



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Nurses on Wheels Australia Ltd. T/A Clever Care Now
(AG2022/698)

NURSES ON WHEELS AUSTRALIA LTD. TRADING AS CLEVER CARE NOW AND THE NSWNMA / ANMF NSW BRANCH ENTERPRISE AGREEMENT 2021-2023

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 29 MARCH 2022

Application for the approval of Nurses on Wheels Australia Ltd. trading as Clever Care Now and the NSWNMA / ANMF NSW Branch Enterprise Agreement 2021-2023

[1] An application has been made for approval of an enterprise agreement known as the *Nurses on Wheels Australia Ltd. trading as Clever Care Now and the NSWNMA / ANMF NSW Branch Enterprise Agreement 2021-2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings (*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. The Undertakings are taken to be a term of the Agreement.

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

[6] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under section 183 of the Act that it wants the Agreement

to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers the organisation.

[7] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 5 April 2022. The nominal expiry date of the Agreement is 30 December 2023.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2022/698

Applicant:

Nurses on Wheels Australia Ltd. Trading as Clever Care Now

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Julie Hale, CEO for Nurses on Wheels Australia Ltd trading as Clever Care Now give the following undertakings with respect to the Nurses on Wheels Australia Ltd. trading as Clever Care Now and the NSWNMA / ANMF NSW Branch Enterprise Agreement 2021 – 2023 ("the Agreement"):

1. I have the authority given to me by Nurses on Wheels Australia Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Nurses on Wheels Australia Ltd undertakes that a complete copy of the F17 has been supplied with this Section 190 declaration.
3. Nurses on Wheels Australia Ltd undertakes that it has amended the F17 to reflect accurate comparison of the comparative classification for all Registered Nurses in the Agreement to ensure the correct matching has been completed.
4. Nurses on Wheels Australia Ltd undertakes to provide all safeguards that are provided in the Award as it relates to TOIL and provides certain stipulations such as the ability for TOIL to be paid out at overtime rates after 6 months and on an employee's termination.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application (referenced above) before the Fair Work Commission.



Signature



Date

1

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.

**Nurses On Wheels Australia Ltd.
trading as Clever Care Now
and the NSWNMA / ANMF NSW
Branch**

Enterprise Agreement 2021 - 2023

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2. Title

This agreement is the *Nurses On Wheels Australia Ltd. trading as Clever Care Now and the NSWNMA / ANMF NSW Branch Enterprise Agreement 2021-2023.*

3. Parties and Duration

- (i) This agreement will be binding on:
- (a) All employees of Nurses on Wheels Australia Ltd. t/as Clever Care Now who are employed in classifications listed in Table 1 – Minimum Salaries;
 - (b) Nurses on Wheels Australia Ltd. t/as Clever Care Now (ABN 87 986 106 172) of Suite 3, 355-359 Kingsway, Caringbah; and
 - (c) New South Wales Nurses and Midwives' Association (NSWNMA) (ABN 63 398 164 405) and Australian Nursing and Midwifery Federation NSW Branch (ANMF) (ABN 85 726 054 782) of 50 O'Dea Ave, Waterloo NSW 2015.
- (ii) This agreement shall come into operation from the 7th day after the agreement is approved by Fair Work Commission (FWC) and shall have a nominal expiry date of 30 December 2023
- (iii) The parties to this agreement agree to commence negotiations for a new Agreement by 30 December 2023.

4. Definitions

Unless the context otherwise indicates or requires, the following expressions when used in this Agreement have the meanings shown below:

“Act” means the Fair Work Act 2009.

“Association” or “union” mean the New South Wales Nurses and Midwives’ Association (NSWNMA) and / or the Australian Nursing and Midwifery Federation NSW Branch (ANMF).

“Assistant in Nursing”, means a person, other than a Registered Nurse or Enrolled Nurse (with or without medication qualification) who is employed to provide nursing care and other duties under the direction of a Registered Nurse or Enrolled Nurse.

“Board” means the Nurses and Midwives’ Board of Australia and shall also be taken to mean a reference to Australian Health Practitioner Regulation Authority (AHPRA) as appropriate.

“Employer” means Nurses on Wheels Australia Ltd. trading as Clever Care Now or its successor.

“Enrolled Nurse without medication qualification” means a person registered by the Board as an Enrolled Nurse with the notation “does not hold a Board approved qualification in medicines administration”.

“Enrolled Nurse” means a person registered by the Board as an Enrolled Nurse.

“Enrolled Nurse without medication qualification – Special Grade” means an Enrolled Nurse without medication qualification, with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such an employee is appointed to a position established by the employer.

“Enrolled Nurse – Special Grade” means an Enrolled Nurse with an Advanced Certificate qualification and a minimum of six years full time equivalent post enrolment experience, including three years full time equivalent experience in the relevant clinical area. Such an employee is appointed to a position established by the employer.

“Immediate family”, means:

- a spouse or de facto spouse of the employee; and
- a child or an adult child (including an adopted child, a stepchild, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee.

where “spouse” and “de facto spouse” include the current and former spouses and de facto spouses of the same or opposite sex.

“NES” means the National Employment Standards in the Fair Work Act 2009 as varied from time to time.

“Registered Nurse” means a person registered with AHPRA as such.

“Service” means:

- in relation to salaries all years in which the employee has worked in the profession of nursing for Nurses on Wheels Australia Ltd. t/as Clever Care Now (CCN) or elsewhere; and
- in other cases, includes service identified under clause 44 Savings and all other service with Nurses on Wheels Australia Ltd. t/as Clever Care Now (CCN) including before this agreement was made.

“Sleeper” means the staff member will sleep on-site at the premises of the client for a nominated shift.

5. Employment Categories

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

- full-time;
- part-time; or
- casual.

At the time of engagement an employer will inform each employee, in writing, whether they are employed on a full-time, part-time or casual basis.

(ii) Part-time employment

- a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- b) Employees who were employed up until, and including 31 August 2020 may elect to work a two-hour shift without loss of other employment benefits or conditions.
- c) Employees who commenced on 1 September 2020 or thereafter will be paid a minimum of two ordinary hours pay for each engagement
- d) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- e) The terms of the agreement may be varied by agreement and recorded in writing.

- f) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
 - g) Where a public holiday falls on a day on which a part-time employee would have regularly worked, that employee shall be paid for the hours normally worked on that day.
- (iii) Casual employment
- a) A casual employee is an employee engaged on an hourly basis.
 - b) A casual employee will be paid an hourly rate appropriate to the employee's classification plus a casual loading of 25%.
 - c) A casual employee will be paid a minimum of two hours pay for each engagement.
 - d) A casual employee will be paid shift allowances, overtime and public holiday payments calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

6. Casual Conversion

(i) Objective of this Clause

The objective of this clause is for the employer to take all reasonable steps to provide its employees with secure employment by maximising the number of permanent positions in the employer's workforce, in particular by ensuring that casual employees have an opportunity to elect to become full-time or part-time employees.

(b) Casual Conversion

- (i) A casual employee engaged on a regular and systematic basis for a sequence of periods of employment under this agreement during a calendar period of six months may elect to have his or her ongoing contract of employment reviewed.

Where the employment is to continue, the employment shall be converted to permanent full-time employment or part-time employment.

- (ii) The employer will give the employee notice in writing of the provisions of this sub-clause within four weeks of the employee having attained such period of six months. However, the employee retains his or her right of election under this subclause if the employer fails to comply with this notice requirement.

- (iii) Any casual employee who has a right to elect under paragraph (b)(i), upon receiving notice under paragraph (b)(ii) or after the expiry of the time for giving such notice, may give four weeks' notice in writing to the employer that he or she seeks to elect to convert his or her ongoing contract of employment to full-time or part-time employment, and within four weeks of receiving such notice from the employee, the employer shall consent to or refuse the election, but shall not unreasonably so refuse. Where an employer refuses an election to convert, the

reasons for doing so shall be fully stated and discussed with the employee concerned, and a genuine attempt shall be made to reach agreement. Any dispute about a refusal of an election to convert an ongoing contract of employment shall be dealt with as far as practicable and with expedition through the dispute settlement procedure.

- (iv) Any casual employee who does not, within four weeks of receiving written notice from the employer, elect to convert his or her ongoing contract of employment to full-time employment or part-time employment will be deemed to have elected against any such conversion.
- (v) Once a casual employee has elected to become and been converted to a full-time employee or a part-time employee, the employee may only revert to casual employment by written agreement with the employer.
- (vi) If a casual employee has elected to have his or her contract of employment converted to full-time or part-time employment in accordance with paragraph (b)(iii), the employer and employee shall, in accordance with this paragraph, and subject to paragraph (b)(iii), discuss and agree upon:
 - (1) whether the employee will convert to full-time or part-time employment; and
 - (2) if it is agreed that the employee will become a part-time employee, the number of hours and the pattern of hours that will be worked either consistent with any other part-time employment provisions of this agreement;

Provided that an employee who has worked on a full-time basis throughout the period of casual employment has the right to elect to convert his or her contract of employment to full-time employment and an employee who has worked on a part-time basis during the period of casual employment has the right to elect to convert his or her contract of employment to part-time employment, on the basis of the same number of hours and times of work as previously worked, unless other arrangements are agreed between the employer and the employee.

- (vii) Following an agreement being reached pursuant to paragraph (vi), the employee shall convert to full-time or part-time employment. If there is any dispute about the arrangements to apply to an employee converting from casual employment to full-time or part-time employment, it shall be dealt with as far as practicable and with expedition through the dispute settlement procedure.
- (viii) An employee must not be engaged and re-engaged, dismissed or replaced in order to avoid any obligation under this subclause.

7. Salaries & Allowance Increases

- (i) The minimum rates of pay to be paid to employees are set out in Table 1 - Salaries.

Employees will be paid the minimum rate relevant to his or her years of service. "Service", for the purpose of this clause, means service in the profession of nursing in New South Wales or elsewhere.

- (ii) (a) Employees will be paid on a fortnightly basis.
 - (b) The employer will pay net wages, after deduction of income tax, into each employee's nominated account with a bank or other financial institution, subject to any agreement between the employer and employee for an alternative method of payment.
 - (c) The employer has fixed a regular pay day each fortnight for the payment of wages. The pay day may be changed by the employer after agreement between the employer and the employees.
- (iii) **Wage Increases**
- (a) Nurses' wages will be increased as follows:
 - i. 1% from 1 July, 2021
 - ii. 2% on or after the first full pay period commencing on or after 1 July 2022
 - iii. 0.5% on or after the first full pay period commencing after 1 July 2023
 - (b) The minimum rates of pay are set out in Table 1 of this agreement.

(iv) Allowance increases

Allowances payable are listed in Table 2 of this agreement and will be increased according to that table.

8. Hours

- (i) **Ordinary Hours of Work** - The ordinary hours of work for a full-time employee are 38 hours a week or an average of 38 per week averaged over no more than 152 hours over 28 days.
- (ii) **Shift Length** – Rostered shifts or ordinary hours of work per day will be eight hours except shifts of between four and ten ordinary hours may be rostered by agreement between the employer and an employee. Rostered hours shall be continuous except for a meal break or where an employee has agreed to work a broken shift (see sub-clause 13 for broken shift arrangements.)

9. Rosters

- (i) The employer will display a roster setting out employees' daily ordinary working hours and starting and finishing hours in a place conveniently accessible to employees at least 14 days before the commencement of the roster period.
- (ii) Once posted, the hours an employee is rostered may be varied by agreement.

- (iii) An employee will be allowed a rest break of ten hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift.
- (iv) Sleep-overs and overnight shifts may be offered to staff who were employed prior to 31 August 2020, and by agreement with the Employee, such shifts may be rostered. For staff who commenced employment on or after 1 September 2020, CCN may roster sleep-overs and overnight shifts consistent with the Employee's contract of employment and the terms of this Agreement.
- (v) If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

10. Unpaid Rostered Days Off (RDO)

A minimum of two clear days each week or four clear days off each fortnight will be provided to each employee. These RDOs will be allocated in blocks of two or more consecutive days.

11. Paid Additional Days Off (ADOs)

- (i) Additional Days Off (ADOs) are in addition to Rostered Days Off (RDOs).
- (ii) Full time employees who work 8 hour shifts are entitled to 12 ADOs per annum.
- (iii) Full time employees working 10 hour shifts are entitled to 1 ADO each 5 weeks.
- (iv) The employee's ADO shall be scheduled in the roster on a regular basis at a time mutually agreed between the employee and the employer. Where practicable such ADO shall be consecutive with rostered days off duty.
- (v) Once set, the ADO may not be changed in a current cycle unless there are genuine unforeseen circumstances prevailing. Where such circumstances exist and the ADO is changed, another day shall be substituted in the current cycle. Should this not be practicable the day must be given and taken in the next cycle immediately following.
- (vi) Only with the agreement of the CEO can an employee's ADOs be accumulated, except that an ADO may be accumulated where the employee has not been able to take an ADO in the current or the following cycle.
- (vii) ADOs cannot be paid out except for ADOs accumulated but not taken as at the date of termination of the employee, in which case they will be paid out at ordinary rates.

12. Breaks

(i) Meal Breaks

An employee who works more than 5 hours will be entitled to an unpaid meal break of between 30 and 60 minutes.

(ii) Tea Breaks

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

13. Broken Shifts

- (i) An employee may agree to work a broken shift.
- (ii) A "broken shift" for the purposes of this clause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
- (iii) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (iv) Payment for a broken shift shall be at ordinary pay plus, where relevant, penalty rates, shift allowances and casual loading in accordance with the relevant clauses of this agreement. The shift allowance to be paid will be determined by the commencing time of the broken shift.
- (v) The provisions of clause 18 Overtime shall apply with the added proviso that all work performed beyond the maximum span of 12 hours for a broken shift will be paid at a minimum of double ordinary pay.

14. Higher Grade Pay

- (i) An employee required to perform the normal duties of a higher grade than that in which the employee is regularly employed shall, in addition to the normal salary, be paid the difference between the normal salary and that of the higher grade; provided that:
 - (a) Higher grade pay is payable on the basis of the position relieved in and not the employee relieved.
 - (b) Higher grade pay is not payable where the employee relieving is on the same incremental scale as the employee being relieved.
- (ii) Where an employee is required to act in the higher grade in accordance with subclause (i) for a period of at least two consecutive working days during which a public holiday occurs, such public holiday shall be deemed to be a working day for the purposes of subclause (iii).
- (iii) Periods of acting of less than two consecutive working days shall not be taken into account.

15. Shift Allowances for Weekday Work (other than on a Public Holiday)

- (i) Employees working afternoon shift shall be paid the following percentages in addition to the ordinary rate for such shift; provided that employees who work less than 38 hours per week shall only be entitled to the additional rates where the afternoon shift finishes subsequent to 6.00 pm:

Afternoon shift commencing at 10am and before 1pm - 10%

Afternoon shift commencing at 1pm and before 4pm - 12.5%

Night shift commencing at 4pm and before 4am – 15%

Night shift commencing at 4am and before 6am – 10%

- (ii) For the purposes of this clause, day and afternoon shift shall be defined as follows:

"Day shift" means a shift which commences at or after 6am and before 10am.

"Afternoon shift" means a shift which commences at or after 10am and before 4pm.

"Night shift" means a shift which commences at or after 4pm and before 6am on the following day.

- (iii) Employees whose ordinary working hours include work on a Saturday, Sunday and/or a Public Holiday shall be paid in accordance with clause 16, and those rates shall be in substitution for and not cumulative upon the shift premiums prescribed in subclause (i) of this clause.

16. Shift Allowances for Weekend and Public Holidays

- (i) An employee rostered to work ordinary hours on weekends and public holidays will be paid as follows:

(a) Saturday - time and one-half (150%)

(b) Sunday – time and three quarters (175%)

(c) Public holidays - double time and one-half (250%)

- (ii) The ordinary working hours for employees may be altered to provide for a system of variable working hours, subject to prior agreement being reached between the employer and the Association and subsequent agreement of the employee/s affected.

17. Minimum Payment for Weekends and Public Holidays

Full time employees will be paid a minimum of 7.6 hours for each day worked at the appropriate weekend/public holiday penalty rate for ordinary hours worked on a weekend or a public holiday (including for broken shifts).

18. Overtime

(i) Reasonable Overtime

- (a) Employees shall work reasonable overtime when required by the employer.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- (c) What is unreasonable or otherwise will be determined having regard to:
 - any risk to the employee health and safety;
 - the employee's personal circumstances including any family and carer responsibilities;
 - the needs of the facility;
 - the notice (if any) given by the employer of the overtime and by the employee of his or her intention to refuse it; and
 - any other relevant matter.

(ii) Overtime Rates

- (a) All time worked by a permanent full time employee in excess of her or his rostered shift or ordinary hours per day, consistent with clause 8 (ii), will be paid at the relevant overtime rate as in (c) below.
- (b) All hours worked by a part time or casual employee in excess of eight ordinary hours in a day will be paid at the relevant overtime rate as in (c) below.
- (c) Relevant overtime rates are:
 - 150% of the ordinary rate of pay for the first two hours and 200% thereafter where the work is performed on a weekday and before noon on a Saturday;
 - 200% of the ordinary rate of pay for other hours worked on a Saturday;
 - 200% of the ordinary rate of pay where the hours are worked on a Sunday;
 - 250% of the ordinary rate of pay where the hours are work on public holidays with a minimum payment of four hours work for each start.
- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the weekday, weekend and public holiday premiums paid for ordinary hours prescribed in clauses 15 and 16.

(iii) Overtime Meal Breaks and Meal Allowance

- (a) Where an employee works overtime for one and one-half hours or more prior to the commencement of ordinary hours or immediately after the ceasing time of ordinary hours she or he will be allowed a meal break of 20 minutes (paid at the appropriate overtime rate) and paid a meal allowance as set out in Table 2 – Allowances.

- (b) An employee who, other than as part of his/her ordinary rostered-on hours and not immediately prior to or following ordinary hours, is required to work continuously for a period of four hours shall be allowed a meal break of 20 minutes (paid at the appropriate rate) and shall be paid a meal allowance as set out in Table 2 - Allowances.
- (c) A further meal break of 20 minutes shall be allowed, and a meal allowance as set out in Table 2 will be paid, after the expiration of the second period of four hours' continuous work not being part of the employee's ordinary rostered-on hours; provided that work continues after the expiration of such time.
- (d) Meal breaks prescribed in this sub-clause shall be taken as they fall due, or otherwise by mutual arrangement.

(iv) Call Back

- (a) An employee who is recalled to work overtime after leaving his/her place of work shall be paid for a minimum of four hours' work for each time so recalled, at the appropriate overtime rate; provided that any subsequent call-backs occurring within the four-hour period shall not attract any additional payment other than the appropriate rate; and provided further that, except in the case of unforeseen circumstances arising, the employee shall not be required to work the full four hours if the job he/she was recalled to perform is completed in a shorter period.
- (b) This subclause (18(iv)) shall not apply in cases where the overtime is predetermined, or where it is customary for an employee to return to his/her place of work to perform a specific job outside his/her ordinary working hours, or where overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.

(v) Time in Lieu of Overtime

- (a) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed upon with the employer.
- (b) An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- (c) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

(vi) Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the

commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

19. Make-up Time

An employee may request and, with the consent of the employer, work "make-up time", under which the employee takes time off ordinary hours and works those hours at a later time during the spread of ordinary hours, at the ordinary rate of pay.

20. Expenses and Allowances

- (i) All reasonable out-of-pocket and travelling expenses incurred by an employee in the discharge of his/her duties shall be paid by the employer and, where practicable, in weekly or fortnightly payments.
- (ii) Where it is deemed necessary to carry out employee duties employees will be provided with the use of an appropriate vehicle, or a vehicle allowance to undertake their duties. Use of any employer-provided vehicle is subject to the employee's strict compliance with employer policy in regard to the use of the vehicle.
- (iii)
 - (a) Employees who are required, as part of the normal course of their duties, to drive a vehicle shall be reimbursed the cost of holding a New South Wales red, silver or gold driver's licence, whichever is applicable.
 - (b) Where a driver's licence of more than one year's duration has been reimbursed, and:
 - (1) the employee's service is terminated for any reason; or
 - (2) the employee's licence is revoked, suspended or cancelled,then the employer shall be entitled to deduct from the wages or salary due to the employee the balance of the yearly proportionate value of the licence.
- (iv) The employer shall provide employees with a mobile phone and / or other communication device. Use of any employer-provided phone/communication device is subject to the employee's strict compliance with the employer's policy.

21. Uniforms and Laundry Allowance

- (i) The employer will provide the following number of suitable and serviceable shirts to employees when they commence employment with Clever Care Now:
- Full time employees will be given three shirts;
 - Part time employees will be given two shirts; and
 - Casual employees will be given one shirt.

If the shirts have not been provided by the date this agreement comes into operation they will be provided within four weeks of that date.

- (ii) ~~—The shirts will be replaced in 2023.~~
- (iii) In a calendar year each employee will also be reimbursed for the purchase of pants and or skirts up to the amount shown in Table 2. The employer will require the employee to provide receipts for the amount of each reimbursement.
- iv) Each employee will be paid a laundry allowance as in Table 2.

22. On-Call Allowance

- (i) An employee required by his/her employer to be on-call for duty shall be paid an allowance as set out in Table 2 for each period of 24 hours or part thereof; provided that one allowance shall be payable in any period of 24 hours.
- (ii) An employee who is directed to remain on-call during a meal break shall be paid an allowance as set out in Table 2.
- (iii) An employee on-call shall be entitled to be reimbursed all reasonable fares and expenses actually incurred.

23. Public Holidays

- (i) The following shall be observed as public holidays:
- New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Labour Day, Christmas Day, Boxing Day; and
 - any other part day, day or days declared a public holiday throughout the State or the municipality.
- (ii) In any pay period in which any of the abovementioned public holidays fall, the salary shall be paid without deduction.
- (iii) When a public holiday as prescribed by this clause occurs on an employee's rostered day off or Additional Day Off, while employed on a seven-day-a-week roster, he/she shall be paid an ordinary day's pay for each such day in addition to his/her ordinary week's pay.

- (iv) Full time employees not employed on seven-day-a-week roster will receive a day's ordinary pay for public holidays that occur on their Rostered Day Off
- (v) Where an employee's Additional Day Off falls on a public holiday, another day, determined by the employer in consultation with the employee, will be taken instead within the same four or five week work cycle where practical.
- (v) Part time employees who are rostered off on a public holiday where they would ordinarily work will be paid their ordinary pay for that day.
- (vi) All ordinary hours worked on a public holiday will be paid at double time and one-half (250%) of the ordinary rate of pay.

24. Clever Care Now Day

Each employee is entitled to a Clever Care Now Day – an additional day of leave each calendar year. This day is to be taken at a mutually agreed time within the calendar year in which it becomes available.

25. Annual Leave

Annual Leave is provided for in the NES. This agreement provides additional provisions.

(i) **Accrual**

(a) For every year of service:

- (1) A shift-worker for the purpose of the NES is entitled to 6 weeks of paid annual leave.

For the purposes of this clause a shift-worker is defined as an employee who:

- is regularly rostered over seven days of the week; and
- regularly works on weekends
- For the purposes of clause 26 "Regular" shall be defined as working 32 shifts or more.

- (2) All other employees are entitled to 5 weeks of paid annual leave.

(b) An employee's entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of duty and accumulates from year to year.

(ii) **Taking Annual Leave**

- (a) Paid annual leave may be taken for a period agreed between an employee and his or her employer.
- (b) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

- (c) Employees are encouraged to take leave each year.

(iii) Excessive Annual Leave Accruals

(a) Excessive Leave Accrual: General Provisions

- (1) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks paid annual leave (or 12 weeks paid annual leave for a shift-worker, as defined by clause 25 (i) (a)).
- (2) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (3) Clause 25 (iii) (b) sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (4) Clause 25 (iii) (c) sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

(b) Excessive leave accruals: employer direction that leave be taken

- (1) If an employer has genuinely tried to reach agreement with an employee under clause 25(iii)(a)(2) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (2) However, a direction by the employer under clause 25(iii)(b)(1):
 - is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25 (iii) (a), (b) or (c) or otherwise agreed by the employer and employee) are taken into account; and
 - must not require the employee to take any period of paid annual leave of less than one week; and
 - must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (3) The employee must take paid annual leave in accordance with a direction under clause 25(iii)(b)(1) that is in effect.
- (4) An employee to whom a direction has been given under clause 25 (iii) (b) (1) may request to take a period of paid annual leave as if the direction had not been given.

NOTE 1: Paid annual leave arising from a request mentioned in clause 25 (iii)(b)(4) may result in the direction ceasing to have effect.

NOTE 2: Under section 88(2) of the Fair Work Act, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

(c) Excessive Leave Accruals: Employee request for leave

- (1) This clause (clause 25 (iii) (c) comes into operation from 1 July 2017.
- (2) If an employee has genuinely tried to reach agreement with an employer under clause 25(iii)(a)(2) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (3) However, an employee may only give a notice to the employer under clause 25(iii)(c)(2) if:
 - the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - the employee has not been given a direction under clause 25(iii) (a) that, when any other paid annual leave arrangements (whether made under clause 25 (iii) (a), (b) or (c) or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (d) A notice given by an employee under clause 25 (iii)(c)(2) must not:
 1. if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 25(iii) (a), (b) or (c) or otherwise agreed by the employer and employee) are taken into account; or
 2. provide for the employee to take any period of paid annual leave of less than one week; or
 3. provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 4. be inconsistent with any leave arrangement agreed by the employer and employee.
- (e) An employee is not entitled to request by a notice under clause 25 (iii)(c)(2) more than 5 weeks paid annual leave (or 6 weeks paid annual leave for a shift-worker, as defined by clause 25 (i) in any period of 12 months.
- (f) The employer must grant paid annual leave requested by a notice under clause 25 (iii)(c)(2).

(iv) Cashing Out Annual Leave and Leave Loading

(a) One-Off

- (1) An employee may cash out up to 10 weeks annual leave by applying in writing within two months of the date this agreement becomes operational. The leave will be paid out within the following two months.
- (2) After the cashing out, the employee's remaining accrued entitlement to paid annual leave must be no less than 4 weeks;
- (3) The cashing out of paid annual leave will be detailed in a written agreement between the employer and the employee; and
- (4) the employee will be paid at least the full amount that would have been payable to the employee had the foregone leave been taken (including the leave loading).

(b) Ongoing / annual arrangement

In subsequent years:

- (1) **Shift-workers** - an employee who accrues 6 weeks a year annual leave - who has taken 5 weeks annual leave in the preceding 12 months may cash out up to 5 weeks annual leave in each 12 months. The employee must apply by 31 October and the leave will be paid out in the December of the same year.
- (2) **Non-shift-workers** – an employee who accrues 5 weeks a year annual leave - who has taken 4 weeks annual leave in the preceding 12 months may cash out up to 4 weeks pay out of annual leave in each 12 months. The employee must apply by 31 October and the leave will be paid out in the December of the same year.
- (3) The following conditions also apply to the cash out arrangements in (b) (1) and (2):
 - after the cashing out the employee's remaining accrued entitlement to paid annual leave must be no less than 4 weeks;
 - each cashing out of a particular amount of paid annual leave will be detailed in a written agreement between the employer and the employee; and
 - the employee will be paid at least the full amount that would have been payable to the employee had the foregone leave been taken (including the leave loading).

(v) Public holidays /other leave during annual leave period

- (a) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.
- (b) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment for example for community service leave, the

employee is taken not to be on paid annual leave for the period of that other leave or absence.

26. Annual Leave Loading

- (i) In addition to their ordinary pay, an employee, other than a shift-worker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (ii) Shift-workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (iii) For the purpose of this clause (clause 26) "shift-worker" is defined broadly - any employee who receives additional penalties for working shifts.

27. Payment of Annual Leave and Loading on Termination

Accrued annual leave and annual leave loading is paid to an employee when their employment is terminated by the employee or by the employer.

28. Long Service Leave

- (i) An employee's entitlement to long service leave will be in accordance with the provisions of *the Long Service Leave Act 1955* (NSW) subject to the following provisions of this clause. Should there be any inconsistency between that legislation and this clause, the provision which is most beneficial to the employee shall prevail.
- (ii) (a) For an employee employed up until and including 31 August 2020, upon completion of 10 years' continuous service, shall be entitled to long service leave on ordinary pay as follows:

<i>Length of Service</i>	<i>Entitlement</i>
After 10 years' service	13 weeks
After 15 years' service	19.5 weeks
After 20 years' service	30.5 weeks
For every completed period of 5 years' service thereafter	11 weeks

Employees who commence on or after 1 September 2020, upon completion of 10 years' continuous service, shall be entitled to long service leave on ordinary pay as follows:

<i>Length of Service</i>	<i>Entitlement</i>
After 10 years' service	13 weeks
After 15 years' service	18.5 weeks
After 20 years' service	28.5 weeks
For every completed period of 5 years' service thereafter	9 weeks

- (b) Where an employee has completed at least 5 years' service but less than 10 years' service, and is terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity, domestic or other pressing necessity, or retirement (after 60 years of age), or by reason of the death of the employee, the employer shall pay to such employee (or in the case of death, to the employee's legal personal representative) a proportionate amount of long service leave on the basis of 1.3 weeks per year of continuous service.
 - (c) In the case of an employee with 10 years continuous service with the employer but less than 15 years, and whose services with the employer are terminated or cease for any reason, long service leave will be a proportionate amount on the basis of 1.3 weeks for each year of continuous service.
 - (d) When the service of an employee with 15 years or more continuous service is terminated or ceases for any reason, the employee's long service leave entitlement shall be on the basis of 1.3 weeks for each year of continuous service up to 15 years, and on the basis of 2.2 weeks for each year of continuous service after 15 years.
 - (e) When a proportionate calculation of long service leave is required, it will be on the basis of the total number of completed years of continuous service, and pro rata for each completed month in the last part-year of continuous service (if any).
 - (f) Any previously taken period of accrued long service leave will be deducted from the calculations above.
- (iii) Long service leave shall be taken at a time mutually arranged between the employer and employee.
 - (iv) For the purpose of calculating long service leave entitlement in accordance with subclause (i) of this clause, all prior continuous service consistent with Clause 44 Savings, shall be recognised as service for the purposes of long service leave.
 - (v) Payment to an employee proceeding on long service leave shall be made by the employer in the regular pay cycles or if requested by the employee in a lump sum when the employee enters upon the leave.
 - (vi) For the purpose of this clause, service shall include any period of service with the Australian Defence Force provided that the employee enlisted or was called up directly from the service of Clever Care Now.

- (vii) Any leave without pay (other than unpaid personal/carer's leave and unpaid parental leave) taken by the employee during the period of employment with the employer will not be counted towards the period of continuous service, but such unpaid leave will not break the continuity of service.
- (viii) "Ordinary pay" is to be calculated in accordance with the Long Service Leave Act.
- (ix) Long service leave provided by this clause shall be exclusive of annual leave, but inclusive of any other holidays occurring during the taking of any period of long service leave.
- (x) When the service of the employee ceases by reason of the employee's death, the employer shall upon request by the employee's legal personal representative pay to the employee'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.

29. Personal / Carers Leave

- (i) Personal / carers leave is provided for in the NES.
- (ii) Employees, other than casual employees are entitled to paid personal/carers leave of ten days on full pay for each year of service. Casual employees are eligible for unpaid personal/ carers leave (see below).
- (iii) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- (iv) An employee may take paid personal/carers leave if the leave is taken:
 - (a) because the employee is not fit for work because of a personal illness or injury; or
 - (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.
- (v) Where an employee's personal/carers leave is exhausted, the employer may grant such additional paid personal/carers leave as, in its opinion, the circumstances may warrant.
- (vi) If an employee becomes sick, injured or is required to undertake caring responsibilities while on annual leave and produces evidence that would satisfy a reasonable person, the annual leave not taken because of the illness / injury / caring responsibilities will be re-credited to the employee.
- (vii) If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work

purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

- (viii) If the employee becomes sick or injured whilst on long service leave and produces at the time satisfactory medical evidence that he/she is unable to derive benefit from his/her long service leave, he/she shall be granted, at a time convenient to the employer, additional leave equivalent to the period of sickness or injury occurring within the scheduled period of long service leave; provided that the continuous period of sickness or injury is equivalent to at least one-quarter of the period of long service leave taken or two weeks, whichever is the shorter period; and provided further that such leave shall be debited against his/her personal/carer's leave entitlement.

(ix) Notification and proof of leave

- (a) An employee shall, wherever practicable, give the employer notice, prior to the absence, of the intention to take leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity.
- (b) The employer may require an employee to provide evidence that would satisfy a reasonable person of the reason for personal / carers leave of two or more consecutive days or after three separate periods in each service year. Evidence that would satisfy a reasonable person includes a medical certificate, statutory declaration or other evidence.

(x) Unpaid Leave for Caring Purpose

- (a) The NES also provides for unpaid carer's leave of 2 days for each occasion. This is available to casual employees (who have no access to paid personal/carer's leave) and to other staff after they have exhausted their paid entitlement.
- (b) An employee may elect, with the consent of the employer, to take further unpaid leave for caring purposes.

30. Compassionate Leave

- (i) Employees are eligible to compassionate leave under the NES.
- (ii) An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - (a) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (b) sustains a personal injury that poses a serious threat to his or her life; or
 - (c) dies.

31. Community Service Leave

- (i) Employees are eligible for community service leave under the NES.
- (ii) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if the period consists of one or more of the following:
 - (a) time when the employee engages in the activity;
 - (b) reasonable travelling time associated with the activity;
 - (c) reasonable rest time immediately following the activity; andunless the activity is jury service—the employee’s absence is reasonable in all the circumstances.
- (iii) Each of the following is *an eligible community service activity*:
 - (a) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (b) a voluntary emergency management activity; or
 - (c) an activity prescribed in the Fair Work Act regulations.
- (iv) Jury Service
 - (a) An employee required to attend for jury service during his/her ordinary working hours shall be reimbursed by the employer up to a maximum of ten days for each jury service summons, an amount equal to the difference between the amount paid in respect of his/her attendance for jury service and the amount of wage he/she would have received in respect of the ordinary time he/she would have worked had he/she not been on jury service.
 - (b) An employee shall notify the employer as soon as possible of the date upon which he/she is required to attend for jury service. Further, the employee shall give the employer proof of his/her attendance and the amount received in respect of such jury service.

32. Ceremonial leave

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

33. Parental Leave

- (i) The National Employment Standards (NES) in the Fair Work Act contain the detail of the entitlement to unpaid Parental Leave. This section of this agreement provides a brief overview of some elements of this entitlement.

Parental Leave Pay (up to 18 weeks at the National Minimum Wage rate) is also provided by the Federal Government.

CCN agrees to pay 6 weeks parental leave to the primary carer if they are a CCN employee.

- (ii) An employee, other than a casual employee, is entitled to unpaid parental leave under the NES if they have completed at least 12 months of continuous service with the employer.
- (iii) Some casual employees are also eligible for unpaid parental leave – see the NES for the detail.
- (iv) An employee is entitled to 12 months of unpaid parental leave if:
 - (a) the leave is associated with:
 - (1) the birth of a child of the employee or the employee's spouse or de facto partner; or
 - (2) the placement of a child with the employee for adoption; and
 - (b) the employee has or will have a responsibility for the care of the child.
- (v) An employee may request his or her employer to agree to an extension of unpaid parental leave for a further period of up to 12 months immediately following the end of the available parental leave period.
 - (a) The request must be in writing, and must be given to the employer at least 4 weeks before the end of the available parental leave period.
 - (b) The employer must give the employee a written response to the request stating whether the employer grants or refuses the request. The response must be given as soon as practicable, and not later than 21 days after the request is made.
 - (c) The employer may refuse the request only on reasonable business grounds.
 - (d) If the employer refuses the request, the written response under subsection (b) must include details of the reasons for the refusal.
 - (e) The employer must not refuse the request unless the employer has given the employee a reasonable opportunity to discuss the request.
- (vi) Where it is inadvisable for a pregnant employee to continue in her present position because of:
 - (a) illness, or risks, arising out of her pregnancy; or
 - (b) hazards connected with that position.

and the employee provides proof of this, the employer must transfer the employee to an appropriate safe job if one is available, with no other change to the employee's terms and conditions of employment for the risk period.

If there is no appropriate safe job available the employee is entitled to paid no safe job leave.

- (vii) If:
 - (a) an employee is on unpaid parental leave; and
 - (b) the employer makes a decision that will have a significant effect on the status, pay or location of the employee's pre-parental leave position;the employer must take all reasonable steps to give the employee information about, and an opportunity to discuss, the effect of the decision on that position.
- (viii) Upon completion of unpaid parental leave, an employee is entitled to return to:
 - (a) the employee's pre-parental leave position; or
 - (b) if that position no longer exists—an available position for which the employee is qualified and suited nearest in status and pay to the pre-parental leave position.

34. Requests for Flexible Working Arrangements

- (i) Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- (ii) An employee may request a change to working arrangements if the following circumstances apply to the employee:
 - a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - c) the employee has a disability;
 - d) the employee is 55 or older;
 - e) the employee is experiencing violence from a member of the employee's family;
 - f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

- (iii) To avoid doubt, and without limiting (ii), an employee who:
 - a) is a parent, or has responsibility for the care, of a child; and
 - b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

- (iv) An employee other than a casual employee is entitled to make a request if the employee has completed at least 12 months of continuous service with the employer immediately before making the request.
- (v) A long-term casual employee who is a long-term employee of the employer immediately before making the request and who has a reasonable expectation of continuing employment on a regular and systematic basis is entitled to make a request.
- (vi) The request must:
 - a) be in writing; and
 - b) set out details of the change sought and of the reasons for the change.
- (vii) The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.
- (viii) The employer may refuse the request only on reasonable business grounds
- (ix) If the employer refuses the request, the written response under (vii) must include details of the reasons for the refusal.
- (x) Without limiting what are reasonable business grounds for the purposes of (viii) reasonable business grounds include the following:
 - a) that the new working arrangements requested by the employee would be too costly for the employer;
 - b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

35. Learning and Development

- (i) **Mandatory Training/Development** - Where an employee is required to complete training or attend internal or professional development training, workshops or programs at the direction of the employer, the employer will be responsible for the cost of the activity and will make time available in working hours.

- (ii) **Study Leave** - Employees who wish to undertake external courses or attend conferences which will better qualify the employee for service with the employer but which are not mandatory, may request education/study leave.

If the request is approved, the employer will provide paid leave to attend the course and may pay for the cost of the conference / training.

The employer will not unreasonably refuse an employee's request for paid leave and payment of costs where it will better qualify the employee for service.

- (iii) **Examination Leave** - Employees required to undertake examinations as part of a non-mandatory course of study approved by the employer will be entitled to paid leave to attend such examinations (up to a maximum of 5 days in each year).
- (iv) **Written Agreement** - The employee will enter into a written agreement with the employer regarding the terms of any education/study leave that is approved by the employer. The terms of the leave, including but not limited to the amount of any payment to the employee and the need for reimbursement of payments if the employee does not attend the course/conference or fails to complete a course/conference, will be determined by the employer. No leave may be taken, nor any payment made to the employee, unless the employee has signed the written agreement.

36. Leave to deal with Family and Domestic Violence

36.1 This clause applies to all employees, including casuals.

36.2 Definitions

(a) In this clause:

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

family member means:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
- (iii) a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

(b) A reference to a spouse or de facto partner in the definition of family member in clause 36.2 (a) includes a former spouse or de facto partner.

36.3 Entitlement to paid and unpaid leave

An employee is entitled to 5 paid days and 5 days unpaid leave to deal with family and domestic violence, as follows:

- (a) the leave is available in full at the start of each 12 month period of the employee's employment; and
- (b) the leave does not accumulate from year to year; and
- (c) is available in full to part-time and casual employees.

Note:

1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.
2. The employer and employee may agree that the employee may take more than 5 days unpaid leave to deal with family and domestic violence.

36.4 Taking unpaid leave

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

- (a) is experiencing family and domestic violence; and
- (b) needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

36.5 Service and continuity

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

36.6 Notice and evidence requirements

(a) Notice

An employee must give their employer notice of the taking of leave by the employee under clause 36. The notice:

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

(b) Evidence

An employee who has given their employer notice of the taking of leave under clause 36 must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 36.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

36.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 36.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 36 prevents an employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should maintain utmost confidentiality and consult with such employees regarding the handling of this information.

36.8 Compliance

An employee is not entitled to take leave under clause 36 unless the employee complies with clause 36.

37. Labour Flexibility

- (i) An employer may direct an employee to carry out such duties as are reasonable and within the limits of the employee's skill, competence and training; provided that such duties are not designed to promote de-skilling and are consistent with their classification.
- (ii) An employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such tools and equipment.
- (iii) Any direction issued by an employer pursuant to subclauses (i) and (ii) of this clause shall be consistent with the employer's responsibility to provide a safe and healthy working environment.
- (iv) Existing provisions with respect to the payment of mixed functions/higher duties allowances shall apply in such circumstances.

38. Notice of Termination of Employment

- (i) The employer, subject to (ii) and (iii) immediately below, will give employees the following minimum periods of written notice of the day of the termination of their employment

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

- (ii) the above periods will be increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given.
- (iii) The employer must not terminate the employee's employment unless:
 - (a) the time between giving the notice and the day of the termination is at least the period (the minimum period of notice) worked out under (i); or
 - (b) the employer has paid to the employee (or to another person on the employee's behalf) payment in lieu of notice of at least the amount the employer would have been liable to pay to the employee (or to another person on the employee's behalf) at the full rate of pay for the hours the employee would have worked had the employment continued until the end of the minimum period of notice.
- (iv) An employee shall give to the employer, two weeks' notice of termination of employment. Provided that the period of notice may be one week upon application by an individual employee and with mutual agreement between an employee and the employer, and the employer shall not unreasonably withhold agreement to such a request.

39. Redundancy

- (i) An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:
 - (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
 - (b) because of the insolvency or bankruptcy of the employer.

- (i) Where redundancy occurs, an employee under 45 years old will be paid redundancy pay in relation to their period of continuous service as follows:

Period of Continuous Service	Redundancy Pay Period
Less than 1 years service	Nil
At least 1 year but less than 2 years service	4 weeks pay
At least 2 years but less than 3 years service	7 weeks pay
At least 3 years but less than 4 years service	10 weeks pay
At least 4 years but less than 5 years service	12 weeks pay
At least 5 years but less than 6 years service	14 weeks pay
At least 6 years service	16 weeks pay

Where redundancy occurs an employee over 45 years old will be paid redundancy pay in relation to their period of continuous service as follows:

Period of Continuous Service	Redundancy Pay Period
Less than 1 years service	Nil
At least 1 year but less than 2 years service	5 weeks pay
At least 2 years but less than 3 years service	8.75 weeks pay
At least 3 years but less than 4 years service	12.5 weeks pay
At least 4 years but less than 5 years service	15 weeks pay
At least 5 years but less than 6 years service	17.5 weeks pay
At least 6 years service	20 weeks pay

40. Disciplinary Procedure

- (i) Where an employee's work performance or conduct is considered to be unsatisfactory, the employee shall be informed in the first instance of the nature of the unsatisfactory performance or conduct and of the required standard to be achieved, by the employee's immediate supervisor or other appropriate officer of the employer.

Unsatisfactory work performance or conduct may include neglect of duties, absenteeism and non-compliance with safety standards. A written record of such initial warning shall be kept on the appropriate file. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

The employer will provide appropriate training / education to the employee to assist them to meet the required standards.

- (ii) Where there is a recurrence of the unsatisfactory performance or conduct, the employee shall be warned formally in writing by the appropriate officer of the employer and counselled.

Counselling should reinforce the standard of work or conduct expected and, where the employee is failing to meet these required standards, a suitable review period set for monitoring the employee's performance, the severity of the situation and whether disciplinary action will follow should the employee's work performance or conduct not improve. Any necessary training will be provided by the employer. A written record shall be kept of such formal warning and counselling. The employee shall be entitled to sight and sign such written record and add any notations regarding the contents of such record.

- (iii) If the employee's unsatisfactory performance or conduct continues or resumes following the formal warning and counselling, the employee shall be given a final warning, in writing, giving notice of disciplinary action should the unsatisfactory work performance or conduct not cease immediately.
- (iv) If the employee's performance or conduct does not improve after the final warning, further disciplinary action shall be taken under the terms of the agreement.
- (v) This shall not affect the rights of the employer to suspend or take other disciplinary action before and/or during the above procedure in cases of misconduct or where the employee's performance warrants such action.
- (vi) Either the employer or the employee may request the presence of an Association representative at any stage in the above procedure.
- (vii) This procedure shall not affect either party's right to substitute the dispute resolution procedure of this agreement or to notify the Fair Work Commission as to the existence of an industrial dispute.
- (viii) Employees shall have access to their personal file and may take notes and/or obtain copies of the contents of their file.

41. Appointments and Promotions

- (i) An appointment or promotion to a new or vacant position within Clever Care NOW shall be made in accordance with merit. When assessing the merit of the application, the following criteria shall be considered:
 - (a) qualifications, specialist knowledge and skills possessed;
 - (b) relevant experience in the field of the new or vacant position;
 - (c) performance in previous position;
 - (d) personal attributes and potential possessed.

- (ii) Where requested, internal applicants shall be given the reasons in writing for not being appointed

42. Dispute Resolution

- (i) This clause sets out procedures to settle disputes about the employment relationship including:
 - (a) a matter arising under the agreement; or
 - (b) the National Employment Standards;
- (ii) An employee who is a party to such a dispute may appoint a representative for the purposes of the procedures in this clause.
- (iii) 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.
- (iv) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- (v) The Fair Work Commission may deal with the dispute in 2 stages:
 - (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (1) arbitrate the dispute; and
 - (2) make a determination that is binding on the parties.
 - (c) While the parties are trying to resolve the dispute using the procedures in this clause:
 - (1) 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
 - (2) 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:
 - the work is not safe; or
 - applicable work health and safety legislation would not permit the work to be performed; or
 - the work is not appropriate for the employee to perform; or
 - there are other reasonable grounds for the employee to refuse to comply with the direction.

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

43. Consultation

43.1 Consultation regarding major workplace change

- (i) Employer to notify
 - (a) 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.
 - (b) **Significant effects** include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this award makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (ii) Employer to discuss change
 - (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 42.1, 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.
 - (b) 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 42.1.
 - (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

43.2 Consultation about changes to rosters or hours of work

- (a) 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.

- (b) The employer must:
- 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);
 - 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
 - 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.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other award provisions concerning the scheduling of work and notice requirements.

44. Flexibility Term

- (ii) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- (a) the agreement deals with 1 or more of the following matters:
- arrangements about when work is performed;
 - overtime rates;
 - penalty rates;
 - allowances;
 - leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.
- (ii) The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

- (iii) The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - the terms of the enterprise agreement that will be varied by the arrangement; and
 - how the arrangement will vary the effect of the terms; and
 - how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (iv) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (v) The employer or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - b) if the employer and employee agree in writing—at any time.

45. Savings

- (i) All accrued entitlements at the date this agreement comes into operation shall be recognised by the employer. The parties agree this includes both the recognition of service and leave accrued as detailed in:
- (a) the *Nurses on Wheels Inc. Nurses' (State) Award* (except for the August Bank holiday in 2015 and 2016);
 - (b) annual leave as in the *Nurses Award 2010* from 1 January 2011; and
 - (c) conditions in the National Employment Standards from 1 January 2010, where they were superior to the *Nurses on Wheels Inc. Nurses' (State) Award*.

- (ii) All new accrual arrangements introduced by this agreement commence at the date this agreement comes into operation. (For clarity: salaries and allowances vary according to the specific provisions in the relevant clause and table of this agreement. The change to the Sunday shift allowance from 200% to 175% applies from the operational date of this agreement).
- (iii) If an employee requests, the employer will provide a statement of their accrued entitlements as at the date this agreement comes into force.

Note to Clause 44 Savings: The employer continues to recognise the provisions of the *Nurses on Wheels Inc. Nurses' State Award*, as above, up to the date this agreement comes into operation except for the NES and Nurses Award provisions where these were higher.

46. Classification Definitions

Assistant in nursing

Assistant in Nursing means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

Nursing care

Nursing care means:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's Bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered nurse to carry out the work described for the registered nurse classification below.

Enrolled nurses

Enrolled nurse-pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:

- having satisfactorily completed a hospital-based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
- having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

- The employee has limited or no practical experience of current situations; and
- The employee exercises limited discretionary judgment, not yet developed by practical experience.

Enrolled nurse-pay point 2

(a) Pay point 2 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- having satisfactorily completed a hospital-based course of general training in nursing of more than 12 months duration and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) Skill indicators

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

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

- requiring assistance in complex situations and in determining priorities.

Enrolled nurse-pay point 3

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
The employee is required to demonstrate some of the following in the performance of their work:
- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
 - observation and assessment skills to recognise and report deviations from stable conditions;
 - flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
 - communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled nurse-pay point 4

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

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

Enrolled nurse-pay point 5

- (a) Pay point 5 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
 - the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.
- (c) Skill indicators
The employee is required to demonstrate some of the following in the performance of their work:
- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
 - responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
 - efficiency and sound judgment in identifying situations requiring assistance from an RN.

Registered nurses

Registered nurse-level 1 (RN 1)

- (a) An employee at this level performs their duties:
- (i) according to their level of competence; and
 - (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

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

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

47. Progression Through Pay Points

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions above and knowledge gained through experience in the practice settings over such a period.

48. Table 1 – Minimum Salaries

* FFPP = First Full Pay Period

	Minimum hourly Rate	Minimum hourly Rate	Minimum hourly Rate
	from the FFPP* commencing on or after	from the FFPP* commencing on or after	from the FFPP* commencing on or after
Classification	1/07/2021	1/07/2022	1/07/2023
	1.00%	2.00%	0.50%
Assistant in Nursing			
1 st year	23.2642	23.7295	23.8482
2 nd year	24.0069	24.4870	24.6095
3 rd year	24.7636	25.2589	25.3851
4 th year & thereafter (& holder of relevant Certificate III qualification)	25.5260	26.0366	26.1667
Enrolled Nurses			
1 st year	28.5503	29.1213	29.2669
2 nd year	29.1823	29.7660	29.9148
3 rd year	29.8002	30.3962	30.5481
4 th year	30.4351	31.0438	31.1991
5 th year & thereafter	31.0757	31.6972	31.8557
Special Grade	32.0421	32.6830	32.8464
Endorsed Enrolled Nurses			
1 st year	29.1823	29.7660	29.9148
2 nd year	29.8002	30.3962	30.5481
3 rd year	30.4351	31.0438	31.1991

4 th year	31.0757	31.6972	31.8557
5 th year & thereafter	31.7049	32.3390	32.5007
Special Grade	32.6800	33.3336	33.5002
Registered Nurses			
1 st year	30.8823	31.4999	31.6574
2 nd year	32.5614	33.2126	33.3787
3 rd year	34.2406	34.9254	35.1001
4 th year	36.0448	36.7657	36.9495
5 th year	37.8344	38.5911	38.7840
6th year	39.6153	40.4076	40.6097
7th year	41.6517	42.4847	42.6972
8th year & thereafter	43.3659	44.2332	44.4543

49. Table 2 - Allowances

* FFPP = First Full Pay Period

	1/07/2021	1/07/2022	1/07/2023
	1.00%	2.00%	0.50%
Overtime meal allowance per occasion	31.0171	31.6374	31.7956
On-call allowance			
- On a rostered day off per 24 hours or part thereof i.e. minimum payment	61.9837	63.2234	63.5395
- Other per 24 hours or part thereof i.e. minimum payment	30.7545	31.3696	31.5264

On-call during meal break allowance per occasion	15.1298	15.4324	15.5096
Sleepover rate/night in addition to hours of service provision	151.5000	154.5300	155.3027
Laundry allowance per week	6.4943	6.6242	6.6573
Pant/Skirt reimbursement (maximum annual payment)	107.7064	109.8605	110.4098
Vehicle allowance	\$0.75/km	\$0.75/km	\$0.75/km

Schedule A – Special Paid Leave

CNN employees have access to five days paid special leave per year (for COVID-19) prior to accessing their own accrued leave. This will be granted to employees who are unable to work because they are:

- Self-isolating due to travel or close contact COVID-19 exposure
- Caring for family members sick with COVID-19
- Caring for family members due to closure of school/day care
- Unable to attend work due to transport disruptions or workplace closure
- A vulnerable health worker who, following completion of a risk assessment, is unable to be redeployed to a lower COVID-19 risk environment and is unable to work from home or self-isolation

The special leave will be provided on a pro-rata basis for part time staff.

Where an employee is self-isolating on special leave and becomes sick for any reason; at that point the employee should transition onto sick leave. Where sick leave is exhausted, CNN may grant additional sick leave on a case-by-case basis. Special Paid Leave does not accrue on a year-to-year basis

Signature Page

Signed for and on behalf of Nurses on Wheels Australia Ltd. t/as Clever Care Now
ABN: 87 986 106 172 by:

HARRY SHEFFIELD / CHAIR

DEBBIE CROWLEY / DIRECTOR

Name/Role:

Name/Role:





Signature:

Signature:

Date: 11/3/2022

Date: 11/3/2022

Signed for and on behalf of New South Wales Nurses and Midwives' Association (NSWNMA) and / or the Australian Nursing and Midwifery Federation NSW Branch (ANMF) by:

.....
Name/Role:

.....
Name/Role:

.....
Signature:

.....
Signature:

Title and explanation of authority to sign the Agreement

.....
.....

Brett Holmes

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

O'Bray Smith

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2022/698

Applicant:

Nurses on Wheels Australia Ltd. Trading as Clever Care Now

Section 185 – Application for approval of a single enterprise agreement


Undertaking- Section 190

I, Julie Hale, CEO for Nurses on Wheels Australia Ltd trading as Clever Care Now give the following undertakings with respect to the Nurses on Wheels Australia Ltd. trading as Clever Care Now and the NSWNMA / ANMF NSW Branch Enterprise Agreement 2021 – 2023 ("the Agreement"):

1. I have the authority given to me by Nurses on Wheels Australia Ltd to provide this undertaking in relation to the application before the Fair Work Commission.
2. Nurses on Wheels Australia Ltd undertakes that a complete copy of the F17 has been supplied with this Section 190 declaration.
3. Nurses on Wheels Australia Ltd undertakes that it has amended the F17 to reflect accurate comparison of the comparative classification for all Registered Nurses in the Agreement to ensure the correct matching has been completed.
4. Nurses on Wheels Australia Ltd undertakes to provide all safeguards that are provided in the Award as it relates to TOIL and provides certain stipulations such as the ability for TOIL to be paid out at overtime rates after 6 months and on an employee's termination.
5. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application (referenced above) before the Fair Work Commission.



Signature



Date