields Community Care Association (NeighbourCare) Limited located at 209 Cessnock Road Abermain NSW 2326 [ABN 54 658 916 454].
  - 6. Northern Coalfields Community Care Association Limited trading as Cessnock Home Care And Support Services, located at 2 Mount View Road, Cessnock NSW 2325 [ABN 78 434 105 112].
  - 7. To the extent permitted by law, any future controlled entities of Northern Coalfields Community Care Association that may be transmitted or acquired during the term of this Agreement.

Hereafter referred to collectively as Northern Coalfields Community Care Association or NCCCA or the Employer.

- b) The New South Wales Nurses and Midwives' Association (NSWNMA) and, Australian Nursing and Midwifery Federation New South Wales Branch (hereafter jointly referred to as "the Association") (ABN 63 398 164 405) located at 50 O'Dea Avenue Waterloo New South Wales 2017.
- c) The Health Services Union New South Wales Branch (HSU) (ABN 93 728 534 595) located at Level 2, 109 Pitt Street Sydney NSW 2000.
- d) All employees of the Employer who are employed as per the classifications contained within Schedule A, B and C to this Agreement.

#### 4. Commencement

The Agreement will commence subject to approval by the Fair Work Commission and in accordance with the Fair Work Act 2009.

#### 5. Expiry

This Agreement shall expire on 30 June 2020 and shall remain in force thereafter in accordance with the Fair Work Act unless replaced or repealed as per the said Act.

The Employee's common law contract of employment shall not be extinguished upon expiry of this Agreement's nominal term.

The parties agree to commence negotiations of a new Agreement no less than 6 months prior to the expiration of this Agreement.

#### 6. Definitions

Where a term of this Agreement has a corresponding definition in the Act or the Regulations, the definition in the Act or the Regulations shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act or the Regulations.

For the purposes of this Agreement:

**Act** means the Fair Work Act 2009 (as amended).

**Base Rate of Pay** means the hourly rate, relevant to the employee's classification as expressed in Schedule B of Table 1 of this agreement that does not include incentive-based payments and bonuses, overtime, loadings, monetary allowances, shift and weekend penalty rates or any other similar separately identifiable entitlements.

**Board** means the Nursing and Midwifery Board of Australia and shall be taken to be a reference to the Australian Health Practitioners Regulation Authority (AHPRA) as appropriate and applicable.

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

**De facto** means

- a) a person who, although not legally married to the employee lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
- b) Includes a former de facto partner of the employee.

**Employees** mean those persons employed by NCCCA, who occupy the classifications set out in Schedule A, B and C to this Agreement. To be clear this excludes persons who work as contractors and subcontractors, are engaged in non employment arrangements and volunteers.

**Employer** means Northern Coalfields Community Care Association Limited and controlled entities as listed beneath:

1. Northern Coalfields Community Care Association Limited, located at 2 Mount view Road, Cessnock NSW 2325 [ABN 78 434 105 112]

2. Northern Coalfields Community Care Association (Abernethy Nursing Home) Limited, located at 2 Mount View Road Cessnock NSW 2325 [ABN 70 091 364 840]
3. Northern Coalfields Community Care Association (Jacaranda Grove Hostel) Limited located at 2 Mount View Road Cessnock NSW 2325 [ABN 43 091 364 724]
4. Northern Coalfields Community Care Association (Mountain View Lodge Hostel) Limited located at 28 Jurd Street Cessnock NSW 2325 [ABN 49 091 364 751]
5. Northern Coalfields Community Care Association (NeighbourCare) Limited located at 209 Cessnock Road Abermain NSW 2326 [ABN 54 658 916 454].
6. Northern Coalfields Community Care Association Limited trading as Cessnock Home Care And Support Services, located at 2 Mount View Road, Cessnock NSW 2325 [ABN 78 434 105 112].
7. To the extent permitted by law, any future controlled entities of Northern Coalfields Community Care Association that may be transmitted or acquired during the term of this Agreement.

Hereafter referred to collectively as Northern Coalfields Community Care Association or NCCCA or the Employer.

**FWC** means Fair Work Commission or any successor/s.

**Immediate family** means:

- c) a spouse, de factor partner, child, parent, grandparent, grandchild or sibling of the employee; or
- d) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

**Medical certificate** generally means a certificate signed by a Medical Doctor, however it may also include a certificate from a registered health practitioner or Statutory Declaration, in accordance with the NES.

**National Employment Standards (NES)** means the provisions referred to at Chapter 2, Part 2-2 of the Fair Work Act 2009.

**Ordinary hours** are the number of contracted hours an employee is required to work in accordance with their contract of employment plus hours that may be worked regularly over a week or fortnight at the requirement of the employer, excluding overtime hours and hours spent during industrial action.

**Ordinary pay** of an employee includes in addition to the base rate of pay any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties overtime, leave loading or other allowances not expressly included.

**Spouse** includes a former spouse.

**Union/s** means the HSU New South Wales Branch; the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation New South Wales Branch.

## 7. Complete Agreement and Relationship with the National Employment Standards

This Agreement forms the complete Agreement governing all Employees' terms and conditions of employment. With the exception of individual arrangements reached by mutual agreement through the use of Clause 36, Agreement Flexibility, Work Health and Safety and Workers

Compensation, this Agreement shall, to the extent allowed by law, replace the operations of any other laws, awards and industrial instruments. For the purpose of clarity, awards and agreements include but are not be limited to notional agreements preserving state awards (NAPSA), modern awards, other federal awards, workplace agreements, collective agreements and enterprise agreements.

Unless allowed by law, at no time shall any of the provisions of this Agreement be any less than those provided by the NES or relevant governing workplace relations legislation. Should the NES be more generous than a term provided for by this Agreement, where required by law the relevant section of the NES shall prevail to the extent that it is more beneficial.

## **8. No Extra Claims**

- 8.1. The parties bound by this Agreement acknowledge that they will not pursue any extra claims during the term of this Agreement.
- 8.2. The parties acknowledge there shall be no industrial action on any matter pertaining to this Agreement during its nominal term
- 8.3. Where any disagreement arises, the parties shall follow the Grievance and Dispute Resolution Procedure contained in this Agreement.

## **9. Availability of Agreement**

A copy of this Agreement and the NES shall be displayed in the workplace.

## **PART 2 - ENGAGEMENT**

### **10. Employee Engagement – Full Time, Part Time and Casual**

#### **10.1. Probationary Period of Employment**

Employees will be required to serve a probationary period of employment for the first six months of engagement.

During the probationary period both the employer and the employee shall have the opportunity to assess their suitability to each other regarding work performance and conduct, organisational culture, expectations and mutual satisfaction.

Either party may terminate the employment relationship during the probationary period by providing notice in accordance with the requirements of the Act (see s.117), or payment or forfeiture of equal value in lieu of such notice.

#### **10.2. Full-Time Employees**

A full-time day worker is an employee who works no more than 152 ordinary hours over a four week period, with their work commencing between 6am and 10am, Monday to Friday only.

A full time shift worker/set shift worker is an employee engaged as such and whose ordinary hours of work average 38 hours per week. The employee's ordinary hours of work will not exceed an average of 38 hours per week over a 4 week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 152 ordinary hours in any four week period.

#### **10.3. Permanent Part-Time Employees**

i)

- a) A part time employee is one engaged to work less hours than a full time employee on a permanent basis and may also be deemed a Day Worker or Shift Worker/Set Shift Worker. A part time employee is entitled to the same terms and conditions as a full time employee, on a pro rata basis in accordance with their average hours worked per week.
- b) 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.

Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours ('contracted hours') to be worked and the rostering arrangements which will apply to those hours.

#### ii) Annual Review of Part Time Hours

- a) At the request of a part-time employee, the hours he or she works will be reviewed annually, that is, upon the employee's anniversary, or such time after the anniversary date that is mutually agreed between the parties.
- b) Where an employee who requests a review is regularly working more than their specified contracted hours, the contracted hours shall be adjusted by the employer to reflect the hours regularly worked, having regard to the provisions of (c) and (d) immediately below.
- c) The hours worked in the following circumstances will not be incorporated into any adjustment:
  - i) if the increase in hours is as a result of an employee being absent on any leave and is expected to return. Examples include but are not limited to periods of annual leave, long service leave, parental leave, workers' compensation.
  - ii) if the increase in hours is due to a temporary increase only due to resident needs.
- d) The agreement of the employer shall be given so long as reasonably practicable and operationally sound, which may include consideration of resident care fluctuations.
- e) Any adjustment of contracted hours resulting from the review identified in this Clause should, however be such as to reflect roster cycles and shift configurations utilised in the workplace.

### 10.4. Casual Employees

- i) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a permanent part-time employee. Casual employees are entitled to the same benefits where expressed within this Agreement as full time and part time employees, except accrual of leave entitlements such as annual leave and paid personal leave. Unpaid leave entitlements shall be provided to casual employees in accordance with the NES or this Agreement if a more generous arrangement applies. All casual employees shall accrue Long Service Leave in accordance with the Long Service Leave Act (NSW) 1955
- ii) Casual Conversion
  - a) Where a casual employee has been rostered on a regular and systematic basis for a period in excess of 6 months, the employee has the right to request conversion to permanent employment:

- i) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
- ii) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement may be on the basis of the same number of hours as previously worked, however the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be offered by the employer and accepted by the employee.
- b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- c) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

## **11. Recognition of Service and Experience for Nursing Staff**

A registered nurse or enrolled nurse who has trained outside Australia shall be required to provide proof of registration prior to commencement of employment. Where certification or qualifications are a pre-requisite to employment for all other classifications, such employees will also be required to provide proof of certification or qualifications prior to commencement of employment.

- a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration and will be used to determine the employee's correct incremental placement within their classification.
- b) Until such time as the employee furnishes any such documentation contemplated in subclause (a), the employer shall pay the employee at the level for which proof has been provided.
- c) If within three months of commencing employment an employee does provide documentary evidence as per subclause (b) of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the employer.
- e) For the purpose of yearly incremental progression based on service and experience an employee must complete 1786 hours of work. In any case an employee shall not progress to the next increment prior to the completion of an anniversary year.
- f) An employee who is working in the same classification for more than one organisation shall notify the employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.

- g) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.

## **12. Pay and Payment**

An employee's ordinary pay includes in addition to the base rate of pay any applicable over-agreement payments for ordinary hours of work. It does not include, shift or weekend penalties, loadings, overtime or other allowances not expressly provided for.

### **12.1. Full-Time and Permanent Part-Time Employees**

The base rates of pay in the appropriate employment classification for full-time employees and for permanent part-time employees shall be the hourly rates of pay set out in Table 1 of Schedule B to this Agreement.

### **12.2. Casual Employees**

- i) For all ordinary hours completed Monday through to Friday, a casual employee shall be paid the Base Rate of Pay in accordance with the appropriate classification contained within Schedule B, Table 1, plus a casual loading of 25 percent, plus the relevant afternoon or night shift penalty. Such penalty shall be calculated on the Base Rate of Pay.
- ii) For all ordinary hours completed on a weekend a casual employee shall be paid as follows:
- Saturday – Base Rate of Pay plus 50 percent per hour
  - Sunday – Base Rate of Pay plus 75 percent per hour

Subject to Subclauses 19.4 and 19.5, work on Saturday and Sunday do not attract the casual loading. Such payment are taken to be inclusive of and not in addition to the casual loading referred to in 12.2(i) above.

- iii) For all time worked on a Public Holiday a casual employee shall be paid in accordance with Clause 20.7
- iv) Where overtime hours are worked a casual employee shall be paid in accordance with Clause 18.

### **12.3. Minimum Wages, Increases of Pay and Other Entitlements**

- i)
- a) For all employees employed on the date that this Agreement commences operation, the Employer Agrees to pay the rates of pay reflected in Column 1 of Table 1, Schedule B, effective from the first full pay period falling on or after this Agreement becomes operative. The wages for nursing classifications as set out in Column 1 of Table 1 Schedule B, are inclusive of a 1.92% buyout of one week's annual leave.
- b) The wages contained within Column 2 of Table 1 of Schedule B will become effective as from the first full pay period falling on or immediately after 1 July 2018.
- c) The wages contained within Column 3 of Table 1 of Schedule B will become effective as from the first full pay period falling on or immediately after 1 July 2018,

- ii) Allowances and Entitlements contained within Table 2 Schedule B of this Agreement will become effective as from the dates referred to within each year's respective Column.

#### 12.4. Other Entitlements

In addition to being paid their ordinary pay:

- a) **Full-Time Employees:** Full-time employees shall have the benefit of all of the other entitlements set out in this Agreement.
- b) **Permanent Part-Time Employees:** Permanent part-time employees shall have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- c) **Casual Employees:**
  - i) For weekend and public holiday work, casual employees shall receive the penalty rates prescribed in Clause 19 - Shift and Weekend Work and Clause 20 - Public Holidays.
  - ii) Unless expressly excluded under this Agreement, casual employees shall have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
  - iii) A casual employee's entitlement to long service leave shall be governed by the provisions of the *Long Service Leave Act 1955 (NSW)*.
  - iv) Clauses that shall not apply to casual employees include: Clause 15 - Rosters; Clause 22 - Annual Leave; Clause 24.1, Clause 24.2, Clause 24.4, Clause 24.7 – Personal/Carer's Leave; Clause 25- Compassionate Leave; Clause 29 - Repatriation Leave.

#### 12.5. Payment of Wages

- a) Wages shall be paid fortnightly.
- b) Employees shall have their wages paid into one account with a bank or other financial institution in Australia as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- c) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- d) Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

#### 12.6. Particulars of Wages

On payday each employee shall be provided with a pay slip which complies with the relevant provisions of the Act, including the following particulars:

- a) the name of the employer;
- b) the name of the employee;
- c) the date on which the payment was made;
- d) the period to which that pay slip relates;
- e) if the employee is paid at an hourly rate of pay:
  - i) the ordinary hourly rate;
  - ii) the number of hours in that period the employee was employed at that rate; and
  - iii) the amount of the payment made at that rate;
- f) if the employee is paid at an annual rate of pay - that rate as at the latest date to which the payment relates;
- g) the gross amount of the payment;
- h) the net amount of the payment
- i) any amount paid that is an incentive-based payment, bonus, loading, monetary allowance, penalty rate or other separately identifiable entitlement
- j) the details of each amount deducted from the gross amount including the name, or the name and number, of the fund or account into which the deduction was paid;
- k) if the employer is required to make superannuation contributions:
  - i) the amount of each contribution; and
  - ii) the name of any fund into which the contribution was made.

### **13. Hours**

#### **13.1. Arrangement of Hours**

- i) The ordinary hours for each full time and part time employee shall be arranged on a fortnightly basis, into shifts to suit the business operational needs of the employer. This includes taking into consideration business fluctuations and care needs. Ordinary hours may be averaged in accordance with the provisions of Clause 10, Employee Engagement, in particular subclauses 10.2 and 10.3.
- ii) Each shift shall consist of no more than 10 hours.
- iii) An employee shall not work more than seven consecutive shifts unless mutually agreed.
- iv) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work
- v) Part time and casual employees shall receive a minimum payment of two hours for each start, except for Community Service classifications who will receive a minimum payment of one hour for each start.
- vi) For the purpose of accruing an Allocated Day Off (ADO), full time employees only may have their ordinary hours arranged as per (a) and (b) beneath:

- a) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
  - b) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle.
- vii) Alternately, where no ADO is accrued, a full time employee may have their ordinary hours arranged in one of the following ways:
  - a) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than 10 days in the fortnight; or
  - b) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than 5 days in the week; or
  - c) as otherwise agreed in writing between the employer and the employee.
- viii) The ordinary hours of work for a permanent part-time employee will be a specified number of hours, which are less than those prescribed for a full-time employee. Subject to Clause 18, Overtime, a part time employee may be able to work, by mutual agreement, hours in excess of those ordinary hours rostered, and paid for those additional hours at the ordinary rate. The specified number of hours may be balanced over the four week roster cycle, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this subclause.
- ix) Each employee shall be entitled to no less than eight full days free from duty in each 28-day cycle or four full days in each fortnight free from duty or two full days in each week free from duty (hereafter deemed rostered days off or RDOs). Where the employer requires an employee to perform work on an RDO (as opposed to additional hours mutually agreed between the employer and employee) the Employee may elect to be paid overtime rates or take time off in lieu on a time for time basis at a mutually agreed time and within 3 months of it accruing. Every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.

Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, , it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.

- x) Notwithstanding sub clause (v) above, a Live-in Housekeeper shall after each five (5) consecutive days on duty, be entitled to two (2) consecutive days off provided that:
  - i) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
  - ii) Where it is mutually agreed between the employer and the employee that under such circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.
  - iii) Provided that the Live-in Housekeeper shall continue to receive the normal weekly wage during such days off.
- xi) All employees will receive an eight hour break between shifts.
- xii) Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
- xiii) The employer must not request or require an employee to work more than the following number of hours in a week unless the additional hours are reasonable:

- a) for a full time employee—38 hours; or
- b) for an employee who is not a full time employee—the lesser of:
  - i) 38 hours; and
  - ii) the employee's ordinary hours of work in a week.

Refer to subsection 62 (3) of the Act to determine whether additional hours are reasonable.

- xiv) The employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents health status.

#### 13.2. Allocated Days Off (ADOs)

- i) Employees who, prior to 16 March 2011 were rostered so that they accrued an ADO per 28 calendar day cycle, may continue to be rostered in such a manner if they so choose.
- ii) No time towards an ADO shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave or annual leave.
- iii) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers' leave. Where an allocated day off duty falls during a period of personal/carers leave, the employee's available sick leave shall not be debited for that day.
- iv) Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with clause 20 - Public Holidays.
- v) An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.
- vi) All ADOs accumulated prior to this Agreement, must be utilised within the first two months of this Agreement becoming operative or the cash value shall be added to the employee's next pay.
- vii) ADOs accrued subsequent to this Agreement becoming operative must be used within 2 months of their accrual or the cash value will be added to the employee's next pay.
- viii) On a case by case basis alternate arrangements may be entered into between the employer and the employee for the accruing, taking and cashing-out of ADOs.

#### 14. Broken Shifts

- i) Where the Employer and Employee mutually agree, and such arrangement is suitable for the operational requirements of the workplace, the Employer may provide and roster broken shifts. Such mutual agreement may be withdrawn at any time by the employee or employer with two weeks notice. For each broken shift worked, the Employee shall be paid a broken shift allowance in accordance with item 1 of Schedule B, Table 2.
- ii) A broken shift shall consist of no more than two short shifts within a rostered 12 hour span. Minimum starts to each shift shall be 4 hours for full time staff and 2 hours for part time and casual staff. Except for employees working in community service classifications who will receive a minimum 1 hour start per shift.
- iii) A ten (10) hour break will immediately follow each broken shift rostered. Where no ten hour break is provided, payment at overtime rates will apply until a 10 hour break has been taken by the employee.

## **15. Rosters**

### **15.1.**

- a) The ordinary hours of work for full-time or part-time employees shall be displayed on a roster in a place conveniently accessible to employees. Ordinary hours shall be allocated into shifts as set by the employer. Such roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- b) Notwithstanding sub-clause (a), a roster may be changed at any time by mutual agreement, or so as to enable the service of the employer to be carried on where another employee's absence is unplanned, or unforeseen circumstances arise, or in an emergency. The employer shall undertake in such circumstances to provide the employee with as much notice as possible and communicate the changed roster.
- c) Subject to Clause 13.1(vii), subclause 15.1(b) above, shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, or eight days off in each 28 day cycle as the case may be.
- d) Notwithstanding (a) above, in the case of Community Care Employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, mail or facsimile will be accepted.
- e) Sub-clause (a) shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.

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

15.3. The application of this Clause by the employer or employee will not give rise to Clause 38 Consultation Regarding Major Workplace Change, becoming effective.

Notwithstanding this, any major change would be subject to Clause 36.

## **16. Consumer Cancellation in Services Other Than Residential Aged Care**

### **16.1.**

- a) Where a home care consumer cancels for reasons other than those outlined in sub-clause (b), permanent employees shall be entitled to receive payment for their minimum specified hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients or in another position that the employee is skilled and capable to perform in.
- b) Where the employer is unable to meet the minimum specified hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances and thereby cannot gainfully employ the Employee for that shift/s or pay period, the following procedures shall be followed in the sequence provided:
  - i) work shall be re-allocated from casual employees to the permanent employee; or
  - ii) hours shall be reallocated from another employee who is working hours additional to their minimum specified hours; or

- iii) where the employee agrees, the employee may have access to annual or long service leave; or
- iv) the employee may be stood down by the employer in accordance with s.524 of the Act.

16.2. Where an employee is entitled to an allocated day off duty in accordance with clause 13 – Hours that allocated day off duty is to be shown on the roster of hours for that employee.

16.3. Each sleepover shall appear on the roster.

16.4. The application of this Clause by the employer or employee will not give rise to Clause 36 Consultation Regarding Major Workplace Change, becoming effective.

Notwithstanding this, any major change would be subject to Clause 36.

## **17. Meal Breaks & Tea Breaks**

### **17.1. Tea Breaks**

Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed to each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break. Such tea break(s) shall count as working time.

### **17.2. Meal Breaks**

- a) Employees shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- b) However, employees engaged in community care duties may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with the consumer during such break.
- c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in housekeeper, the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.

17.3. Notwithstanding the provisions of sub-clause 17.2, an employee required to work shifts in excess of 10 hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and employee.

17.4. An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid, as the case may be:

- a) the amount for breakfast set out in Item 2 of Table 2 of Schedule B to this Agreement;
- b) the amount for lunch set out in Item 3 of Table 2 of Schedule B to this Agreement
- c) the amount for the evening meal set out in Item 4 of Table 2 of Schedule B to this Agreement.

## **18. Overtime**

- i) All employees are entitled to payment of overtime where the employer requires reasonable overtime to be worked.
- ii) An employee may not be required to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regards to the section 62 of the Act.
- iii) Overtime will be paid at the following rates for full time and part time employees:
  - a) Time and one half the Base Rate of Pay for the first two (2) hours and
  - b) Double the Base Rate of Pay thereafter;

provided however, that all overtime worked on Sunday shall be paid at double the Base Rate of Pay and all overtime worked on Public Holidays shall be paid for at double time and one-half the Base Rate of Pay. The Base Rate of Pay is not inclusive of shift penalty rates, allowances or loadings. Shift penalty rates, allowances and loadings shall not be included in the calculation of Overtime.
- c) A casual employee who works hours that attract overtime will therefore receive payment for those hours in accordance with (iii) above only.
- iv) Overtime will apply in the following circumstances:
  - a) On a daily basis – where a full time employee works in excess of their rostered shift, so long as that shift is not less than 8 hours in duration, or where a part time employee works in excess of the standard shift length of a full time employee so long as such shift length is 8 hours or more.
  - b) On a monthly basis – for full time, part time and entitled casual employees where in excess of 152 hours per 4 week period are worked.
  - c) Except for Broken Shifts, where an employee fails to have an eight hour break between shifts.
  - d) If an employee fails to have at least 4 RDOs per fortnight or 8 RDOs per 28 day cycle.
- v) In lieu of receiving payment for overtime in accordance with this clause, an employee may request compensation for time worked by way of time off in lieu of overtime. Such time off must be calculated at the overtime rate and taken within 3 months of accrual. Where it is not taken within the specified 3 months, the amount shall be paid out in the next pay cycle at the overtime rate, using the Base Rate of Pay that applied at the time overtime was worked. An employee cannot be compelled to take time off in lieu of overtime payment.
- vi) Where time off in lieu has been accrued, upon termination (whether by the employer or employee) the amount needs to be paid out at the overtime rate using the Base Rate of Pay that applied at the time the overtime was worked.
- vii) An employee required to work overtime following the completion of their normal shift for more than two hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime. All such time shall be counted as time worked; provided that benefits of this subclause shall not apply to permanent part time employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
- viii) Rest period after overtime

- a) An employee, other than a casual, 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 10 consecutive hours off duty between those times, will be released after completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for 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 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- c) By agreement between the Employer and Employee, the 10 hour break may be reduced to an 8 hour break. The Employer shall be mindful of WHS considerations and assess whether they allow the reduced break on a case-by-case basis.
- ix) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours shall be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time shall be counted as time worked.

## **19. Shift and Weekend Work**

19.1. Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, for shifts rostered as follows:

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

19.2. Notwithstanding sub-clause 19.1, employees working less than the hours prescribed for a full-time employee within Clause 13 - Hours shall only be entitled to the additional rates where their shifts commence prior to 6:00a.m. or finish subsequent to 7:00 p.m.

19.3. For ordinary hours completed on a Saturday or Sunday, in addition to the Base Rate, employees shall receive the following penalty rates per hour:

- a) for work between midnight on Friday and midnight on Saturday – 50%
- b) for work between midnight on Saturday and midnight on Sunday – 75%

These extra rates shall be in substitution for and not cumulative upon any casual loading if applicable and the afternoon and night shift penalty rates prescribed in the preceding sub-clauses 19.1(a) to (d).

19.4. Notwithstanding sub-clause 19.3, casual Assistants in Nursing, Trainee Enrolled Nurses and Nurses undergoing pre-registration assessment, who carry out work on a weekend, shall be entitled to payment of their Base Rate, plus the appropriate weekend penalty rate, plus the casual loading for such hours worked. Both the casual loading and weekend penalty rate/s are to be separately calculated against the Base Rate in the first instance, then added to the Base Rate.

19.5. Notwithstanding sub clause 19.3, full time, part time and casual Community Care Employees and Community Services Coordinators, who carry out work on a Sunday (ie, between midnight Saturday and midnight Sunday) shall be entitled to payment of their Base Rate, plus a Sunday penalty of 100% for such hours worked. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable.

## **20. Public Holidays**

20.1. An employee who ordinarily works on a day upon which a public holiday falls is entitled to a day off on such public holiday without loss of pay, subject to sub-clauses 20.2 and 20.3.

20.2. The employer may request an employee to work on a particular public holiday.

20.3. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in the relevant section of the Act. This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.

20.4. Public holidays are provided for in the NES and are as follows:

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

Where in accordance with the NES a substitute day is declared, then the substitute day becomes the Public Holiday and is paid as such.

20.5. In addition to the public holidays specified in sub-clause 20.4 employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer and advised to employees prior to the 1<sup>st</sup> September of each year:

- 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 declared local public holiday. In areas where only one half-day is declared, 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.

- 20.6. Employees shall also be entitled to any other day duly declared as a public holiday within the area in which the residential aged care facility is situated, beyond those days already observed in accordance with sub-clauses 20.4 and 20.5.
- 20.7. An employee who is required to and does work on any public holiday prescribed in this clause shall be paid the Base Rate of Pay plus a public holiday loading of 150% in lieu of the casual loading and shift and weekend penalties if applicable.
- 20.8. Notwithstanding sub clause 20.7, casual Community Care Employees and casual Community Services Coordinators, who carry out work on a Public Holiday (ie, between midnight of the day preceding the Public Holiday and midnight on the Public Holiday itself) shall be entitled to payment of their Base Rate, plus the public holiday loading of 150%, plus the casual loading for such hours worked. Both the casual loading and public holiday loading are to be separately calculated against the Base Rate in the first instance, then added to the Base Rate.
- 20.9. All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.
- 20.10. Where a public holiday falls on a day that is usually rostered to be worked by a part time employee, and that part time employee is rostered off on that day, that employee shall be paid for time they would usually have worked at the ordinary rate of pay.

## **21. Allowances**

### **21.1. In Charge Allowance**

- a) A registered nurse who is designated to be in charge during the day, evening or night of one of the Employer's controlled entities shall be paid in addition to his or her appropriate salary, whilst so in charge, the relevant per shift allowance set out in Item 7 or Item 8 or Item 9 in Table 2 of Schedule B to this Agreement.
- b) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

### **21.2. Vehicle/Travelling Allowance**

- a) An employee, other than a Home Care Employee, sent for duty by the employer from their regular place of employment to a place other than one of the Employer's "adjacent controlled entities", shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses. For the purposes of this sub clause, "adjacent controlled entities" are other facilities of the employer located within 10 kms of the employee's regular place of employment.
- b) Notwithstanding, where an employee, other than a Home Care Employee, as part of their regular duties and job description, is required to travel between the employer's controlled entities, the allowance in (a) above shall not apply.
- c) Where an employee is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 6 of Table 2 of Schedule B to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties.
- d) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.

- e) No payment shall be made under this sub-clause 21.2(a) and (c) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- f) Where community care employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive consumers.

### 21.3. Uniforms Allowance

- a) Where an employee is not required to wear a uniform, no uniform allowance is payable.
- b) Where an employee is required to wear a uniform, one of the following shall apply:
  - i) Sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

OR

- ii) In lieu of supplying a uniform, the employer shall pay the employee the weekly allowance set out in Item 10 of Table 2 of Schedule B to this Agreement.
- c) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- d) Where the employee is required by the employer to wear special-type shoes, in lieu of supplying special-type shoes, the employer shall pay the employee the weekly allowance set out in Item 11 of Table 2 of Schedule B to this Agreement.
- e) Where the employee is required by the employer to wear a cardigan or jacket, in lieu of supplying a cardigan or jacket the employer shall pay the employee the weekly allowance set out in Item 12 of Table 2 of Schedule B to this Agreement.
- f) Where the employee is required by the employer to wear stockings, , in lieu of supplying stockings, the employer shall pay the employee the weekly allowance set out in Item 13 of Table 2 of Schedule B to this Agreement.
- g) Where the employee is required by the employer to wear socks, in lieu of supplying socks the employer shall pay the employee the weekly allowance set out in Item 14 of Table 2 of Schedule B to this Agreement.
- h) Whilst soever the employee is performing duties for the employer, a laundry allowance as set out in Item 15 of Table 2 of Schedule B to this Agreement shall be paid. This does not include periods of annual leave or absences longer than one week in duration. Where the employer provides a laundry service at the expense of the employer, no laundry allowance shall be paid.

- i) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.
- j) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- k) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- l) For employees engaged in community care services the following shall apply:
  - i) On request, the employer shall supply free of charge two sets of full body aprons or other attire as agreed by the employer and the employee;
  - ii) The attire supplied in (i) above, shall be replaced by the employer on the basis of fair wear and tear;
  - iii) The attire supplied in (i) above, shall remain the property of the employer at all times and any employee applying for a new issue supplied by the employer who fails to return their last issue shall not be entitled to a new issue without payment thereof;
  - iv) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniform and/or employer's property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control;
  - v) Where the client supplies equipment, materials and tools, the employer shall ensure that they are of reasonable quality and comply with safety standards;
  - vi) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

#### 21.4. Sleepover Allowance

- a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in at night in order to be on call for emergencies.
- b) The following conditions shall apply to each night of sleepover:
  - i) The span for a sleepover shall be not less than 8 hours nor more than 10 hours on any one night.
  - ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
  - iii) Employees shall be provided with a separate room with a bed and use of staff facilities or consumer facilities where applicable.
  - iv) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance in accordance with Item 16 in Table 2 of Schedule B of this Agreement.

- v) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- vi) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
  - A. All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
  - B. All time worked by permanent part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or ten hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
  - C. All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
  - D. And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (x) of this sub-clause will apply.
- vii) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
- viii) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses 13.1(v), 13.1(viii) and 13.2.
- ix) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods 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 eight consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- c) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

#### 21.5. On Call Allowance

- a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty or on a rostered day off, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 17 of Table 2 of Schedule B to this Agreement.
- b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 18 of Table 2 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in sub-clause 21.5(a).
- c) Where an employee on call in accordance with sub-clause 21.5(a), leaves the residential aged care facility and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.
- d) This subclause shall not apply to a Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

#### 21.6. Continuing Education Allowance

- a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 19 of Table 2 of Schedule B to this Agreement.
- h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 20 of Table 2 of Schedule B to this Agreement.
- i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by

the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 21 of Table 2 of Schedule B to this Agreement.

- j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 22 of Table 2 of Schedule B to this Agreement.
- k) The allowances set out in sub-clauses 21.6 (g), (h), (i) and (j) are not included in the employee's Base Rate of Pay.
- l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

#### 21.7. Nauseous Linen Allowance

Employees shall be paid an amount per hour extra or part thereof as set out in Item 23 of Table 2 of Part B, for all time engaged in handling linen of a nauseous nature which is not contained in sealed linen bags.

#### 21.8. Higher Duties Allowance

- a) Subject to sub-clauses (b), (c) and (d) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.
- b) The provisions of sub clause (a) of this clause shall not apply where the employee of the higher classification is off duty pursuant to sub-clause 13.1 - Arrangement of Hours, except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of his/her additional day off duty (ADO).
- c) Further, the provisions of sub-clause (a) of this clause shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to sub-clause 13.1 (vii) - Arrangement of Hours.
- d) Subject to sub-clauses (b) and (c) above, the provisions of sub-clause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

### **PART 3 - LEAVE**

#### **22. Annual Leave**

Employees, except casual employees, are entitled to annual leave in accordance with the provisions of the NES and the following provisions:

##### 22.1. Accrual of Annual Leave

- a) All employees are entitled to a period of 4 weeks annual leave per anniversary year based on the actual hours worked. Such leave shall accumulate progressively throughout the year/s and may be used as it accrues.
- b) In addition to the 4 weeks leave referred to in (a) above, an employee who by definition of Clause 22.1 c) is deemed a Shift Worker, shall be entitled to an additional 1 week of annual leave (or pro rata for eligible part time staff). Such additional leave shall be considered part of the Shift Worker's annual leave accrual and shall accumulate progressively throughout the year/s and may be used as it accrues.
- c) For the purposes of the NES a Shift Worker is defined as:
  - (i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
  - (ii) an employee who works for more than 4 ordinary hours on 10 or more weekends.

#### 22.2. Payment of Annual Leave

- a) Annual leave shall be paid at the employee's Base Rate of Pay for the period of leave taken.
- b) Payment for a period of annual leave will be made in the normal fortnightly pay period when the leave is taken unless employees request payment be made for the whole period of leave in advance. Requests for advanced payment of annual leave must be approved by the Employer.
- c) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's *ordinary pay* at that time.
- d) In addition to payment for the period of annual leave taken, Annual leave loading, or penalty rates, whichever is the greater, shall be paid in accordance with Clause 23 of this Agreement.
- e) Any untaken Annual Leave accumulation shall be paid out to the Employee upon the employment relationship ceasing.
- f) Shift allowances and weekend penalties are not payable for public holiday which occur during periods of annual leave.

#### 22.3. Taking of Annual Leave

- a) An employee is entitled to take an amount of annual leave during a particular period if:
  - i) at least that amount of annual leave is credited to the employee; and
  - ii) the Employer has authorised the employee to take the annual leave during that period.
- b) Prior to the taking of leave, the employee shall make written application to the Employer providing at least 6 weeks notice in advance and specifying the commencement date of leave, the desired period of absence and intended return date. Variations to notice requirements may be granted by management in consultation with the Employee.
- c) Annual leave shall be taken in an amount and at a time which is approved by the Employer subject to the operational requirements of the workplace. The Employer shall not unreasonably withhold such approval.

- d) In accordance with the NES, where a public holiday falls on a day that the employee has requested as Annual Leave, the employee shall be paid as though the day is a Public Holiday and not as though it is an Annual Leave day.
- e) There shall be no general right for an employee to be advanced Annual Leave. It is subject to managerial discretion. If agreed in writing, and the employee takes and is paid for such leave and then terminates employment before accruing an entitlement which they have taken, the employer may deduct an amount equal to the difference between the accrued annual leave entitlement and the leave taken in advance from any monies due to the employee on termination.
- f) The employer may establish guidelines for the taking of annual leave on a fair and reasonable allocation basis during peak times such as school holidays, Christmas and Easter.
- g) A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

#### 22.4. Cashing out of Annual Leave

Instead of taking a part or whole period of Annual Leave, an Employee may choose to cash out such period of Annual Leave instead. Annual leave may be cashed out, subject to the NES and the following conditions:

- i) the employee must have already accrued the amount to be cashed out;
- ii) the employee must elect in writing to cash out an amount of annual leave;
- iii) each cashing out must be the subject of a separate signed written agreement stating the amount of leave to be cashed out, the payment to be made to the employee and the date on which the payment is to be made.
- iv) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- v) the employee may not cash out more than two weeks' accrued annual leave in any 12 month period;
- vi) the employer has agreed to the employee cashing out the annual leave;
- vii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave at the time it is cashed out; and
- viii) there is no undue influence or duress by the Employer upon the Employee at any time to cash out a period of annual leave.

#### 22.5. Excessive Annual Leave Accruals

- a) If an employee has eight (8) weeks or more annual leave accrued (and ten (10) weeks in the case of a shiftworker), NCCCA will arrange a meeting with the employee to discuss steps to be taken to reduce or eliminate the excessive accrual.
- b) In the event that the meeting set out in sub clause a) above does not result in an agreed plan to reduce this excessive accrual, NCCCA may give the employee a written direction to take a period or periods of annual leave, provided:
  - i. the employee's remaining accrued entitlement does not fall below six (6) weeks;
  - ii. the employee isn't required to take any period of leave less than one week; and

- iii. the annual leave doesn't commence less than eight (8) weeks and not more than twelve (12) months after the day the direction is given.

If any annual leave is agreed after a direction is issued which would result in the employees remaining accrued entitlement being less than six (6) weeks, the direction will be deemed to be withdrawn.

- c) Where an employee has had an excessive leave accrual for more than six months, and where NCCCA has not given a direction under sub clause b) to take leave, the employee may give written notice to NCCCA that the employee wishes to take a period or periods of annual leave, provided:
  - i. the employee's remaining accrued entitlement does not fall below six (6) weeks;
  - ii. the employee isn't required to take any period of leave less than one week; and
  - iii. the annual leave doesn't commence less than eight (8) weeks and not more than twelve (12) months after the day the direction is given;
  - iv. the notice isn't inconsistent with any leave arrangement agreed between NCCCA and the employee.

The employer must grant the employee paid annual leave in accordance with written notice as outlined in 22.5c),

#### 22.6. Purchased Annual Leave (PAL)

This subclause does not apply to employees who have less than 12 months continuous service with the Employer and/or the following classifications: AIN Experienced 1<sup>st</sup> Year, Care Service Employee New Entrant, Community Care Employee New Entrant.

- a) The employer may offer permanent employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction in their salary over 12 months and within each financial year and is treated as leave without pay.
- b) An employee wishing to purchase additional leave must enter into a written agreement with the employer which shall include:
  - i. an election at the beginning of each financial year (i.e. at 1 July each year);
  - ii. agreement that the employee's salary will be reduced by 1.92% for the period of the agreement; and
  - iii. authority for the employer to withhold an amount of money, from any monies owing to the employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- c) Annual leave entitlements shall be exhausted before the employee's PAL can be accessed.
- d) All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- e) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

#### 22.7. Business Close Down

- a) NCCCA may choose to temporarily close down a part of its business during slow periods of the year, such as Christmas and New Year. Where this occurs, NCCCA will in the first instance make attempts to reallocate employees to other roles which the employee is skilled and competent so long as reasonably practical and operationally sound.

- b) Where the employer is unable to reallocate staff, NCCCA will give employees at least six (6) week's notice of the close down.
- c) Employees with sufficient annual leave to cover the period of the close down will be required to use such leave. An employee with insufficient leave to cover the close down period will be given unpaid leave for the duration of the close down, and this unpaid period will count as service.

## **23. Annual Leave Loading**

- 23.1. When taking a period of annual leave accrued in accordance with clause 22.1a), an employee shall be paid for the ordinary hours which would have been worked during that period at the employee's Base Hourly Rate of Pay plus the greater of
- i) 17.5% loading; or
  - ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- 23.2 The annual leave loading may be paid at the time of taking annual leave, or in the event of there being untaken leave at the conclusion of each anniversary year, the unpaid loading will be paid out in one lump sum at the end of the anniversary year.
- 23.3 Where employment is ceased by either the employer or the employee and annual leave loading is owed such amount shall be paid out to the employee as part of their final monies.

## **24. Personal/Carer's Leave**

- 24.1. Entitlement to paid personal/carer's leave
- a) Full time and part time employees are entitled to paid personal/carer's Leave in accordance with the NES. Casual employees do not have an entitlement to paid personal/carer's Leave.
  - b) For each year of service with his or her employer, a full time or part time employee is entitled to 10 days of paid personal/carer's leave (pro rata equivalent for part time staff).
  - c) The employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 24.2. Taking of Paid Personal/Carer's Leave
- Paid personal/carer's leave may be taken by employees other than casual employees when:
- the employee is ill or injured (personal leave); or
  - the employee is required to provide care or support to a member of the employee's household or a member of the employee's immediate family because of a personal illness or injury or an unexpected emergency (carer's leave).
- 24.3. Notice and evidence requirements for paid and unpaid personal/carer's leave
- a) The Employee shall be required to notify the employer of their absence, whether paid or unpaid personal/carer's leave, as soon as practicable and if possible prior to the commencement of the absence. Notification must include the reason for the leave and the expected duration of the leave. If notification is not given, the employee is not entitled to payment for the leave.

- b) The Employee shall comply with the requirements of the NES. Medical certification must be provided after two (2) consecutive days absent. The Employer however reserves the right to require certification for single day absences where it is reasonable to do so.
- c) At the discretion of the employer, the employee may utilise other forms of paid and unpaid leave available to them.
- d) The employee must give the employer any evidence that the employer reasonably requires of the illness or injury.

#### 24.4. Payment for Paid Personal/Carer's Leave

- a) If an employee takes a period of paid personal/carers leave, the employee will be paid at the employee's base hourly rate of pay for the ordinary hours that the employee would have worked during the period of leave.
- b) All unused personal leave becomes extinguished upon cessation of the employment relationship.

#### 24.5. Personal/Carer's Leave on Public Holidays

- a) If an employee takes a period of paid personal/carers leave and that period includes a day or part-day that is a public holiday, the employee is taken not to be on paid personal/carers leave on that public holiday.

#### 24.6. Unpaid Carer's leave

- a) An employee, including a casual, is entitled to up to 2 days unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires care or support because of a personal illness or injury or unexpected emergency.
- b) An employee is only entitled to unpaid carer's leave if they have exhausted their paid personal/carers leave entitlements. In order to be entitled to unpaid carer's leave, employees must give notice and provide evidence in the same way as for paid personal/carers leave (above).

#### 24.7. An employee who is on annual leave or long service leave and who is required due to circumstances to take paid personal/carers leave is entitled to take that period as paid personal/carers leave and not annual leave or long service leave under the following conditions:

- (i) Notification of the sickness/injury or need to care or support a member of the employee's household or a member of the employee's immediate family was made to NCCCA during the period of leave (not on return to work); and
- (ii) The notification to NCCCA was supported by evidence stating the period that the employee was unable to derive the benefits of annual leave or long service leave.

### 25. Compassionate Leave

- a) Full time and part time employees are entitled to up to 2 days paid compassionate leave (on each permissible occasion) in accordance with the NES when a member of the employee's immediate family member or household contracts a personal illness or sustains an injury that poses a serious threat to his/her life or dies.
- b) Employees must provide proof, satisfactory to NCCCA of such relationship, illness, injury or death.
- c) During a period of compassionate leave, an employee will be paid at the employee's base hourly rate for the ordinary hours of rostered shifts which would have been worked during that period.

- d) In order to take compassionate leave, an employee is required to give notification as soon as possible, and may be required to provide evidence to support the reason for the leave.
- e) An employee who is on annual leave or long service leave and who is required to take compassionate leave is entitled to take that period as compassionate leave and not annual leave or long service leave under the following conditions:
  - (i) Notification of the death or need to support a member of the employee's household or a member of the employee's immediate family was made to NCCCA during the period of leave (not on return to work); and
  - (ii) The notification to NCCCA was supported by evidence stating the period that the employee was unable to derive the benefits of annual leave or long service leave.

## **26. Parental Leave**

Parental Leave is provided for in the NES. This clause provides an additional paid entitlement.

### **26.1 Paid Entitlement**

- a) NCCCA Paid Parental Leave (NPPL) provisions apply to all full time and part time employees with at least 12 month's continuous service with NCCCA. Parental leave (paid or unpaid) under this Agreement must be taken in a single continuous period unless otherwise agreed with NCCCA.
- b) NPPL provisions apply to those employees eligible for the Government Paid Parental Leave Scheme (GPPLS) and Dad and Partner Pay if and while they remain eligible.
- c) The NPPL will apply in conjunction with the GPPLS by way of providing a "top up" payment to the eligible employee for up to 10 weeks of the initial 12 months parental leave period. That is, for up to the first 10 weeks of parental leave, NCCCA will provide payment of the difference between the GPPLS rate and the ordinary rate of pay that would have applied to the eligible employee.
- d) For clarity, NCCCA will cease to "top up" an employee's ordinary rate of pay if they are no longer eligible for the GPPLS or Dad and Partner Pay.
- e) The employee is required to notify the employer that they have applied for the GPPLS in order to access the NPPL. Employer approval must be received prior to any payments commencing.
- f) For the purpose of this clause, "ordinary rate of pay" shall be calculated based on the average number of weekly ordinary hours worked by the employee over a 12 month period. The 12 month period will be taken to mean the 12 months immediately prior to 10 weeks from the commencement date of NPPL.

### **26.2 Primary Carer's Leave**

- a) An eligible full time or part time employee who is the primary carer of a child during the first 12 months of that's child's life, or is adopting a child younger than 16 years of age and is the primary carer of the adopted child, is entitled to paid Primary Carer leave under NPPL in accordance with sub clause b) below.
- b) NCCCA will "top up" GPPLS to the employee's ordinary rate of pay for up to 10 weeks of the initial parental leave period. This applies to primary care givers of a child including an adopted child. The GPPLS is based on the rate of the National Minimum Wage (currently

\$672.70 per week before tax – this rate is reviewed annually) and is paid for a maximum of 18 weeks. NCCCA will provide GPPLS pay to employees directly (in their usual pay cycle) and will “top up” this payment so that for the first 10 weeks of their parental leave they receive their salary based on their ordinary rate of pay. NCCCA will withhold Pay As You Go tax withholdings at the usual rate.

- c) Payment is made in the regular pay period as per arrangements prior to the employee going on Parental Leave.
- d) To avoid doubt, casual employees or any other employees not entitled to NPPL of any kind under this Agreement (even if they are entitled to GPPLS).

#### 26.3 Secondary Carer’s Leave

- a) An eligible full time or part time employee, who is the secondary carer of a newly born child or a newly adopted child, is entitled to paid Secondary Carer Leave under NPPL.
- b) NCCCA will “top up” the Government’s Dad and Partner Pay, to the employee’s ordinary rate of pay for up to 2 weeks of Secondary Carer Leave. The Dad and Partner Pay is based on the rate of the National Minimum Wage (currently \$672.70 per week before tax – this rate is reviewed annually) and is paid for a maximum of 2 weeks. NCCCA will provide Dad and Partner Pay to employees directly (in their usual pay cycle) and will “top up” this payment so that for up to 2 weeks of their parental leave they receive their salary based on their ordinary rate of pay. NCCCA will withhold Pay As You Go tax withholdings at the usual rate.
- c) Payment is made in the regular pay period as per arrangements prior to the employee going on Parental Leave.
- d) To avoid doubt, casual employees or any other employees not entitled to NPPL of any kind under this Agreement (even if they are entitled to GPPLS).

#### 26.4 Special Circumstances

- a) If during the period of NPPL the child dies, NCCCA will continue to “top up” the GPPLS for the balance of the NPPL period while they remain eligible in accordance with clause 26.1b).
- b) If during the period of NPPL the adopted child leaves the care of the primary care giver, NCCCA will cease to “top up” the GPPLS.
- c) If the employee ceases to be eligible for the GPPLS or Dad and Partner Pay, they must inform NCCCA of this immediately. Where this does not occur, repayment of the NPPL in whole or part, including via garnishing the employee’s wages or final monies payout, may result.

#### 26.5 Future replacements of GPPLS and Dad and Partner Pay

- a) The parties acknowledge that if the federal government introduces a new scheme, which replaces GPPLS and Dad and Partner Pay, that sub clauses b) and c) below will apply.
- b) Should the above mentioned new scheme be introduced during the life of the Agreement, the “top up” arrangements referred to elsewhere in this clause will cease and shall be replaced with the new scheme. That’s is, NCCCA will immediately cease making “top up” payments upon the introduction of the new scheme.

- c) Notwithstanding 26.5b), should any new scheme provide less than 100% of an employee's ordinary rate of pay for at least 10 weeks (for Primary Carer Leave) or 2 weeks (for Secondary Carer Leave), NCCCA will continue to pay eligible employees at least the difference between the National Minimum Wage and the employee's ordinary rate of pay for 10 weeks (for Primary Carer Leave) or 2 weeks (for Secondary Carer Leave).

## 26.6 National Employment Standards

All other parental leave entitlements and rules – including rules regarding evidence and notification – are as set out in the National Employment Standards (continued in Division 5 of the Part 2-2 of the FW Act), or any legislation provisions which replace the National Employment Standards.

## 27. Long Service Leave

The following Long Service Leave (LSL) methodology for accrual, payment and access shall apply to all employees from 16 March 2011. All LSL entitlements accrued by a more generous methodology prior to this 16 March 2011 will be honoured by the Employer at the time when the Employee comes to taking or payment for a part or whole of their LSL.

- 28.1. An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent that they provide more beneficial arrangements.

### 28.2. Entitlement

- a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of one month long service leave for the next five years' service after 10 years and therefore accrue on the basis of 1.5 months for each five years' after fifteen years' service. This additional leave may be taken on a pro-rata basis after completing the initial 10 year period of service.
- b) An employee with at least seven years' service and less than ten years service is entitled to proceed on a proportionate period of long service leave on the basis of two months long service leave for ten years service.
- c) Employees who have completed at least five years' service and less than seven years service and whose services are terminated by the employer for any reason other than serious and willful misconduct, or who resign their employment on account of illness, incapacity or domestic or other pressing necessity, are entitled to a pro rata payment for long service leave on the basis of two months leave for ten years' service.

### 28.3. For the purpose of subclause 27.2:

- a) service shall mean continuous service with the employer;
- b) service shall not include any period of Leave Without Pay granted under clause 28 that is less than six months in duration.

Continuous service shall be deemed not to have been broken by the absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war.

### 28.4. Taking Long Service Leave

- a) The employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Long

service leave shall be taken as soon as practicable having regard to the needs of the workplace, or where the employer and the employee agree, such leave may be postponed to an agreed date.

- b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made may, when taken or paid out in accordance with subclause 27.2 and 27.4(a) be paid by mutual consent at the rate applicable at the time of the agreement.

#### 28.5. Long Service Leave on Termination

On the termination of employment of an employee, otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.

- i) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than seven years' service dies, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b) of the Long Service Leave Act 1955 (NSW). This provision provides that:

*"Where a worker dies and any long service leave:*

- a) *to which the worker was entitled has not been taken; or*
  - b) *accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the employer shall upon request by the worker's personal representative pay to the worker's personal representative in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave."*
- ii) No employee shall suffer a reduction in total entitlement to long service leave that they were eligible to receive at 31 September 2010 by reason only of the coming into force of this agreement. Nor will this agreement result in any employee's accrued long service as at the date that this agreement commences being reduced.

### 28. Leave Without Pay

- 28.1. By agreement between the employer and a full time or part time employee, an employee may be granted a period of leave without pay.
- 28.2. The period of leave without pay will not break the continuity of service but will not count for the purpose of:
  - a) accruing annual leave, incremental progression, sick leave and public holidays;
  - b) accruing long service leave except in the case of employees who have completed at least ten years service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
  - c) qualifying period for paid and unpaid parental leave; and
  - d) the calculation of notice and severance pay in accordance with clause 33 - Termination of Employment and clause 37 - Redundancy.

### 29. Repatriation Leave

- 30.1. Employees who are ex-service men or ex-service women may be granted special leave in one or more periods up to a maximum of six and a half working days in any period of twelve months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:
- a) to attend a hospital or clinic or visit a medical officer in that regard;
  - b) to attend a hospital, clinic or medical officer or to report to periodical examination or attention;
  - c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
- 30.2. Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

### **30. Community Service Leave**

Community Service Leave is available to employees in accordance with the NES and the Fair Work Act.

### **31. Emergency and Natural Disaster Leave**

- 32.1. Upon approval by the employer, an employee is entitled to two (2) days paid special leave when the employee is unable to attend work due to a natural disaster or significant emergency affecting their property (eg. bushfire).
- 32.2. If, at the conclusion of the 2 days paid special leave, the employee is still unable to attend work, then the employee may request the taking of accrued entitlements including rostered days off, annual leave or long service leave.
- 32.3. In this clause, being "unable to attend work" includes the employee requiring time to attend to the consequences of the event, such as performing emergency work on their home and the like.
- 32.4. NCCCA may request an employee to provide evidence that any absence for which leave is sought under this clause was caused by the event in (a).
- 32.5. Employees affected by a natural disaster or significant emergency may have an entitlement to take paid personal/carer's leave in accordance with clauses 24.

### **32. Domestic and Family Violence**

#### **32.1 Definitions**

Domestic and Family Violence perpetrators and victims are throughout our community regardless of age, sexual or gender identity, race, culture, ethnicity, disability, religion, economic status, location or relationship type. Domestic and family violence takes many forms and can include:

- physical assault
- sexual assault
- psychological abuse
- emotional abuse
- verbal abuse
- financial abuse
- social abuse
- spiritual and cultural abuse
- domestic homicide
- in any other way controls or dominates the family or household member and causes that person to feel fear for their safety or wellbeing or that of another person; or

- cause's a child to hear or witness, or otherwise be exposed to the effects of, such behaviour.

### 32.2 Measures

- No adverse action will be taken against an employee on the basis of domestic and family violence victim status or if their attendance or performance at work suffers as a result of experiencing domestic and family violence.
- All personal information concerning domestic and family violence will be kept confidential.
- NCCCA will identify a contact who will be trained in domestic and family violence and privacy issues. NCCCA will advertise the name of the contact within the workplace.
- NCCCA will approve any reasonable request from an employee experiencing domestic and family violence for:
  - changes to their span of hours or patterns or hours and/or shift patterns;
  - job redesign or changes to duties;
  - relocation to suitable employment within the workplace;
  - a change to their telephone number or email address to avoid harassing contact;
  - any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

### 32.3 Leave

- An employee experiencing domestic and family violence is:
  - entitled to two (2) days paid special leave; and
  - may access their accumulation of paid or unpaid personal/carer's leave, annual leave or long service leave for absences related to the domestic and family violence.
- An employee who supports a person experiencing domestic and family violence may use their existing personal/carer's leave to accompany the person on activities related to domestic and family violence, or to mind the children of the person.
- The employer retains the right to voluntary extension of the above entitlements on reasonable and compassionate grounds.

### 32.4 Evidence

- The employee shall give NCCCA notice as soon as reasonably practicable of their request to take leave under this clause.
- If required by NCCCA, the employee must provide evidence that would satisfy a reasonable person that the leave is for the purpose as set out in clause 32.1.

## 33. Ceremonial Leave

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

## 34. Representatives Leave

34.1. For the whole of the organisation, NCCCA will recognise one representative from the HSU and one representative from the NSWNMA upon receipt of written notification from each of the respective Unions.

34.2. NCCCA will make available two (2) paid leave days for each representative each calendar year (not cumulative). Leave days will be paid at the employee's base hourly rate for the rostered hours that would have been worked that day.

34.3. Representatives will be released from work to attend union business in accordance with the following:

- a) Leave to attend the Union Conference and/or training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
- b) A minimum of four (4) weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
- c) NCCCA reserves the right to refuse the application for such leave where operational necessity requires such a refusal.

34.4. Once the leave entitlements in clause 34.2 are exhausted representatives may access leave without pay, annual leave or long service leave for the purpose of attending such approved training

## **PART 4 - OTHER PROVISIONS**

### **35. Termination of Employment**

35.1. Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:

- a) inform the employee that the termination of their employment is being considered;
- b) advise the employee of the reasons for termination; and
- c) provide the employee with an opportunity to show cause why their employment should not be terminated.

35.2. An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness present. The witness may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

35.3. Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.

35.4. Notice of termination by the employer:

- a) NCCCA will give the following period of notice of termination of employment or payment in lieu of notice:

<b>Period of Continuous Service</b>	<b>Minimum Period of Notice</b>
Not more than 1 year	At least 1 week
More than 1 year but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

In addition to the above period of notice,

- i) A Director of Nursing shall be entitled to four weeks notice.
- ii) A Care Service Employee Grade 5 shall be entitled to four weeks notice.

- b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer.
- c) Casuals are to be given notice to the end of the current shift worked.

#### 35.5. Notice of termination by an employee

- a) Subject to sub-clauses 36.5(b), (c) and (d), employees shall give the employer two weeks' notice of termination in writing, unless their period of continuous service is 1 year or less, in which case, only one week's notice is required.
- b) A Director of Nursing or Assistant Director of Nursing shall give four (4) weeks notice of termination in writing.
- c) A Care Service Employee Grade 5 shall give four (4) weeks notice of termination in writing.
- d) Casuals shall only be required to give notice to the end of the current shift worked.

#### 35.6. Summary Dismissal

The employer may, without notice, summarily dismiss an employee at any time for serious Misconduct or wilful disobedience. Payment is up to the time of dismissal only.

- 35.7. 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.

### 36. Abandonment of Employment

Where an employee is absent from work for a continuous period of two working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to terminate the employee's employment subject to informing the employee by written correspondence that unless the employee provides a satisfactory explanation for their absence, the employee will be considered to have abandoned employment.

### 37. Workload Management

- a) The parties to this Agreement acknowledge that both employees and management have a responsibility to maintain balanced workload.
- b) Should any employees or group of employees feel that the workloads are unreasonably heavy on a regular basis, then they have the responsibility to discuss their concerns with their immediate supervisor. Concerns must be placed in writing and the author or authors identifiable.
- c) The immediate supervisor shall discuss the matter with the employee or employees raising the concern in order to assess whether action or no action is to be taken. Feedback shall be provided.
- d) Should the matter remain unresolved, the Facility Manager shall become involved.
- e) Where an investigation into the matter is warranted, the Facility Manager will investigate within a reasonable timeframe, any issue that is raised and relevant to workload. Feedback shall be provided in writing.
- f) The Executive Team may become involved at any time.

- g) Notwithstanding the contents of this clause, situations caused by poor time management will not be considered a Workload Balance matter and therefore not give rise to effecting the provisions of this clause.
- h) Genuine complaints shall be treated with due consideration and respect. There shall be no retribution for genuine complaints made.
- i) Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s.

### **38. Consultation Regarding Major Workplace Change**

- a) Employer to notify

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

**Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

- b) Employer to discuss change

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

The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 36(a).

For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

- c) Consultation about changes to rosters or hours of work

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

The employer must:

- i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
- iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

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

### 39. Redundancy

- 39.1. For the purposes of this clause, “continuous service” shall be interpreted in the same manner as “service of a worker” is interpreted in the *Long Service Leave Act 1955 (NSW)* as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.
- 39.2. Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 39.3. Unless the Fair Work Commission (FWC) subsequently orders otherwise pursuant to sub-clause 39.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 39.2, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

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

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

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

- c) "Weeks pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
  - i) Shift and weekend penalties as prescribed in Clause 18 - Shift and Weekend Work;
  - ii) broken shift allowances as prescribed in clause 14 - Broken Shifts;
  - iii) sleepover allowances as prescribed in sub-clause 20.4 - Sleepovers; &

39.4. Subject to an application by the employer and further order of FWC the employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 39.3. FWC shall have regard to such financial and other resources of the employer concerned as FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in the sub-clause 39.3 will have on the employer. Provided that where a Deputy Director of Nursing or Assistant Director of Nursing has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 39.3 and the employer may not make application to FWC under this sub-clause.

#### **40. Labour Flexibility and Mixed Functions**

- 40.1. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- 40.2. The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 40.3. Any direction issued by the employer pursuant to sub-clauses 40.1 and/or 40.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents and/or clients.
- 40.4. Where an employer has decided there is no longer a requirement for a Deputy Director of Nursing or an Assistant Director of Nursing to be appointed in a workplace, the employer shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

#### **41. Remuneration Packaging**

Where agreed between the employer and an employee, the employer may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

- a) the employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- b) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- c) the employer shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;

- d) the employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;
- e) where packaging arrangements apply, hours of work shall be consistent with the relevant section of the Act;
- f) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- g) a copy of the agreement shall be made available to the employee;
- h) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- i) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- j) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- k) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;
- l) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months notice of the proposed change;
- m) in the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- n) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

#### **42. Agreement Flexibility**

By including this Agreement Flexibility Clause within this Agreement, it is not the intention of the parties to reduce or erode substantive terms and conditions that apply generally to all employees of NCCCA. The employer, if applying this clause, shall ensure to the best of their ability, that any agreement or arrangement reached with an individual employee shall not be to the detriment of the collective group of staff covered by this Agreement and employed at the controlled entity concerned.

- i) Notwithstanding any other provision of this Agreement, the employer and an individual employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the employer and the individual employee. The terms the

employer and the individual employee may agree to vary the application of are those concerning:

- a) arrangements for when work is performed;
  - b) overtime rates;
  - c) penalty rates;
  - d) allowances; and
  - e) leave loading.
- ii) The employer and the individual employee must have genuinely made and entered into the flexibility arrangement without coercion or duress.
- iii) The flexibility arrangement between the employer and the individual employee must be confined to a variation in the application of one or more of the terms listed in (i) above.
- iv) The agreement between the Employer and the individual employee must also:
- a) be in writing, name the parties to the flexibility arrangement and be signed by the Employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - b) state each term of this Agreement that the Employer and the individual employee have agreed to vary;
  - c) detail how the application of each term has been varied by agreement between the Employer and the individual employee;
  - d) detail how the flexibility arrangement provides for the individual employee to be better off overall in relation to the individual employee's terms and conditions of employment; and
  - e) state the date the flexibility arrangement commences to operate.
- v) 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 no 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.
- vi) The Employer must give the individual employee a copy of the flexibility arrangement within 14 days after it is agreed to and keep the arrangement as a time and wages record.
- vii) The flexibility arrangement may be terminated:
- a) by the Employer or the individual employee giving four weeks' notice of termination, in writing, to the other party and the flexibility arrangement ceasing to operate at the end of the notice period; or
  - b) at any time, by written agreement between the employer and the individual employee.
- viii) The right to make a flexibility arrangement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an Employer and an individual employee contained in any other term of this Agreement.

#### **43. Superannuation**

43.1. The employer will make superannuation contributions into an approved Superannuation Fund

nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

43.2. An 'approved fund' means:

- a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
- b) the First State Super;
- c) the Health Super; or
- d) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees which offers a MySuper product, is a defined benefit fund or is an exempt public sector scheme consistent with s. 194(h) of the Fair Work Act.

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

43.4. Should an employee fail to nominate a fund, the employer will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.

43.5. The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include ordinary time worked on public holidays and public holiday loadings.

43.6. Contributions:

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

43.7. Salary Sacrifice to Superannuation

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

**44. Attendance at Meetings and Compulsory Training**

Any employee required to attend compulsory training, compulsory fire drills and Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may take with the time off in lieu, to be arranged to be taken at such time that is mutually agreed with the Employer. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

#### **45. Training**

- 45.1. Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- 45.2. Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 45.3. Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 45.4. Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
  - a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
  - b) The employer shall provide employees with two (2) weeks notice of the requirement to attend training outside of their normal rostered working hours;
  - c) Notwithstanding Clause 18 - Overtime, attendance at such training shall be paid ordinary pay for the period of training. Alternately, time off in lieu may be taken at an alternate time, to be mutually agreed between the Employer and the Employee.
  - d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
  - e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.
  - f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 13 - Hours. Where practicable, similar arrangements should also be made available to all other employees.
  - g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
  - h) Clause 18 - Overtime will not apply where attendance at such training is outside the normal rostered working time of part time and casual employees and where it interrupts the applicable eight or ten hour break between shifts.

#### **46. Amenities**

The minimum standards as set out in all relevant Work Health and Safety legislation shall be met in the provision of amenities to employees.

#### **47. Inspection of Lockers and Bags**

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and an employee representative where practicable, otherwise by any two officers appointed by the employer for that purpose.

Where the employer reasonably suspects, bags that are the property of the employee may be inspected, only upon request and where agreement by the employee is provided. Where the employee does not agree to their bag being inspected, the employer reserves their right to exercise their other statutory and common law rights.

#### **48. Requests for Flexible Working Arrangements**

Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

#### **49. Grievance and Dispute Resolution Procedures**

49.1. If a dispute relates to:

- a) a matter arising under the agreement; or
  - b) the National Employment Standards;
- this term sets out procedures to settle the dispute.

49.2. An employer or employee may appoint another person, organisation or association (e.g. Union or the Aged & Community Services Association of NSW & ACT Inc) to accompany and/or represent them for the purposes of this clause.

49.3. 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.

49.4. In the second instance, the parties to the dispute must try to resolve the dispute by discussions between the employee or employees concerned and the General Manager Operations.

49.5. If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.

49.6. The FWC may deal with the dispute in 2 stages:

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

*Note* If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

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.

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

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

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

#### **50. Variation of Agreement during Nominal Term**

The parties to this Agreement acknowledge that this Agreement may be varied by mutual consent of both parties at any time during the currency of the Agreement subject to the provisions of the Act.

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

#### **51. Termination of Agreement**

After the nominal term of this Agreement has expired, either party may, in accordance with the Act and the governing legislation, file a termination notice with the governing Authority. Otherwise, after the expiry date, the same terms and conditions of this Agreement shall continue to apply to the Employees of the Employer until it is replaced by a new instrument.

**Employer Signature Page for Northern Coalfields Community Care  
Association Limited and Controlled Entities Enterprise Agreement 2017**

For and on behalf of Northern Coalfields Community Care Association Limited [ABN: 78  
434 105 112] trading as Northern Coalfields Community Care Association Limited, the  
Employer:

Name (please print): Leighton Moffatt

Signature: 

Date: 8 January 2018

Capacity of signatory (eg CEO, Managing Director): General Manager Operations

Address for contact: 2 Mount View Road (PO BOX 183) Cessnock NSW 2325

Contact details:

Phone: 02 4993 3123

Mobile: 0408 551 653

Email: leighton.moffatt@nccca.com.au

Witness for the Employer:

Name (please print): Kate Williams

Signature: 

Date: 8 January 2018

Capacity of signatory (eg Manager): Senior Human Resources Advisor

Address for contact: 2 Mount View Road (PO BOX 183) Cessnock NSW 2325

Contact details:

Phone: 02 4993 3128

Mobile: 0418 470 110

Email: kate.williams@nccca.com.au

Signatory Page for NSW Nurses and Midwives Association

.....  
*Brett Holmes*

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

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

.....  
*Margaret Potts*  
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

.....  
*Coral Levett*

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

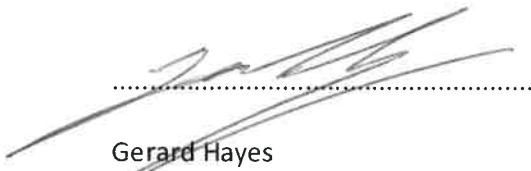
President  
Australian Nursing & Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017

.....  
*Margaret Potts*  
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

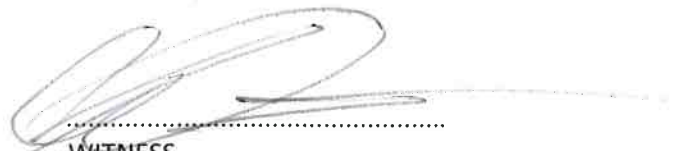
*Authority to sign Agreement on behalf of employees is in accordance with Rule 34 of the Rules of the New South Wales Nurses and Midwives' Association and Rule 40 of the Rules of the Australian Nursing & Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.*

Signed for and on behalf of the HSU, New South Wales Branch, as a bargaining representative, by its duly authorised officer:



Gerard Hayes  
Secretary

HSU New South Wales Branch  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000



WITNESS  
Toby Warnes  
Solicitor

Level 2, 109 Pitt Street  
SYDNEY NSW 2000

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

## SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

### I. GENERAL EMPLOYMENT CLASSIFICATIONS

### II. NURSES' EMPLOYMENT CLASSIFICATIONS

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### I. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

#### 1. CARE SERVICE EMPLOYEES

- 1.1. **Care Service Employee New Entrant** means an employee with less than 500 hours work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

**Typical Duties - New Entrant - Care Stream:** Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

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

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

- 1.2. **Care Service Employee Grade 1** means an employee who has 500 hours work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant. An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows:

**Typical Duties - Grade 1 - Care Stream:** Under limited supervision, provide assistance to residents in carrying out simple personal care tasks in accordance with the Resident's Care Plan which shall include but not be limited to: supervise daily hygiene eg assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals; any other simple tasks as required in accordance with the Resident's Care Plan. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.

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

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

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

**Typical Duties - Grade 2 - Care Stream:** Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia. recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.

**Typical Duties - Grade 2 - Support Stream:** Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a vehicle less than 3 ton.

**Typical Duties - Grade 2 - Maintenance Stream:** Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

- 1.4. **Care Service Employee Grade 3** means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer and:

- a) is designated by the employer as having the responsibility for leading and/or supervising the work of others; or
- b) is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid. Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

**Typical Duties – Grade 3 - Care Stream:** Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.

**Typical Duties - Grade 3 - Support Stream:** Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a vehicle 3 ton and over.

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

1.5. **Care Service Employee Grade 4 means:**

a) **Level One:** An employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate qualifications/experience acceptable to the employer is required to act on them and:

- is designated by the employer as having the responsibility for leading and/or supervising the work of others in excess of that required for a CSE 3; and
- is required to work individually with minimal supervision.

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

**Typical Duties – Grade 4 - Level 1 - Care Stream:** Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.

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

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

b) **Level Two:** An employee who is required to deliver medication to residents in residential aged care facilities:

- previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
- in which more than 80% of places are “allocated high care places” as defined in the Aged Care Act 1997 (Cth).

An employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module – “Provide Physical Assistance with Medication” (CHCCS303A); or

Hold other appropriate qualifications acceptable to the employer.

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

**1.6. Care Service Employee Grade 5**

This grade shall only apply to employees having responsibility for supervision of the care service. An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer

**1.7. Other**

**“Catering Officer”** means a person who is responsible for catering services.

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

**“Maintenance Supervisor (Otherwise)”** means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

**1.8. Miscellaneous**

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 shall be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this Agreement, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

**2. COMMUNITY SERVICE EMPLOYEES**

**2.1. Community Care Employee - New Entrant**

**a) Qualifying period and training**

This is a Trainee level, which applies to new employees with less than 6 months' experience in the industry or less than 250 hours experience in Community Care but without previous relevant experience in personal care delivery.

New entrants employed prior to the date of approval of this agreement whose rate of pay is above the new entrant rate of pay within this agreement will have that rate of pay preserved until such time as they are reclassified to a position above that of a New Entrant.

An employee at this level must have basic written and verbal communication skills. The employer shall provide training and the employee shall work under general supervision.

At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of a New Entrant shall progress to Grade 1.

An opportunity may be given to the employee to be further trained in personal care. An employee trained in personal care may progress to Grade 2. Any progression to Grade 2 will be at the discretion of the employer.

Should an employee at this level not satisfactorily complete the requirements of a New Entrant, he/she shall be notified in writing by the employer two weeks prior to the date on which he/she would have proceeded to Grade 1.

b) Indicative Tasks

Indicative but not exclusive tasks include: the undertaking of domestic work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, assisting with banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Indicative, but not exclusive tasks include: under limited supervision, providing assistance to clients in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.

Under direct supervision: provide assistance to a higher grade employee in attending to the personal care needs of a client.

c) Accountability and extent of authority

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and simple personal care tasks and is responsible for the quality of their work.

d) Judgment and decision-making

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

e) Interpersonal skills

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

f) Qualifications and experience

An employee in this level will have commenced on-the-job training which may include an induction course.

## 2.2. **Community Care Employee - Grade 1**

Means a person who satisfies the requirements of a New Entrant and has progressed to Grade 1 or who is appointed to Grade 1 and is not a New Entrant. Employee's at this level work under general supervision in domestic services and in carrying out simple personal care tasks. An employee at this level is required to assist the client to do personal care tasks for himself/herself and assist the client to maintain their independence in their own homes.

a) The indicative tasks

The indicative tasks are the same as a New Entrant except the employee has completed the qualifying period and training necessary to be Grade 1.

In addition to carrying the simple personal care tasks of a New Entrant a Grade 1 shall be required to monitor the personal care needs of clients: this includes but will not be limited to medication monitoring.

b) Accountability and extent of authority

An employee at this level is responsible for the quality of their work.

c) Judgment and decision-making

Are the same as a New Entrant.

d) Interpersonal skills

Are the same as a New Entrant.

e) Qualifications and experience

No formal qualifications necessary. An employee at this level will have completed all on-the-job training as required.

f) Special knowledge and Skills

An employee at Grade 1 shall be competent to carry out the broad range of domestic and housekeeping duties and competent to carry out simple personal care tasks relevant to assisting clients to maintain their independence in their own homes.

This employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, further training may be provided.

### 2.3. Community Care Employee - Grade 2

An employee at this level can perform the duties of a Home Care Employee Grade 1.

Employees at this level may be required to perform more complex tasks than a Grade 1 and, assist the client to do for himself/herself.

a) Indicative Tasks

The indicative tasks for an employee at this Grade are as follows:

**Showering/Bathing:** all aspects of showering/bathing including assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair; total bed bath/sponge except where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

**Toileting:** Helping clients to the toilet; assisting clients to use the toilet by loosening clothing; assisting clients to change own incontinence and sanitary pads; assisting clients with bottles; assisting self-catheterisation by holding mirror or positioning legs.

Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion – colostomy and

drainage bags; all bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads; assisting the client with the sterilising of glass catheters.

**Menstrual Care:** Assisting with menstrual care including the changing of tampons and sanitary pads.

**Skin Care:** Application of treatment creams to genital area and the changing of wound dressings.

**Nasal Care:** Cleaning noses.

**Grooming:** All hair care; care of nails; shaving (except where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing except where there are severely limited / uncontrollable body movements.

**Oral Hygiene:** Assisting clients with their own care of teeth or dentures; care of teeth and dentures for the client by using tooth brush/tooth paste/oral solution only.

**Medication:** Assisting client with or administering liquid medicines, pills, powders, nose and eye drops. Suppositories; assist and support diabetic clients in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycaemia.

**Transferring/Mobility:** Transferring client in and out of bed/chair/car and assisting with mobility; using mechanical aids to lift and transfer clients.

**Fitting of Aids/Appliances:** Such as splints and callipers.

**Therapy:** Assisting with therapy in any of the following circumstances:

- i) low Grade of assistance is required;
- ii) carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site;
- iii) simple instructions required rather than specialised training knowledge.

**Assistance with Eating:** Assisting with eating where there are no difficulties.

b) Accountability and extent of authority

Employees perform work under general supervision. Employees at this level have contact with the public or other employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of a New Entrant, Grade 1 or Grade 2.

c) Judgment and decision-making

The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

d) Specialist knowledge and skills

In addition to performing the domestic tasks of a Grade 1 an employee at this level is expected to provide all personal care (including supervising daily hygiene) and after

competency based training can carry out the fitting and removal of aids and appliances, monitoring medications and the fitting and changing of catheters.

e) Interpersonal skills

Are the same as New Entrant and Grade 1.

f) Qualifications and experience

At a minimum, an employee at this level will have satisfactorily completed the requirements of a Grade 1.

Indicative but not exclusive of the qualifications required in this level include a Certificate III Home & Community Care or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

## 2.4. Community Care Employee - Grade 3

An employee at this level can perform the duties of a New Entrant, Grade 1 and Grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself, because of the client's behaviour or the client's condition, frailty, and/or household environment.

Grade 3 employees may be involved in on-the-job training of Home Care Employees New Entrants, Grade 1 and 2 where required. Employees at this level will be designated by the employer as having the responsibility for leading/mentoring/training and/or supervising the work of others.

a) Indicative Tasks

The indicative tasks for an employee at this Grade are all of the tasks of a New Entrant, Grade 1 or Grade 2 employee except that an employee at this level will be responsible for the more complex personal care needs of clients having regard to whether the client suffers from severely limited/uncontrollable body movements or serious comfort/health considerations. The indicative tasks for an employee at this level include, but will not be limited to, the following personal care needs:

**Grooming:** shaving (where there are uncontrollable body movements); all dressing / undressing or assistance with dressing/undressing where there are severely limited / uncontrollable body movements.

**Transferring/Mobility:** Assisting clients with transfers/mobility where:

- i) Clients can offer limited/no assistance with weight bearing.
- ii) Careful handling is required because of the client's health/disability.
- iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

**Therapy:** Assisting with therapy in any of the following circumstances:

- i) High degree of assistance is involved.
- ii) Employees have total responsibility because client is unable to take responsibly for the therapy and carer/therapist is not on site.
- iii) Specialised training knowledge is required.

**Assistance with Eating:** Assisting with eating where there is a risk of choking, vomiting or other eating difficulty is involved.

b) Accountability and extent of authority

The same as a Grade 2 except that Employees at this level may be asked to assist others in the supervision of the work of a New Entrant, Grade 1, 2, or 3.

c) Judgment and decision-making

The nature of the work is usually specialised, with established procedures and requiring personal judgement. An employee at this level will provide personal care and domestic assistance to clients with special needs. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered procedures.

d) Specialist knowledge and skills

Indicative but not exclusive tasks include: administrative and computer skills; process and record invoices and correspondence; prepare meals for special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and attending to elementary household maintenance requirements.

e) Interpersonal skills

Are the same as New Entrant, Grade 1 and 2.

f) Qualifications and experience

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the special needs for this level of care.

## 2.5. **Community Services Coordinator - Grade 1**

An employee at this level may also be called an Assistant Care Co-ordinator.

a) Accountability and extent of authority

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees. An employee at this level is required to work individually with minimal supervision.

b) Judgment and decision-making

The objectives of the work are well defined but the particular method; process of equipment to be used; must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

c) Specialist knowledge and skills

- i) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
  - ii) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.
- d) Interpersonal skills
- Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.
- e) Qualifications and experience
- Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

## 2.6. Community Services Coordinator - Grade 2

An employee at this level includes all of the duties of a Community Services Co-ordinator – Grade 1. A position in this level has the following characteristics:

- a) Accountability and extent of authority
  - i) Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
  - ii) In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
  - iii) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
  - iv) Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all Work Health and Safety policies and procedures.
- b) Judgment and decision-making

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of

available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

c) Specialist knowledge and skills

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

d) Management skills

i) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

ii) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

e) Interpersonal skills

Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

f) Qualifications and experience

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate IV or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

### 3. CLERICAL & ADMINISTRATIVE EMPLOYEES

a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.

c) A **Clerical & Administrative Employee Grade 1** position is described as follows:

i) The employee may work under direct supervision with regular checking of progress.

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

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

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

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

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

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

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

**Grade 1 - Team:** Complete allocated tasks.

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

d) A **Clerical & Administrative Employee Grade 2** position is described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

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

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

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

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

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

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

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

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

- g) A **Clerical & Administrative Employee Grade 5** position is described as follows:

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

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

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

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

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

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

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

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

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

- (h) Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

## II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

**Assistant in Nursing** means a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in a residential aged care facility. Upon commencement with NCCCA, a person appointed to the position of Assistant in Nursing shall be placed upon the increment that correctly reflects their work experience and previous years of service as an Assistant in Nursing within Aged Care. Where that person is the holder of a Certificate III in Aged Care as required by the employer, they shall be advanced by one increment. Certificates from accredited training authorities only shall be recognised. For positions other than Assistants in Nursing, where the employer requires the occupant of that position to hold a Certificate III in Aged Care, that person will be remunerated according to the classification related to that position.

**Assistant in Nursing - Team Leader** means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.

**Assistant Director of Nursing** means:

- a) A person appointed as such in any sized residential aged care facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
- b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.

**Clinical Nurse Consultant** means a registered nurse appointed as such to the position, who has had at least five years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by the employer.

**Clinical Nurse Educator** means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

**Clinical Nurse Specialist** means:

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

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.

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

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her or his specified post registration qualification.

**Deputy Director of Nursing** means a registered nurse appointed to assist the Director of Nursing in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.

**Director of Nursing** means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 1991 as being responsible for care of the residents of the nursing home. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the NSW Public Health Act 1991.

**Enrolled nurse (without medication qualification)** means a person enrolled by the Board as such but who has the following notation on their license: "Does not hold Board-approved qualifications in the administration of medications".

**Enrolled nurse** (previously known as Endorsed Enrolled Nurse) means a person enrolled by the Board as such who does not have a notation "Does not hold Board-approved qualifications in the administration of medications" on their licence.

Upon being authorised to administer medications by the Board, an employee shall be classified as an EN.

- Where an employee was previously classified as an EN (without medication qualification) - Thereafter the employee will be paid as an EN - level (b).
- Where an employee was not previously classified as an EN (without medication qualification) - Thereafter the employee shall be paid at level (a)
- An employee classified at level (a) who is not required to deliver medication shall be entitled to progress to level (b) after one year's service.
- Once an EN employee has worked 1,000 hours in a role where they are required to deliver medication, the employee will be classified and paid at the EN Yr 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.
- An EN may be required to lead and/or supervise the work of others.

**Nurse** includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.

**Nurse Educator** means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a residential aged care facility or group of residential aged care facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

- a) A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.
- b) A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in paragraphs (a) and (b). Persons appointed to the 3rd year rate by virtue of those paragraphs shall progress to the 4th year rate after completion of 12 months satisfactory full time service.

**Nurse Practitioner** means a registered nurse appointed as such and who is authorised by the Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.

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

**Senior Nurse Educator** means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator. A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a residential aged care facility or in a group of residential aged care facilities. Incremental progression shall be on completion of 12 months' satisfactory service.

**Trainee Enrolled Nurse** means a person who is being trained to become an enrolled nurse.

## SCHEDULE B – PAY, OTHER RATES AND ALLOWANCES

The rates provided within this Agreement are minimum rates for those employees covered. Where an employee is in receipt of a rate of pay that is higher than that required by this Agreement for a comparable classification, NCCCA may absorb any pay increases programed via this table. Notwithstanding, at no time shall an employee covered by this Agreement have their rate of pay fall beneath those rates contained within for a comparable classification.

The wages for nursing classifications as set out in Table 1, Column 1, are inclusive of a 1.92% buyout of one week's annual leave.

**Table 1 – Pay Rates**

		Column 1	Column 2	Column 3
<b>Classification</b>	<b>Year</b>	<b>From FFPP on or after this Agreement becomes operative</b>	<b>From FFPP on or after 1 July 2018</b>	<b>From FFPP on or after 1 July 2019</b>
Assistant in Nursing	1st year	20.8829	21.3006	21.7266
	2nd year	21.4848	21.9145	21.9145
	3rd year	22.0866	22.5284	22.5284
	Thereafter	22.7112	23.1654	23.1654
Experienced (the holder of a relevant certificate III qualification)	1st year	21.6552	22.0883	22.0883
	2nd year	22.0866	22.5284	22.5284
	Thereafter	22.7112	23.1654	23.1654
Team Leader		24.1306	24.6133	24.6133
Trainee Enrolled Nurse - Under 18 years	1st year	19.8610	20.2582	20.2582
	2nd year	20.2698	20.6752	20.6752
	Thereafter	20.6786	21.0922	21.0922
Trainee Enrolled Nurse - Over 18 years	1st year	20.5991	21.0111	21.0111
	2nd year	21.2577	21.6828	21.6828
	3rd year	21.9504	22.3894	22.3894
	Thereafter	22.6204	23.0728	23.0728
Enrolled Nurse (without medication qualification)	1st year	25.3230	25.8295	25.8295
	2nd year	25.8568	26.3739	26.3739
	3rd year	26.3223	26.8488	26.8488
	4th year	26.8447	27.3816	27.3816
	Thereafter	27.3783	27.9259	27.9259
Enrolled Nurse (with medication qualification previously known as Endorsed Enrolled Nurse)	level (a)	27.2421	27.7870	27.7870
	level (b)	27.8213	28.3777	28.3777
	1st year	28.5481	29.1190	29.1190
	2nd year	29.2407	29.8255	29.8255
	Thereafter	29.9221	30.5205	30.5205
Registered Nurse	1st year	36.6559	37.3890	37.3890
	2nd year	39.0407	39.8215	39.8215
	3rd year	39.0861	39.8678	39.8678
	4th year	39.1087	39.8909	39.8909
	5th year	39.6084	40.4005	40.4005

		Column 1	Column 2	Column 3
<b>Classification</b>	<b>Year</b>	<b>From FFPP on or after this Agreement becomes operative</b>	<b>From FFPP on or after 1 July 2018</b>	<b>From FFPP on or after 1 July 2019</b>
Nursing Unit Manager Level 1	1st year	43.5715	44.4429	44.4429
	2nd year	44.7525	45.6476	45.6476
Nursing Unit Manager Level II		45.8086	46.7247	46.7247
Nursing Unit Manager Level III		46.9782	47.9177	47.9177
Nurse undergoing pre-registration assessment		25.2322	25.7368	25.7368
Clinical Nurse Specialist		41.0052	41.8253	41.8253
Clinical Nurse Consultant		48.1137	49.0760	49.0760
Clinical Nurse Educator		41.0052	41.8253	41.8253
Nurse Educator	1st year	43.5715	44.4429	44.4429
	2nd year	44.7525	45.6476	45.6476
	3rd year	45.8086	46.7247	46.7247
	4th year	48.1137	49.0760	49.0760
Senior Nurse Educator	1st year	49.2266	50.2111	50.2111
	2nd year	50.2032	51.2073	51.2073
	3rd year	51.8271	52.8636	52.8636
Nurse Practitioner	1st year	54.6773	55.7708	55.7708
	2nd year	55.9038	57.0218	57.0218
	3rd year	57.5503	58.7013	58.7013
	Therafter	59.0946	60.2765	60.2765
Assistant Director of Nursing	<150 beds	44.7525	45.6476	45.6476
	150-250 beds	48.1137	49.0760	49.0760
	>250 beds	49.2266	50.2111	50.2111
Deputy Director of Nursing	<20 beds	45.6269	46.5394	46.5394
	20-75 beds	46.7511	47.6861	47.6861
	75-100 beds	47.7958	48.7517	48.7517
	100-150 beds	48.7951	49.7710	49.7710
	150-200 beds	50.2032	51.2073	51.2073
	200-250 beds	51.8271	52.8636	52.8636
	250-350 beds	53.7121	54.7863	54.7863
	350-450 beds	55.5517	56.6627	56.6627
	450-750 beds	57.5616	58.7128	58.7128
	>750 beds	59.7305	60.9251	60.9251
Director of Nursing	<25 beds	50.8164	51.8327	51.8327
	25-50 beds	53.7121	54.7863	54.7863
	50-75 beds	54.8250	55.9215	55.9215
	75-100 beds	55.9264	57.0449	57.0449
	100-150 beds	57.4821	58.6317	58.6317
	150-200 beds	59.3558	60.5429	60.5429
	200-250 beds	61.2068	62.4309	62.4309
	250-350 beds	63.4552	64.7243	64.7243
	350-450 beds	67.1685	68.5119	68.5119
	450-750 beds	70.9726	72.3920	72.3920
	>750 beds	75.3332	76.8398	76.8398

		Column 1	Column 2	Column 3
<b>Classification</b>	<b>Year</b>	<b>From FFPP on or after this Agreement becomes operative</b>	<b>From FFPP on or after 1 July 2018</b>	<b>From FFPP on or after 1 July 2019</b>
Care Service Employees	New Entrant Junior	19.7693	20.1647	20.1647
	New Entrant Adult	19.7693	20.1647	20.1647
	Grade 1	21.1896	21.6134	21.6134
	Grade 2	22.4500	22.8990	22.8990
	Grade 3	23.8127	24.2890	24.2890
	Level 1 Grade 4	24.4373	24.9261	24.9261
	Level 2 1st year	26.0271	26.5476	26.5476
	2nd year	26.6857	27.2194	27.2194
	3rd year	27.3557	27.9028	27.9028
	Grade 5 - from	27.7077	28.2618	28.2618
	Grade 5 - to	40.4374	41.2461	41.2461
Maintenance Supervisors	Otherwise	24.0398	24.5206	24.5206
	In charge of staff	25.1868	25.6905	25.6905
Maintenance Supervisor	Tradesperson	26.3110	26.8372	26.8372
Training Catering Officer	1st year	22.0071	22.4473	22.4473
	2nd year	22.3933	22.8412	22.8412
	3rd year	22.8248	23.2813	23.2813
Assistant Catering Officer	80-120 beds	23.0179	23.4782	23.4782
	120-300 beds	24.4373	24.9261	24.9261
	300-500 beds	25.9362	26.4550	26.4550
	500-1000 beds	26.4018	26.9298	26.9298
Catering Officer	80-120 beds	25.2889	25.7947	25.7947
	120-200 beds	25.9362	26.4550	26.4550
	200-300 beds	26.4018	26.9298	26.9298
	300-500 beds	27.6737	28.2272	28.2272
	500-1000 beds	29.7972	30.3931	30.3931
Apprentice Cook	1st year	13.9876	14.2674	14.2674
	2nd year	19.2148	19.5991	19.5991
	3rd year	21.5530	21.9841	21.9841
Apprentice Gardener	1st year	11.9092	12.1474	12.1474
	2nd year	14.0708	14.3522	14.3522
	3rd year	18.6225	18.9949	18.9949
	4th year	20.9607	21.3799	21.3799
Community Care Employee	New Entrant	20.0130	20.4133	20.4133
	Grade 1	21.3592	21.7864	21.7864
	Grade 2	22.3025	22.7485	22.7485
	Grade 3	23.7332	24.2079	24.2079
Community Services Coordinator	Grade 1	25.3343	25.8410	25.8410
	Grade 2	28.3096	28.8758	28.8758
Live In Housekeeper	Grade 1 per day	210.6694	214.8828	214.8828
	Grade 2 per day	237.2302	241.9748	241.9748
	Grade 3 per day	273.7158	279.1901	279.1901

		Column 1	Column 2	Column 3
<b>Classification</b>	<b>Year</b>	<b>From FFPP on or after this Agreement becomes operative</b>	<b>From FFPP on or after 1 July 2018</b>	<b>From FFPP on or after 1 July 2019</b>
Clerical and Administrative Employee - Junior	16 years and under	13.1044	13.3665	13.3665
	17 years and under	14.2513	14.5363	14.5363
	18 years and under	15.6707	15.9841	15.9841
	19 years and under	17.0675	17.4089	17.4089
	20 years and under	18.4983	18.8682	18.8682
Clerical and Administrative Employee - Adults	Grade 1	22.7794	23.2350	23.2350
	Grade 2	24.0398	24.5206	24.5206
	Grade 3	25.3684	25.8758	25.8758
	Grade 4	26.0725	26.5939	26.5939
	Grade 5	27.2195	27.7638	27.7638

**Table 2 – Other Rates and Allowances**

				Column 1	Column 2	Column 3
<b>Item No.</b>	<b>Brief Description</b>	<b>Clause #</b>	<b>Per Unit</b>	<b>From FFPP on or after this Agreement becomes operative</b>	<b>From FFPP on or after 1 July 2018</b>	<b>From FFPP on or after 1 July 2019</b>
1	Broken Shift	14i	Per shift	9.40	9.59	9.78
2	Overtime - Breakfast	17.4a	Per meal	14.20	14.48	14.77
3	Overtime - Luncheon	17.4b	Per meal	18.35	18.72	19.09
4	Overtime - Evening Meal	17.4c	Per meal	26.80	27.33	27.88
5	Vehicle Allowance - use of own vehicle	21.5c 43.4e	Per km	0.42	0.43	0.44
6	Vehicle Allowance - official business (* rate as per Aged Care Modern	21.2c	Per km	0.78	*	*
7	In charge of residential aged care facility - less than 100 beds	21.1a	Per shift	24.41	24.90	25.39
8	In charge of residential aged care facility - 100 beds or more	21.1a	Per shift	39.31	40.10	40.90
9	In charge of section	21.1a	Per shift	24.41	24.90	25.39
10	Uniform	21.3bii	Per week	7.27	7.42	7.57
11	Shoes	21.3d	Per week	2.24	2.29	2.33
12	Cardigan or Jacket	21.3e	Per week	2.16	2.21	2.25
13	Stockings	21.3f	Per week	3.61	3.68	3.76
14	Socks	21.3g	Per week	0.71	0.73	0.74
15	Laundry	21.3h	Per week	6.04	6.16	6.28
16	Sleepover	21.4biv	Per night	46.37	47.30	48.24
17	On call	21.5a	Per day	21.76	22.19	22.64
18	On call during meal break	21.5b	Per period	11.78	12.02	12.26
19	Continuing education allowance: RN	21.6g	Per week	20.49	20.90	21.32
20	Continuing education allowance: RN	21.6h	Per week	34.15	34.83	35.53
21	Continuing education allowance: RN	21.6i	Per week	40.96	41.78	42.62
22	Continuing education allowance: RN	21.6j	Per week	13.66	13.93	14.21
23	Nauseous Linen	21.7	Per hour	0.28	0.29	0.30

## **SCHEDULE C – TRAINEES AND SCHOOL BASED TRAINEES – NON NURSING STAFF**

### **1. Trainees**

Trainees and School Based Trainees shall be employed in accordance with the provisions set out in the *National Training Wage Schedule* within the Aged Care Award MA 000018 (“the Award”).

Where any term or condition of that schedule conflicts with a term or condition of this Agreement, the terms and conditions of this Agreement prevail.

**Applicant:**

Northern Coalfields Community Care Association Limited and Controlled Entities  
Section 185 – Application for Approval of Enterprise Agreement

**UNDERTAKING – SECTION 190**

Northern Coalfields Community Care Association Limited (the Employer) gives the following undertakings with respect to the Northern Coalfields Community Care Association Limited and Controlled Entities Enterprise Agreement 2017:

1. That the rates payable from the First Full Pay Period falling on or immediately after “test time” (18<sup>th</sup> January 2018) for the Northern Coalfields Community Care Association Limited and Controlled Entities Enterprise Agreement 2017 (the Agreement), were as follows:

Classification	Year	Rate
Assistant in Nursing	1 <sup>st</sup> Year	20.4971
	2 <sup>nd</sup> Year	21.0879
	3 <sup>rd</sup> Year	21.6786
	Thereafter	22.2916
Experienced (the holder of a relevant Certificate III qualification)	1 <sup>st</sup> Year	21.2921
	2 <sup>nd</sup> Year	21.6786
	Thereafter	22.2916
Team Leader		23.6848
Trainee Enrolled Nurse – Under 18 years	1 <sup>st</sup> Year	19.4940
	2 <sup>nd</sup> Year	19.8953
	Thereafter	20.2966
Trainee Enrolled Nurse – Over 18 years	1 <sup>st</sup> Year	20.2185
	2 <sup>nd</sup> Year	20.8649
	3 <sup>rd</sup> Year	21.5448
	Thereafter	22.2024
Enrolled Nurse (without medication qualification)	1 <sup>st</sup> Year	24.8552
	2 <sup>nd</sup> Year	25.3790
	3 <sup>rd</sup> Year	25.8360
	4 <sup>th</sup> Year	26.3487
	Thereafter	26.8725
Enrolled Nurse (with medication qualification previously known as known as Endorsed Enrolled Nurse)	Level (a)	26.7388
	Level (b)	27.3072
	1 <sup>st</sup> Year	28.0206
	2 <sup>nd</sup> Year	28.7005
	Thereafter	29.3693
Registered Nurse	1 <sup>st</sup> Year	35.9787
	2 <sup>nd</sup> Year	38.3194
	3 <sup>rd</sup> year	38.3639
	4 <sup>th</sup> Year	38.3862
	5 <sup>th</sup> Year	38.8766
Nursing Unit Manager Level I	1 <sup>st</sup> Year	42.7665
	2 <sup>nd</sup> Year	43.9257

Classification	Year	Rate
Nursing Unit Manager Level II		44.9622
Nursing Unit Manager Level III		46.1102
Nurse undergoing pre-registration assessment		24.7660
Clinical Nurse Specialist		40.2476
Clinical Nurse Consultant		47.2248
Clinical Nurse Educator		40.2476
Nurse Educator	1 <sup>st</sup> Year	42.7665
	2 <sup>nd</sup> Year	43.9257
	3 <sup>rd</sup> year	44.9622
	4 <sup>th</sup> Year	47.2248
Senior Nurse Educator	1 <sup>st</sup> Year	48.3171
	2 <sup>nd</sup> Year	49.2527
	3 <sup>rd</sup> year	50.8695
Nurse Practitioner	1 <sup>st</sup> Year	53.6671
	2 <sup>nd</sup> Year	54.8709
	3 <sup>rd</sup> year	56.4870
	Thereafter	58.0028
Assistant Director of Nursing	<150 beds	43.9257
	150 – 250 beds	47.2248
	>250 beds	48.3171
Deputy Director of Nursing	<20 beds	44.7839
	20 – 75 beds	45.8874
	75 – 100 beds	46.9128
	100 – 150 beds	47.8936
	150 – 200 beds	49.2757
	200 – 250 beds	50.8695
	250 – 350 beds	52.7197
	350 – 450 beds	54.5253
	450 – 750 beds	56.4981
	>750 beds	58.6269
Director of Nursing	<25 beds	49.8775
	25 – 50 beds	52.7197
	50 – 75 beds	53.8120
	75 – 100 beds	54.8931
	100 – 150 beds	56.4201
	150 – 200 beds	58.2591
	200 – 250 beds	60.0760
	250 – 350 beds	62.2828
	350 – 450 beds	65.9275
	450 – 750 beds	69.6613
	>750 beds	73.9413
Care Service Employee	New Entrant Junior	19.4421
	New Entrant Adult	19.4421

Classification	Year	Rate
	Grade 1	20.7981
	Grade 2	22.0353
	Grade 3	23.3728
	Grade 4 (Level 1)	23.9858
	Grade 4 (Level 2) 1 <sup>st</sup> Year	25.5462
	2 <sup>nd</sup> Year	26.1927
	3 <sup>rd</sup> Year	26.8503
	Grade 5 from	27.1958
	Grade 5 to	39.6902
Maintenance Supervisor	Otherwise	23.5957
	In charge of staff	24.7214
	Tradesperson	25.8249
Training Catering Officer	1 <sup>st</sup> Year	21.6005
	2 <sup>nd</sup> Year	21.9796
	3 <sup>rd</sup> Year	22.4031
Assistant Catering Officer	80 – 120 beds	22.5926
	120 – 300 beds	23.9858
	300 – 500 beds	25.4571
	500 – 1000 beds	25.9140
Catering Officer	80 – 120 beds	24.8217
	120 – 200 beds	25.4571
	200 – 300 beds	25.9140
	300 – 500 beds	27.1624
	500 – 1000 beds	29.2467
Apprentice Cook	1 <sup>st</sup> Year	13.7292
	2 <sup>nd</sup> Year	18.8598
	3 <sup>rd</sup> Year	21.1548
Apprentice Gardener	1 <sup>st</sup> Year	11.6892
	2 <sup>nd</sup> Year	13.8108
	3 <sup>rd</sup> Year	18.2784
	4 <sup>th</sup> Year	20.5734
Community Care Employee	New Entrant	19.6816
	Grade 1	20.9646
	Grade 2	21.8904
	Grade 3	23.2948
Community Services Coordinator	Grade 1	24.8663
	Grade 2	27.7865
Live In Housekeeper	Grade 1 amount per day	206.7772
	Grade 2 amount per day	232.8472
	Grade 3 amount per day	268.6587
Clerical and Administrative Employee Junior	16 years and under	19.4421
	17 years and under	19.4421
	18 years and under	19.4421
	19 years and under	19.4421

Classification	Year	Rate
	20 years and under	19.4421
Clerical and Administrative Employee Adult	Grade 1	22.3585
	Grade 2	23.5957
	Grade 3	24.8997
	Grade 4	25.5908
	Grade 5	26.7166

Notwithstanding the rates in the table above, as a consequence of the 2018 Minimum Wage Decision handed down by the Fair Work Commission in June/July 2018, should any classification during “test time” from 1 July 2018 onward, fall beneath the relevant award classification rate, the Employer will make the necessary adjustments accordingly and within the First Full Pay Period falling on or immediately after 1<sup>st</sup> July 2018.

2. Following approval of the Agreement, the Employer will pay backpay to any employee covered by the Agreement, who was paid less than the rates of pay set out in undertaking 1 above, at any time in the period from the First Full Pay Period falling on or after 18 January 2018 to the first full pay period falling on or after the Agreement becomes operative.
3. Notwithstanding Clause 12.3(b) of the Agreement, the rates in column 2 of Schedule B of the Agreement will be paid from the First Full Pay Period falling on or immediately after the Agreement becomes operative, given that the operative date will be after 1 July 2018. The wages for nursing classifications as set out in column 2 of Schedule B, are inclusive of a 1.92% buyout of one week’s annual leave.
4. Column 2 of Schedule B of the Agreement is amended by increasing the rates for Clerical and Administrative Employee – Junior as follows:

Classification	Year	Rate
Clerical and Administrative Employee Junior	16 years and under	20.1647
	17 years and under	20.1647
	18 years and under	20.1647
	19 years and under	20.1647
	20 years and under	20.1647

5. Clause 12.3(i)(c) of the Agreement is amended by replacing the date “1 July 2018” with the date “1 July 2019”, to ensure consistency with Schedule B and reflect the common intention for there to be a further pay increase on 1 July 2019.
6. Schedule B of the Agreement is amended by:
  - i. increasing the rates in column 3 by 2%, other than for an Assistant in Nursing 1st year whose rates in column 3 have already been increased by 2%; and
  - ii. increasing the rates for Clerical and Administrative Employees – Junior so that the rates from the First Full Pay Period falling on or immediately after 1 July 2019 are as follows:

Classification	Year	Rate
Assistant in Nursing	1 <sup>st</sup> Year	21.7266
	2 <sup>nd</sup> Year	22.3528
	3 <sup>rd</sup> Year	22.9789
	Thereafter	23.6287
Experienced (the holder of a relevant Certificate III)	1 <sup>st</sup> Year	22.5300
	2 <sup>nd</sup> Year	22.9789

Classification	Year	Rate
qualification)	Thereafter	23.6287
Team Leader		25.1055
Trainee Enrolled Nurse – Under 18 years	1 <sup>st</sup> Year	20.6634
	2 <sup>nd</sup> Year	21.0887
	Thereafter	21.5140
Trainee Enrolled Nurse – Over 18 years	1 <sup>st</sup> Year	21.4313
	2 <sup>nd</sup> Year	22.1165
	3 <sup>rd</sup> Year	22.8372
	Thereafter	23.5342
Enrolled Nurse (without medication qualification)	1 <sup>st</sup> Year	26.3461
	2 <sup>nd</sup> Year	26.9014
	3 <sup>rd</sup> Year	27.3857
	4 <sup>th</sup> Year	27.9292
	Thereafter	28.4844
Enrolled Nurse (with medication qualification previously known as known as Endorsed Enrolled Nurse)	Level (a)	28.3427
	Level (b)	28.9452
	1 <sup>st</sup> Year	29.7014
	2 <sup>nd</sup> Year	30.4220
	Thereafter	31.1310
Registered Nurse	1 <sup>st</sup> Year	38.1368
	2 <sup>nd</sup> Year	40.6179
	3 <sup>rd</sup> year	40.6652
	4 <sup>th</sup> Year	40.6887
	5 <sup>th</sup> Year	41.2086
Nursing Unit Manager Level I	1 <sup>st</sup> Year	45.3318
	2 <sup>nd</sup> Year	46.5605
Nursing Unit Manager Level II		47.6592
Nursing Unit Manager Level III		48.8761
Nurse undergoing pre- registration assessment		26.2516
Clinical Nurse Specialist		42.6618
Clinical Nurse Consultant		50.0575
Clinical Nurse Educator		42.6618
Nurse Educator	1 <sup>st</sup> Year	45.3318
	2 <sup>nd</sup> Year	46.5605
	3 <sup>rd</sup> year	47.6692
	4 <sup>th</sup> Year	50.0575
Senior Nurse Educator	1 <sup>st</sup> Year	51.2153
	2 <sup>nd</sup> Year	52.2314
	3 <sup>rd</sup> year	53.9209
Nurse Practitioner	1 <sup>st</sup> Year	56.8863
	2 <sup>nd</sup> Year	58.1623

Classification	Year	Rate
	3 <sup>rd</sup> year	59.8753
	Thereafter	61.4821
Assistant Director of Nursing	<150 beds	46.5605
	150 – 250 beds	50.0575
	>250 beds	51.2153
Deputy Director of Nursing	<20 beds	47.4702
	20 – 75 beds	48.6399
	75 – 100 beds	49.7268
	100 – 150 beds	50.7664
	150 – 200 beds	52.2314
	200 – 250 beds	53.9209
	250 – 350 beds	55.8821
	350 – 450 beds	57.7960
	450 – 750 beds	59.8871
	>750 beds	62.1436
Director of Nursing	<25 beds	52.8693
	25 – 50 beds	55.8821
	50 – 75 beds	57.0399
	75 – 100 beds	58.1858
	100 – 150 beds	59.8044
	150 – 200 beds	61.7538
	200 – 250 beds	63.6796
	250 – 350 beds	66.0188
	350 – 450 beds	69.8821
	450 – 750 beds	73.8399
	>750 beds	78.3766
Care Service Employee	New Entrant Junior	20.5680
	New Entrant Adult	20.5680
	Grade 1	22.0457
	Grade 2	23.3570
	Grade 3	24.7748
	Grade 4 (Level 1)	25.4246
	Grade 4 (Level 2) 1 <sup>st</sup> Year	27.0786
	2 <sup>nd</sup> Year	27.7638
	3 <sup>rd</sup> Year	28.4609
	Grade 5 from	28.8271
	Grade 5 to	42.0710
Maintenance Supervisor	Otherwise	25.0110
	In charge of staff	26.2043
	Tradesperson	27.3739
Training Catering Officer	1 <sup>st</sup> Year	22.8962
	2 <sup>nd</sup> Year	23.2980
	3 <sup>rd</sup> Year	23.7469
Assistant Catering Officer	80 – 120 beds	23.9478
	120 – 300 beds	25.4246
	300 – 500 beds	26.9841
	500 – 1000 beds	27.4648

Classification	Year	Rate
Catering Officer	80 – 120 beds	26.3106
	120 – 200 beds	26.9841
	200 – 300 beds	27.4684
	300 – 500 beds	28.7917
	500 – 1000 beds	31.0010
Apprentice Cook	1 <sup>st</sup> Year	14.5527
	2 <sup>nd</sup> Year	19.9911
	3 <sup>rd</sup> Year	22.4237
Apprentice Gardener	1 <sup>st</sup> Year	12.3904
	2 <sup>nd</sup> Year	14.6392
	3 <sup>rd</sup> Year	19.3748
	4 <sup>th</sup> Year	21.8075
Community Care Employee	New Entrant	20.8215
	Grade 1	22.2221
	Grade 2	23.2035
	Grade 3	24.6921
Community Services Coordinator	Grade 1	26.3579
	Grade 2	29.4533
Live In Housekeeper	Grade 1 amount per day	219.1805
	Grade 2 amount per day	246.8143
	Grade 3 amount per day	284.7739
Clerical and Administrative Employee Junior	16 years and under	20.5680
	17 years and under	20.5680
	18 years and under	20.5680
	19 years and under	20.5680
	20 years and under	20.5680
Clerical and Administrative Employee Adult	Grade 1	23.6997
	Grade 2	25.0110
	Grade 3	26.3933
	Grade 4	27.1258
	Grade 5	28.3191

7. Casual employees and overtime - for clarity, a casual employee shall be entitled to overtime on a daily basis, where they work more than a full time equivalent rostered shift, so long as that shift is 8 hours or greater. Where no full time staff are rostered for that shift, overtime shall apply to any hours worked in excess of 10.
8. Notwithstanding Undertaking 7 above, the ordinary rostered shift for casual employees shall be up to 8 hours in duration in the following classifications:
  - a) Assistant in Nursing
    - i. 1st Year
    - ii. 2nd Year
    - iii. 3rd Year
  - b) Assistant in Nursing (Experienced)

- i. 1st Year
  - ii. 2nd Year
  - iii. Thereafter Years
- c) Care Service Employee
  - i. Junior
  - ii. New Entrant
  - iii. Grade 1
  - iv. Grade 2

All hours worked in addition to 8 per shift for the foregoing casual classifications, shall be considered overtime.

9. Abandonment of Employment – notwithstanding Clause 36 of the Agreement, if an employee's employment is terminated at the Employer's initiative, the Employer shall provide Notice of Termination (or payment in lieu thereof) in accordance with the National Employment Standards (NES).

10. Clause 19.2 of the Agreement is amended by replacing the time "7.00pm" with the time "6.00pm".

These undertakings are provided on the basis of queries raised by the Commission in the application before the Commission.



Edgar Jackson  
Managing Director  
Northern Coalfields Community Care Association Limited