



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

DPG Services Pty Ltd T/A Opal Aged Care
(AG2016/3911)

OPAL AGED CARE (NSW) ENTERPRISE AGREEMENT 2016

Aged care industry

COMMISSIONER JOHNS

SYDNEY, 23 AUGUST 2016

Application for approval of the Opal Aged Care (NSW) Enterprise Agreement 2016.

[1] On 14 July 2016 DPG Services Pty Ltd T/A Opal Aged Care (**Applicant**) made an application for approval of the *Opal Aged Care (NSW) Enterprise Agreement 2016* (**Agreement**). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (**Act**). The Agreement is a single-enterprise agreement.

[2] The Agreement was lodged within 14 days after it was made.

[3] The Commission is satisfied that each of the requirements of ss 186, 187 and 188 of the Act, as are relevant to this application for approval, has been met.

[4] The Health Services Union of Australia, the New South Wales Nurses and Midwives' Association and the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2), the Commission notes that the Agreement covers the organisations.

[5] The Agreement is approved. In accordance with s 54 of the Act the Agreement will operate from 30 August 2016. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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Opal Aged Care (NSW) Enterprise Agreement 2016

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Part 1—Application and Operation

1. Title

This Agreement is the Opal Aged Care (NSW) Enterprise Agreement 2016.

2. Duration and Scope

This agreement will commence from the date specified by Fair Work Commission and will nominally expire on 30 June 2019.

This Agreement contains all the terms and conditions of employment for employees covered by the agreement and shall apply to all employees employed pursuant to the classifications listed in Schedule A and Schedule B employed by the employer.

3. Definitions and Interpretation

3.1. In this agreement, unless the contrary intention appears:

Associations/Unions means the NSWNMA, ANMF NSW Branch, and the HSU New South Wales

Act means the Fair Work Act 2009 (Cth)

Aged care industry means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility including in the home

FWC means the Fair Work Commission

Employee has the meaning in the Act

Employer has the meaning in the Act

Immediate family has the meaning in the NES as the following:

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

NES means National Employment Standards set out under Chapter 2, Part 2-2 of the Act

- 3.2. Where this agreement refers to an entitlement provided for in the NES, the NES definition applies.

4. Coverage

This Agreement shall cover the following:

- (a) DPG Services Pty Ltd (ABN 38090007999) and its trading facilities in NSW; and
- (b) any aged care facilities in NSW acquired by Opal Aged Care by its related companies or, which may open for trading under any related companies in Opal Aged Care during the term of this agreement; and
- (c) subject to the requirements of the Fair Work Act, the HSU (*Health Services Union*) New South Wales; the New South Wales Nurses and Midwives' Association and the Australian Nursing Midwifery Federation NSW Branch.

This Agreement shall apply to all employees of the employer performing work within the classifications contained in this agreement and employed by a residential aged care facility listed in schedule E.

5. Access to the Agreement and the National Employment Standards

The employer must ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at the workplace or through electronic means.

6. The National Employment Standards and this Agreement

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that employee. The provisions in this Agreement otherwise apply.

7. Agreement Flexibility

The employer and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of the terms of this Agreement subject to it being made in accordance with the *Fair Work Act 2009* and Schedule 2.2 of the *Fair Work Regulations 2009*. The relevant employee may appoint a representative for the purposes of the procedures in this term.

Part 2—Consultation and Dispute Resolution

8 Consultation regarding major workplace change

8.1 This term applies if the employer:

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

Major change

8.2 For a major change referred to in paragraph 8.1 (a)

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 8.3 to 8.9 apply.

8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.4 If:

- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.

8.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and

(iii) any other matters likely to affect the employees.

- 8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2 (a) and subclauses 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Consultation about changes to rosters or ordinary hours of work

- 8.10 For a change referred to in paragraph 8.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses 8.11 to 8.15 apply.
- 8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.12 If:
- (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
- the employer must recognise the representative.
- 8.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees the introduction of the change; and

- (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (iv) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

8.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

8.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.

8.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 8.1.

9. Dispute Resolution

9.1. In the event of a dispute about any matter, under this Agreement, or the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.

9.2. An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

9.3. If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 9.1 have been taken, a party to the dispute may refer the dispute to the FWC.

9.4. Unless otherwise stated in this Agreement, the parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.

9.5. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.

9.6. While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act, and in accordance with custom and practice at the workplace. Subject to applicable occupational health and safety legislation, an employee

must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

10 Workload Management

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

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

- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution still cannot be identified and implemented, the matter should be referred to the Facility Manager for further discussion. The Facility Manager will respond within 48 hours.
- (c) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion. The senior manager will respond within a further 48 hours.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.

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

- (a) clinical assessment of residents' needs;
- (b) the demand of the environment such as facility layout;
- (c) statutory obligation, (including, but not limited to, workplace health and safety legislation);
- (d) the requirements of nurse regulatory legislation;
- (e) reasonable workloads;
- (f) accreditation standards;
- (g) budgetary considerations; and
- (h) occupancy

10.4. If the issue is still unresolved, the employee/s may advance the matter through Clause 9- Dispute Resolution with the exception of referring to the FWC. Arbitration of workload management issues by the FWC may only occur by agreement of the employer and the relevant Association.

Part 3—Types of Employment and Termination of Employment

11. Types of Employment

11.1. Employment categories

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

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

At the time of engagement an employer will inform each employee whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

11.2. Full-time employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to clause 22 (a) of this agreement.

11.3. Part-time employment

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b)
 - (i) Before commencing part-time employment, the employer and employee will agree in writing the guarantee minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
 - (ii) Notwithstanding the overtime provisions prescribed in this Agreement, a part time employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time employee which exceeds 10 hours per day or 76 hours in a fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
 - (iii) No part-time employee shall be directed to work in excess of their rostered ordinary hours.
- (c) A part-time employee will be rostered to a minimum of three hours for each engagement. This minimum engagement excludes recall to work (clauses 31.6 and 31.7) and attendance at meetings and mandatory training (clause 48).
- (d) The terms of the agreement in (b) may be varied by agreement and recorded in writing.

- (e) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (f) Offer of additional hours or shifts will be made to part-time employees in the first instance.

11.4. Annual review of part-time hours

- (a) At the written request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident.
- (b) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.5. Casual employment

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

Overtime rates shall only be payable to a casual when he/she works in excess of 10 hours per day, or 38 hours per week or 76 hours per fortnight depending on the pay period. Payment of such overtime penalties shall be on the hourly rate (1/38th) and be in lieu of the casual loading.

11.6. Casual conversion

- (a) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request in writing conversion to permanent employment:
 - (i) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or
 - (ii) on a part-time basis where the employee has worked a regular number of hours each week or fortnight (depending upon the roster) throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
- (b) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request. Arbitration of an employee's request for conversion may only occur by agreement of the employer and the relevant Association.
- (c) The employer may also request a casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks to consider conversion to permanent employment. The employee may consent to or refuse such a request.
- (d) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work, for example maternity leave relief.

12. Recognition of Service and Experience

- 12.1 From the time of commencement of employment an employee has three months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. Employees are to provide documentary evidence in the first instance however in the absence of this evidence a statutory declaration may be considered as evidence.
- 12.2 Until such time as the employee provides any such documentation contemplated in subclause 12.1 the employer shall pay the employee at the level for which proof has been provided.
- 12.3 If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the Employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 12.4 If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three month period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the employer.

- 12.5 An employee who is working in the same classification for more than one organisation shall notify the employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- 12.6 An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.

13 Termination of Employment

13.1. Notice of termination by the employer

At the time of termination the employer must provide the following periods of notice to all employees other than casuals

Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

An employee over 45 years of age is entitled to 1 extra weeks' notice if the employee has completed at least 2 years of continuous service.

The employer however must also provide 2 weeks' notice to Registered Nurses and Aged Care Level 7 employees whose length of service is not more than 1 year.

Casuals are to be given notice to the end of their current shift worked.

13.2. Notice of termination by the employee

At the time of termination the employee must provide to the employer the same periods of notice as listed in 13.1, with the exception of Registered Nurses and Aged Care Level 7 employees, who must provide 2 weeks' notice to the employer where their length of service is not more than 1 year.

Casual employees shall only be required to give notice to the end of their current shift worked.

If the employee fails to give notice or fails to work their allocated notice period the employer may withhold any monies due to the employee on termination under this Agreement an

amount not exceeding the employee's ordinary rate of pay for the notice period. This amount may only be withheld with the written consent of the employee.

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

13.3. Payment of wages

If the employer gives notice of termination to an employee, termination payments will be made by way of Electronic Funds Transfer within three business days of the end of the termination pay period.

If an employee gives notice of termination to the employer, termination payments will be made by way of Electronic Funds Transfer in the next pay cycle immediately following the end of the termination pay period. In unforeseen circumstances however the employer will review the date the termination payment will be made.

The employer will give the employee a statement of service signed by the employer stating the period of employment and when the employment was terminated.

13.4. Abandonment of employment

Where an employee is absent from work for a continuous period of two working days without consent of the employer, and without notification to the employer, the employer will attempt to contact the employee by telephone. If such attempt is unsuccessful, the employer will be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for his or her absence within two days of receipt of such request, the employee will be considered to have abandoned employment.

14 Redundancy

14.1. 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 & customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

14.2. Minimum payments

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

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

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

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

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

- (i) shift allowances
- (ii) weekend penalties
- (iv) climatic and isolation allowances
- (v) Broken shift allowance
- (vi) Any other entitlements;

14.3. Transfer to lower paid duties

Where an employee is transferred to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal

to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

14.4. Employee leaving during notice period

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

14.5. Job search entitlement

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

Part 4—Minimum Wages and Related Matters

15 Classifications

- 15.1. Nursing classification definitions are set out in Schedule A—Classification Definitions.
- 15.2. Aged Care classification definitions are set out in Schedule B —Classification Definitions.
- 15.3. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16 Minimum Weekly Wages

- 16.1 A minimum weekly wage increase will apply from the commencement of the first full pay period on or after 1 July 2016 in respect of Year One (1) of this Agreement as per wage schedule C.

A minimum weekly wage increase will apply from the commencement of the first full pay period on or after 1 July 2017 in respect of Year Two (2) of this Agreement as per wage schedule C.

A minimum weekly wage increase will apply from the commencement of the first full pay period on or after 1 July 2018 in respect of Year Three (3) of this Agreement as per schedule C.

- 16.2 The employer will do an annual review of the minimum weekly wages set out in schedule C to ensure the rates do not fall behind those prescribed in the applicable modern awards.

17 Progression

For progression for all classifications under this agreement, refer to Schedule A (Nursing) and Schedule B (Aged Care) and Clause 44.

18 Allowances

The following allowances do not apply to employees classified at Registered Nurse levels 4 or 5.

The vehicle allowance will be increased annually in accordance with the ATO rate for a mid-sized vehicle.

The allowance rates are set out in Schedule D

18.1. Clothing and equipment (nursing & non nursing classifications)

- (a) Employees required by the employer to wear uniforms will be supplied with an adequate number of uniforms, shoes, a cardigan or jacket, socks and stockings appropriate to the occupation free of cost to employees. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (b) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform-allowance at the rate set out in item 1 – uniforms of Schedule D per week.

Instead of the provision of shoes, cardigan or jacket, stockings and socks, the employer may, by agreement with the employee, pay such employee allowances at the rates set out in item 2 – shoes, item 3 – cardigan/jacket, item 4 – stockings and item 5 – socks of Schedule D per week.
- (c) Where an employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a weekly laundry allowance at the rate set out in item 6 of Schedule D.
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days.
- (e) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

18.2. Meal allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the rate prescribed in Schedule D.
 - (i) When required to work after the usual finishing hour of work beyond two hours or, in the case of shiftworkers, when the overtime work on any shift exceeds two hours at the rate set in item 7 of Schedule D will be paid.
 - (ii) Provided that where such overtime work completed by an employee exceeds four hours a further meal allowance at the rate set out in item 8 of Schedule D will be paid.
- (b) Clause 18.2(a) will not apply when an employee could reasonably return home for a meal within the meal break.
- (c) The meal allowance will be paid as part of the next pay cycle.

18.3. On call allowance

- (a) An on call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:
 - (i) Between rostered shifts or ordinary hours Monday to Friday inclusive – the amount set out in item 9 of Schedule D.
 - (ii) Between rostered shifts or ordinary hours on a Saturday – the amount set out in item 10 of Schedule D.
 - (iii) Between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the employee is not rostered to work – the amount set out in item 11 of Schedule D.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

18.4. Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in item 12 in Schedule D.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

- (c) An employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in item 12 of Schedule D when the employee uses a motor car in those circumstances.

Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 18.4(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes

18.5. Continuing education allowance [nursing classifications only]

- (a) A Registered Nurse or Enrolled Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Levels 4 & 5 unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A Registered Nurse or Enrolled Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 13 in Schedule D.
- (h) A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 14 of Schedule D.
- (i) A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 15 of Schedule D.
- (j) An Enrolled Nurse who holds a relevant certificate IV or diploma qualification in a clinical field (not including a certificate IV or diploma qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the

employer to be directly relevant to the competency and skills used by the Enrolled Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 16 of Schedule D.

- (k) The allowances set out in sub-clauses 18.6 are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (l) A Registered Nurse or Enrolled Nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

18.6. In charge allowance [nursing classifications only. This allowance is not payable to RN Levels 2 or above by virtue of their in charge role.]

- (a) A Registered Nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 17 (for less than 100 beds) or Item 18 (for 100 or more beds) in Schedule D.
- (b) A Registered Nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to his or her appropriate salary, the per shift allowance set out in Item 19 in Schedule D.

18.7. Medication Allowance [nursing Classification Only]

A Nursing Assistant who holds a relevant medication competency certification and is endorsed by Opal to assist with the delivery of medications for high care residents under the supervision of a Registered Nurse shall be paid the medication allowance set out in item 26 in schedule D. To be eligible for this allowance the Nursing Assistant must be performing the role of Medication Nurse Assistant as appointed.

18.8. ACFI Link Allowance [Nursing Classification Only]

An employee who is selected by the employer to assist in the role of ACFI Link Nurse shall be paid an ACFI Link Nurse allowance per shift as set out in Item 28 in schedule D. To be eligible for this allowance the employee must be performing the role of ACFI Link nurse as appointed.

18.9. Leading hand allowance [aged care Classifications only]

A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.

A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

Leading hand in charge of:	Weekly allowance
2-5 other employees	Item 20 of Schedule D

6-10 other employees	Item 21 of Schedule D
11-15 other employees	Item 22 of Schedule D
16+ other employees	Item 23 of Schedule D

This allowance will be part of salary for all purposes of this agreement.

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

18.10. Service allowance (applies only to those aged care employees formally covered by Aged Care General Services (State) Award in NSW).

- (i) All employees appointed before 1 October, 1986, shall, after 10 years' continuous service with the same employer, be paid in addition to the rates prescribed in Clause 15; Minimum Weekly Wages, a long service bonus of the amount set out in the following scale:

For 20 years of service and over 10%.

- (ii) Payments due under this clause shall be made on the usual pay day when other payments under this agreement are made.
- (iii) Continuous service with the same employer prior to the commencement of this agreement shall be taken into account for the purposes of this clause.
- (iv) For the purpose of this clause, continuous service shall not be deemed to have been broken by absence from the place of employment whilst a member of the defence forces of the Commonwealth in time of war or for periods of unpaid leave granted to the employee by the employer.

18.11. Nauseous work allowance [aged care classifications only]

- (a) The allowance set out in item 24 of Schedule D per hour or part thereof will be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid a minimum sum set out in item 25 of Schedule D for work performed in any week.

18.12. Tool Allowance [Aged Care Classifications]

The employer will provide all necessary tools for chefs and cooks to perform their duties.

19 Payment of Wages

- (a). Wages will be paid fortnightly, unless otherwise mutually agreed in writing up to a monthly maximum period.
- (b). Employees will be paid by, electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- (c). When an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.
- (d). If an employee gives notice of termination to the employer, termination payments will be made to the employee in accordance with clause 13.3.
- (e). Notwithstanding the above, an employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of clause 19 (c) and 19 (d) for example bank error or delay.
- (f). Where an underpayment of wages and or allowances occurs by reason of an error in calculation by the employer involving 2.5% or more of the employee's net weekly wage, the payment will be corrected within 5 working days at the request of the employee.
- (g). This shall not apply where the employer and employee are in genuine dispute as to whether the monies are owed to the employee.

20 Superannuation

- (a) Superannuation legislation

Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies. The superannuation fund nominated in the agreement will offer a MySuper product. The default fund is the Health Employees Superannuation Trust of Australia (HESTA).

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

- (b) Employer contributions

An employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

(c) Casual employees

The employer will pay superannuation payments for casual employees in accordance with the superannuation legislation.

(d) Voluntary employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 20(b).
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (iii) The employer must pay the amount authorised under clauses 20 (d)(i) or 20(d)(ii) no later than 28 days after the end of the month in which the deduction authorised under clauses 20d)(i) or 20(d)(ii) was made.

(e) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 20(b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 21(b) and pay the amount authorised under clauses 20(d)(i) or 20(d)(ii) to one of the following superannuation funds:

- (i) Health Employees Superannuation Trust of Australia (HESTA)
- (ii) AMP Superannuation Fund;
- (iii) Any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund. The employer reserves the right to initiate a review of its default superannuation fund during the life of this agreement.

21. Salary Packaging to Superannuation Fund

- (a) Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance with the salary packaging agreement. The salary packaging arrangements pertain only to packaging superannuation contributions.

- (b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- (c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- (d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- (e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- (f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

Part 5—Hours of Work and Related Matters

22 Ordinary Hours of Work

- (a) The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 152 hours per 4 week period, and will be worked either:
 - (i) in a period of 28 calendar days of not more than 20 work days in roster cycle;
 - (ii) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
 - (iii) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.
- (b) The hours of work on any day will be continuous except for meal breaks.

23 Span of Hours

- (a) The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- (b) A shiftworker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 23(a).

24 Rostered Days Off

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

25 Rest Breaks between Rostered Work

An employee will be allowed a rest break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. Except by agreement where it can be 10 hours taking into consideration such factors as fatigue prevention. Provided also that an employee shall work no more than two quick shifts in any period of seven days i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than 10 hours, unless the employee requests additional quick shifts in the roster period and the manager agrees.

26 Accumulation and Taking of Accrued Days Off (ADOs)

- (a) This clause will only apply to full time employees.
- (b) Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in clause 22(a)(ii), ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- (c) With the consent of the employer, ADOs may be accumulated up to a maximum of five in any one year.
- (d) Where an employee has accumulated the maximum ADO accrual and has not taken same within the required period the employer will pay out the entitlement at ordinary pay within six months of the date on which the accrued ADOs were meant to have been taken.
- (e) Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- (f) The employer will schedule the taking of ADOs and display them on the roster. Scheduling decisions will be based on the needs of the workplace and will have regard to employee's preferences.
- (g) Wherever possible ADOs will be consecutive with rostered days off prescribed in clause 24.
- (h) Once set, ADOs may not be changed, except in accordance with Clause 27 Rostering.
- (i) ADOs will not be rostered on public holidays.

27. Rosters

- (a) Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.

- (b) The roster will set out employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least fourteen days before the commencement of the roster period.
- (c) In the case of nurses 15 minutes handover time will be rostered at each shift change.
- (d) It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (e) Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- (f) Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- (g) This clause will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.

28. Broken Shifts – [Aged care Classifications Only]

With respect to broken shifts:

- (a) Broken shifts for the purpose of this clause means a shift worked by an employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 32.1 – Shiftwork, with shift allowances being determined by the commencing time of the broken shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

29. Saturday and Sunday Work

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

- (b) Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, all employees excluding home care employees will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- (c) Casual employees, will be paid in accordance with clauses 29 (a) and 29 (b). The rates prescribed in clauses 29 (a) and 29 (b) will be in substitution for and not cumulative upon the casual loading prescribed in clause 11.5 (b).
- (d) These extra rates will be in substitution for and not cumulative upon the shift penalties prescribed at clause 32 – Shiftwork.

30. Breaks

30.1. Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is required to remain available for duty during a meal break, the employee will be paid an 'on call during meal break allowance' as provided for in Item 27 in Schedule D, provided such that only one allowance shall be payable in any period of 24 hours. If an employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.

30.2. Tea breaks

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

Hours Worked	Tea Break (Paid)	Meal Break (Unpaid)
Work less than 4 hours	No tea break	No meal break
Work 4 hours or more but less than 5 hours	One 10 minute tea break	No meal break
Work 5 hours or more but less than 8 hours	One 10 minute tea break	One meal break of 30 minutes or up to 60 minutes by agreement
Work 8 hours or more but less than 10 hours	Two 10 minute tea breaks with one taken in the first half of the work hours and the second taken in the second half of the work hours. Alternatively, one 20 minute tea break during your work hours at an agreed time	One meal break of 30 minutes or up to 60 minutes by agreement

Work 10 hours or more	Two 10 minute tea breaks with one taken in the first half of the work hours and the second taken in the second half of the work hours. Alternatively, one 20 minute tea break during your work hours at an agreed time.	Two meal breaks of 30 minutes or up to 60 minutes by agreement
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31 Overtime

31.1. Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 22—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Saturday (inclusive)—time and a half for the first two hours and double time thereafter;
 - (ii) Sunday—double time;
 - (iii) Public holidays—double time and a half.
- (b) Overtime penalties as prescribed in clause 31.1(a) do not apply to Registered Nurse levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 29 -Saturday and Sunday work and clause 32-Shiftwork.

31.2. Part time employees

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

31.3. Time off instead of payment for overtime

This clause does not apply to RN levels 4 and 5.

- (a) By mutual agreement, a full-time or part-time employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:
 - (i) Time off instead of overtime must be pre-approved by the Facility Manager.

- (ii) Time off instead of payment for overtime must be taken at ordinary rates within three months of it being accrued, at a mutually agreed time between the employee and the employer, taking into consideration the operational needs of the business.
- (iii) Where it is not possible for an employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (iv) An employee cannot be compelled to take time off instead of overtime.

31.4. Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) 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.

31.5. Rest break during overtime

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

31.6. Recall to work when on call

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

31.7. Recall to work when not on call

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

spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

32 Shiftwork

32.1. Employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate, for such shift. Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

- (a) 10% for afternoon shift commencing after 10:00 a.m. and before 1:00 p.m.
- (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
- (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
- (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.
 - (i) The shift penalties prescribed in this clause will not apply to shiftwork performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 29 —Saturday and Sunday work and clause 35—Public holidays applies.
 - (ii) The provisions of this clause will not apply to Registered Nurse levels 4 and 5.

33 Higher Duties

An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) full day or shift where the time so worked exceeds two hours

Higher duties allowance does not apply to Registered Nurse levels 4 and 5, unless in the case where a Registered Nurse Level 4 is engaged in carrying out Registered Nurse Level 5 duties for a period exceeding two weeks. In such cases the employee will be paid in accordance with the appropriate Registered Nurse Level 5 rate as prescribed in Schedule C for the full period of the relieving.

Part 6—Leave and Public Holidays

34 Annual Leave

Annual leave is provided for in the NES.

34.1. Quantum of annual leave

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:

- (i) Full time employees – four weeks annual leave
- (ii) Full time shift workers – five weeks annual leave
- (iii) Part time employees – four weeks annual leave on a pro rata basis
- (iii) Part time shift workers – five weeks annual leave on a pro rata basis

(b) For the purposes of this clause, a shiftworker is an employee who is not a day worker as defined in clause 23 (a) Span of Hours

34.2. Taking of leave

- (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (b) The employer shall give each employee where practicable; three months' notice of the date upon which he or she shall enter upon leave and, in any event, such notice shall not be less than one month.
- (c) An employee may request up to five (5) single annual leave days per annum. A request for a single annual leave day needs to be submitted as soon as practicable prior to the intended leave date. All efforts will be made to approve the leave however the employer retains the discretion to negotiate leave dates to meet the operational needs of the business.

34.3. Payment for annual leave

- (a) Before going on annual leave, an employee may request to be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.
- (b) At the election of the employee such payments may be paid in accordance with the usual pay day relevant to the period of leave being taken.

34.4. Cashing out of annual leave

By mutual agreement of the employer and employee, an employee may "cash out" an amount of annual leave credited to him/her (in lieu of the amount of annual leave) subject to the following:

- a) An employee may elect to "cash out" an amount of annual leave on one occasion per annum during the life of this Agreement; and
- b) The amount that may be "cashed out" per annum during the life of this Agreement is any of the accrued leave in excess of four weeks; and
- c) On each occasion the employee wishes to "cash out" an amount of annual leave the employee must take a minimum of 1 weeks pro – rata annual leave; and

- d) On each occasion the employee wishes to “cash out” an amount of annual leave, the employee must advise the employer in writing, of the employees election to “cash out” an amount of annual leave and the amount of annual leave to be “cashed out”; and
- (e) An employee cashing out leave will be paid at least the full amount that would have been payable to the employee had the employee taken the leave that they are forgoing.”
- (f) In a case of genuine hardship or emergency a second written application for cashing out leave per annum may be made in writing by the employee to the employer. In such cases the employee is not required to take a period of annual leave. The employer will make a decision about whether to grant cashing out of additional leave on the individual circumstances.

In any case, an employee’s “bank” of annual leave accrued must never fall below 4 weeks, or pro – rata equivalent for part time employees based on the average part time hours in the past 6 months, as a result of cashing out annual leave.

34.5. Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - (i). an annual leave loading of 17.5% of ordinary pay; on a maximum of 190 hours/five weeks annual leave per annum.
 - (ii). the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) When the employment of an employee is terminated, and at the time of the termination the employee has not been given and has not taken the whole of an annual leave period to which the employee became entitled, the employee shall be paid their leave loading entitlement for the period not taken.

34.6. Payment of annual leave on termination

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

34.7. Direction to take leave

- (a) Unused annual leave must be no greater than a maximum of 30 days (or the equivalent accrual for part-time employees).
- (b) The employer will notify the employee that they should apply for annual leave within a given timeframe. Employees who do not arrange to take annual leave within the agreed timeframe (after specified time periods have elapsed) may have their leave allocated by the employer.

- (c) The employer has discretion to allow an employee to accrue more than 30 days annual leave only if the employee has plans to take that leave in a reasonable timeframe.

35 Public Holidays

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

35.1. Payment for work done on public holidays

- (a) All work done by an employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the employee elects, the employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at clause 34.5.
- (b) The election in clause 35.1(a) will be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer.
- (c) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (d) For the purposes of this agreement, the following shall be deemed to be public holidays:

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

35.2. In addition to those named public holidays specified in sub-clause 35.1(d), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:

- (a) On the day on which the August Bank Holiday is observed; or
- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;

35.3. Public Holiday Substitution – State Law

- (a) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 35.1(d), then the substituted day or part-day is the public holiday.

- (b) Any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

35.4. Public holiday substitution

An employer and the employees may, by agreement, substitute another day for a public holiday.

35.5. Public holidays occurring on rostered days off

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

35.6. Part-time employees

- (a) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (b) A part-time employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

35.7. Casual employees

- (a) A casual employee will be paid only for those public holidays they work at the total rate of 250% for hours worked.
- (b) Payments under clause 35.7(a) are instead of and replace and are in lieu of any casual loading otherwise payable under this agreement.

36 Ceremonial Leave

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

37 Personal/Carer's Leave

- 37.1. An employee is entitled to 10 days of paid personal/carers' leave for each year of service. All other provisions regarding personal/carers' leave are provided for in the NES.
- 37.2. In addition, an employee may use accumulated personal/carers' leave when on workers compensation only where his or her workers compensation payments are less than his or her normal full pay. In this case a personal/carers' leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

38 Compassionate Leave

An employee is entitled to 2 days of compassionate leave for each occasion when a member of the employee's family or household:

- (i) Contracts or develops a personal illness that poses a serious threat to his or her life or
- (ii) Sustains a personal injury that poses a serious threat to his or her life; or dies

All other provisions regarding compassionate leave are provided for in the NES.

39 Personal/Carer's leave and Compassionate Leave Proof and Notice Requirements:

Notice of absence

As far as is practicable, an employee must inform their supervisor within 24 hours of the commencement of the absence, advising the nature of the absence or incapacity and the estimated duration of the absence.

39.1. Requirement of a Medical Certificate and/or the production of reasonable proof:

- (a) If any personal leave absence due to illness exceeds two consecutive working days, the employee is required to provide a medical certificate, or a statutory declaration, stating the nature of the illness or incapacity involved, covering the total period of the absence.
- (b) To be eligible for carer's leave the employee is required to provide a medical certificate, or statutory declaration, stating that a family/household member is ill or injured and requires the care or support of the employee.
- (c) If an employee intends to take compassionate leave, the employee will, if required by the employer, provide to the satisfaction of the employer reasonable proof of the need to take such leave.
- (d) Notwithstanding 39.1(a), the employer may require an employee to provide a medical certificate or statutory declaration where the absence:
 - (i) is immediately before, during or after a period of annual leave or a public holiday;
 - (ii) or is immediately before or after a day the employee is not rostered to work;
 - (iii) or has been on 6 separate occasions or more within the 6 month period.

40. Long Service Leave

40.1. Provisions for employees shall be in accordance with the relevant NAPSA as follows:

- a) For nursing staff - Nursing Homes, & C., Nurses' (State) Award; and
- b) For all other staff - Aged Care, General Services (State) Award

40.2. However, from 1 January 2015, an employee shall only be entitled to be paid their pro-rata long service on termination after 7 years' service. {If however, an employee is made redundant they will be entitled to be paid their pro- rata service leave after five years' service}.

40.3. Taking of Long Service Leave

- (a) The employee and the employer may agree when the employee is to take long service leave. If the employee and the employer cannot agree, the employer may decide when the employee is to take leave by giving the employee at least 3 months written notice of the date the employee must take at least 4 weeks long service leave. Where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) In such a case, where the employer and employee agree to postpone the taking of leave, the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.
- (c) For the purposes of this clause:
 - (i) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account, and:
 - (ii) Continuous service shall be deemed not to have been broken by: Absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war. Any period of absence on leave without pay not exceeding six months
 - (ii) One month equals four and one-third weeks.

40.4 Subject to subclause 40.1, where an employee has acquired a right to long service leave, then:

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

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

41 Community Service Leave

41.1. Emergency Services Leave

Emergency services leave may be granted to enable employees to attend a community service emergency during their ordinary working hours. This applies only to activities which are not regarded as part of the employee's work at Opal and which are not covered by other forms of leave.

- (a) Employees who are members of the voluntary emergency organisations are required to provide evidence of their membership prior to being eligible to access this as paid leave.

As soon as practicable, employees must request leave to their manager detailing their attendance at an emergency together with proof of their requirement to attend and the length of absence

- (b) Employees shall be paid at ordinary time rates and for ordinary working time only, up to a maximum of 3 days per annum
- (c) Employees whom require periods of absence from the workplace longer than 3 days shall not be unreasonably refused such a request, however it shall be taken as unpaid leave and must take into consideration the operational needs of the business.

41.2. Jury Duty

An employee required to appear and serve as a juror in any court shall be entitled to be paid ordinary hours for the period during which attendance at court is required.

- (a) Employees must as soon as practicable provide proof of their requirement to attend jury duty to their manager. The employee shall provide a copy of the summons to attend jury duty and a record of payments received from the courts as proof of attendance.
- (b) The employee shall be required to reimburse to the Opal any monies payable to the employee from the courts for such attendance (excluding expenses) which required the employee's absence from work.

This clause excludes casual employees.

42 Parental Leave

In addition to Parental Leave provided for in the NES

- (a) Full time and part time employees, who are eligible for unpaid parental leave, will also be entitled to paid parental leave at ordinary pay, from the date the paid parental leave commences.
- (b) Paid parental leave includes:
 - (i) 4 weeks paid maternity leave;

- (ii) 4 weeks maternity leave return to work incentive; please refer to 42 (c)
- (iii) 4 weeks paid adoption leave; and
- (iv) 4 weeks paid partner leave.

(c) Maternity leave return to work incentive

Full time and part time employees who return to work and complete 3 months continuous work will receive a one off payment. This payment will be equivalent to 4 weeks' pay calculated on the hours worked before the leave commenced at their ordinary rate of pay.

- (d) An employee is also entitled to a paid period of 4 weeks special maternity leave because they have been pregnant and the pregnancy has either terminated within 20 weeks of the expected date of confinement resulting in a stillborn birth or there has been a neonatal death.
- (e) Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the employee's entitlement to paid maternity leave.

43 Special Disaster Leave

All permanent employees are entitled to three (3) days paid special disaster leave per calendar year.

Special disaster leave can only be taken as a result of a natural disaster in the specific area the employee lives, and the employee is unable to attend work due to:

- (i) their place of residence being under eminent threat of major damage;
- (ii) the lives of their immediate family or household are threatened;
- (iii) the formal closure of a road(s) which is the employee's normal travel route to work and no alternative travel route is available.

Special disaster leave is non-cumulative and is approved at the discretion of the employer.

Part 7-Other Matters

44. Performance Appraisal & Review

The Employer is committed to employees receiving feedback about their performance so that they are clear about the expectations of their role and the valued contribution that they make toward delivering high quality care for residents. As such, all employees will participate in an annual performance appraisal and review process.

The aims of this process are so that employees:

- a) know what is expected of them;
- b) receive feedback on progress and recognition for good work;

- c) are able to identify opportunities for improvement and development including through nominating relevant training opportunities they would like to pursue;
- d) have increased job satisfaction and motivation through achieving workplace goals,
- e) it also allows the employer to manage people's performance in order to:
- f) improve efficiency & productivity;
- g) develop a culture and climate of trust and respect between employees;
- h) retain & reward high performers;
- i) reward and recognise contributions and accomplishments

In some instances an employee's performance may not be satisfactory. Where an employee has been advised their performance is unsatisfactory and a performance counselling process has commenced, the employee will not progress to the next classification level until they have fully met the standards required within their performance improvement plan timeframe. Such a timeframe shall not exceed 3 months.

If the employee fully meets the required performance standards within the timeframe they will progress to the next classification level and their pay adjusted to the appropriate date the progression would have taken affect.

If, at conclusion of the performance improvement plan, the employee continues to not fully meet satisfactory performance the employee will not be considered for progression until the following review period.

Staff prevented from progression through circumstances beyond their control will not be disadvantaged.

45. Disciplinary Action

Prior to determining whether to discipline, or terminate the employment of an employee on the grounds other than would justify summary dismissal, the Employer shall:

- (a) inform the employee that disciplinary action or the termination of their employment is being considered; and
- (b) advise the employee of the reasons for possible disciplinary action or termination; and
- (c) provide the employee with an opportunity to respond to any allegations regarding their conduct or performance and in the case of possible termination to show cause why their employment should not be terminated.
- (d) An employee shall be given reasonable time to respond

46. Learning and Development

46.1. Learning and development

Training helps improve skills, create an increased enthusiasm for work and contributes to growth and innovation. Opal provides a range of training opportunities for all staff. It is important that the delivery of training achieves the best possible result for the organisation, the staff and deliver a return on time and financial investment. There are three levels of

learning at Opal:

Level 1 Induction

Training is provided in general organisational awareness which ensures that staff members have good working knowledge of the organisation, its departments, and the roles of other staff members.

Level 2 Compliance

Training is provided in mandatory fields, which ensures that staff members are equipped to work in a safe manner, compliant with Occupational Health and Safety Standards and applicable accreditation standards.

Level 3 Discretionary

Training is provided in specific job-related skills training and networking opportunities, which ensure that staff members are equipped to perform their individual workplace roles effectively and efficiently.

All staff members are required to participate at the Induction and Compliance level. Involvement in training at the Discretionary level is dependent on strategic objectives, facility needs, and staff member skill levels, and will be discussed during annual performance reviews or during an internal application process.

Where an approved training program is undertaken during a staff member's ordinary working hours, Opal agree to pay the staff member their ordinary pay.

47 Training for Nurses

- (a) The employer shall provide a minimum of 12 hours of in-service training per annum to Nursing Assistants.
- (b) The employer will make training available to nurses other than Nursing Assistants to assist those employees to maintain professional registration or endorsement.
- (c) The employee shall provide to their employer details of their attendance at in-service training and the employer shall keep a record of this attendance.
- (d) Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
 - (i) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
 - (ii) An employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
 - (iii) Notwithstanding clause 31 Overtime, attendance at such training shall be paid at ordinary rates.
 - (iv) Attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.

48 In Service Education & Training

- (a) All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities including but not limited to:
 - (i) Fire and emergency training,
 - (ii) Manual handling training,
 - (iii) Infection control,
 - (iv) Food handling provided by the employer in each twelve month period or as required
- (b) Where the employee attends compulsory training other than during the course of a rostered shift, the employee shall be entitled to be paid the "ordinary rate" with a minimum 2 hours pay. Such time spent in attendance shall not be viewed as overtime for the purpose of this agreement.

49 Representation of Staff

49.1. The Associations/Unions and the employer will work to develop a respectful relationship based on trust and cooperation within the framework of our respective roles. It is agreed that Opal staff have a right to organisation and representation in their working lives. To give this affect it is agreed that:

49.2. Staff representatives

Opal will recognise and respect the role of staff delegates and Branch Officials. The role will include:

- (i) supporting staff members in grievance or disciplinary procedures
- (ii) posting authorised materials on notice boards and other appropriate places
- (iii) convening meetings of staff to discuss issues
- (iv) representing local issues to appropriate managers
- (v) liaising with the officials of their respective unions

The appropriate union will notify management of their staff delegates at appropriate intervals.

49.3. It is agreed that to carry out this role the staff delegate shall have access to reasonable paid time within their normal working hours to conduct their role. It is not the intent however of this clause that the staff delegate will carry out this role at the detriment of fulfilling their daily duties. They shall also have access where practicable to a telephone, or fax. It is agreed that staff delegates will have access to leave for training in their role and in the representative bodies of their union. This leave will be unpaid however staff delegates may

access the use of annual leave, where approved, for this purpose. The secondment of employees to work with the union may also be agreed from time to time.

49.4. Representative leave to attend union courses or conferences shall be as follows:

- (a) To a maximum of 3 days per calendar year to a recognised staff delegate. Such leave is available for staff representatives providing that:
 - (i) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (ii) that two weeks period of notice is provided to the employer;
 - (iii) the approval of leave must have regard to the operational requirements of the employer;
 - (iv) attendance at such courses or conferences will be unpaid.

Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

50 Requests for flexible working arrangements

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

50.2 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.

50.3 To avoid doubt, and without limiting Clause 50.2, 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.

50.4 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.

- 50.6 A long term casual employee with a reasonable expectation of continuing employment on a regular and systematic basis is entitled to make a request.
- 50.7 The request must:
- a) be in writing; and
 - b) set out details of the change sought and of the reasons for the change.
- 50.8 The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

51. No further Claims

The employees and employer bound by this agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

Subject to an employer meeting its obligations to consult arising under this Agreement or a contract of employment binding on that employer, it is not the intent of this provision to inhibit, limit or restrict an employer's right or ability to introduce change at the workplace.

52. Transition to Retirement

The employer wants to retain its experienced talent by offering options to its employees who are considering retirement through a transition to retirement plan. A transition to retirement plan will allow employees to transition from the workplace into retirement.

Employees need to put a request in writing to their manager for a transition to retirement plan. The request will be discussed between the manager and the employee.

Approval for a transition to retirement plan will need to be approved by the employer and take into consideration the operational needs of the business, standardised rosters, the employees performance and an employee's skills and experience to participate in a transition to retirement plan.

53. Police Checks

- (a) On or after the date this Agreement comes into operation, the employer will pay for police check renewals for permanent employees who have undertaken a minimum of two and a half years continuous service with the employer.
- (b) The employer shall ensure that all checks are conducted in a confidential manner.

54. Workplace Health and Safety

- 54.1. The employer is committed to continuous improvement in health and safety standards and has established consultative arrangements which are in accordance with the relevant occupational health and safety act and regulations. The employer ensures ongoing training and support for managers, supervisors and staff in respect to work health and safety standards.

- 54.2. Any employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the ordinary rate for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this agreement.

54.3. Bullying, discrimination & harassment

The employer is committed to providing a safe and healthy work environment for all employees that is free from harassment, discrimination and bullying. This means that the employer will take all reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours in the workplace.

Where an employee experiences what they believe to be inappropriate workplace behaviours they could take the following actions:

- (a) Tell the person (in a non -aggressive manner) that their behaviour is unacceptable, and that it must stop.
- (b) Seek guidance from their Manager, Regional Manager, Human Resources or Work Health and Safety representative.
- (c) Use the Complaints and Grievance Policy or the Whistleblower Policy to report the behaviour or incident.
- (d) Access the company Employee Assistance Programme (EAP) for confidential counselling services.

It is the responsibility of all employees and managers to behave in a manner that complies with the employers policies related to bullying, harassment and discrimination in the workplace. Any reports of discrimination, harassment or bullying will be treated seriously and all reasonable steps will be taken to investigate and resolve the matter. Nothing in the Agreement prevents an employee from seeking support from any relevant jurisdiction or from engaging with the relevant Associations or another representative.

55 Domestic Family Violence

Any employee who is experiencing domestic violence can raise the issue with their Manager/Supervisor or Human Resources Department in the knowledge that the matter will be treated sympathetically and confidentiality.

55.1. Managers are required to:

- a) Provide a sensitive and non – judgemental approach
- b) Discuss measures to prioritise safety in the workplace and make all reasonable efforts to provide a safe work environment for the employee
- c) Provide employees with access to EAP to provide support in relation to the issues
- d) Contact Human Resources or your Regional/General Manager for advice and assistance; and

- e) Where practicable, work with the employee to grant reasonable leave and adjust work schedules or location if required

55.2 Guidelines for discussing workplace safety in the case of domestic family violence

Employees who are experiencing or escaping domestic family violence, or are supporting an immediate family member or household member who is experiencing or escaping domestic family violence, are encouraged to advise their Manager or Human Resources to ensure support is provided.

The Manager, in conjunction with Human Resources, should consider what safety measures can be put in place in the workplace, including consulting security services where appropriate. They can discuss options for flexible work arrangements or leave that may assist the employee during this time. They can also refer the employee to counselling and support services.

55.3. Leave and Flexible Work Arrangements

The employer will provide special paid leave to employees, other than casuals, who are experiencing or escaping domestic violence and need time off work for:

- a) medical and legal assistance;
- b) court appearances;
- c) counselling;
- d) relocation or to make other safety arrangements.

The amount of leave provided will be determined by the individual's situation through consultation between the employee, the Manager and Human Resources. Employees may also be eligible to access other types of leave such as annual leave, long service leave, personal leave or leave without pay..

The employer may also provide flexible work options to attend to the above mentioned matters or for the employee's safety reasons.

55.4 Applying for leave and/or Flexible Work Arrangements

Employees will need to talk to their Manager to negotiate special leave and/or flexible work arrangements during this time.

Employees should aim to provide as much notice as possible if they will be away on domestic family violence leave. We may also require the employee to provide us evidence about the reason for the leave. This may include a medical certificate, statutory declaration, or a document from the police, a court or a recognised domestic and family violence support service.

55.5. **Payment for Leave**

If you are granted approved leave under this clause you will be paid your ordinary rate of pay for ordinary hours you would have otherwise have worked.

55.6. **Confidentiality**

Information concerning matters of domestic family violence will be treated confidentially by the Manager and Human Resources. Information will only be divulged if required by law or to maintain the safety of the employee or any other employee in the company.

To maintain confidentiality domestic family violence leave will be recorded as "special leave".

55.7. **Return to Work**

The employer will not discriminate against anyone who has been subjected to domestic violence in terms of their existing employment or career development.

When an employee returns to work after leave the employee is encouraged to talk to their Manager if they have any ongoing safety concerns.

55.8. **Perpetrators of Domestic Family Violence in the Workplace**

The employer will not tolerate domestic family violence being perpetrated in or from the workplace.

Any employee who threatens, harasses or abuses a family member, at or from the workplace, will face disciplinary action. This includes using workplace resources such as phones, emails or other means, to threaten, harass and abuse a family member.

56 **Opal Standard Roster**

- a) The employer and employees covered by this Agreement acknowledge and agree that safe staffing arrangements will be in place to ensure quality resident care.
- b) Opal rosters employees in accordance with the Opal standard roster. Opal is committed to the standard roster providing safe staffing for quality care of residents and a fair and reasonable workload for staff.
- c) The Opal standard roster is developed taking into account the following factors:
 - Occupancy levels
 - Acuity of residents and care required
 - Layout of facility
 - Skill mix of staff
 - Skill mix of nurses (supported by an RN led model consisting of Registered Nurses or Enrolled Nurses and Nursing Assistants).

- d) Opal commits to replacing staff absences to ensure that the standard roster is filled. If non replacement of staff absences on the roster is a repeated occurrence then the matter will be dealt with in accordance with sub clause (f).
- e) If an employee or employees identifies the standard roster is not providing safe staffing for the quality care of residents or safe staffing to provide fair and reasonable workloads for an employee or employees then the steps outlined in sub clause (f) apply.
- f) The matters listed above in sub clauses (a) – (e) should be raised with the facility manager, regional manager, work health and safety committee or human resources in the first instance. The matter can be raised by an individual, a group of employees or by the relevant Association on behalf of the member/s.
- g) When a matter is raised in accordance with clauses (a), (e) or (f) a solution will be explored promptly between employee/s and their manager. If a solution cannot be identified then the matter should be escalated to the applicable regional manager/general manager or other relevant senior managers.
- h) If the issue is still unresolved, the employee/s may advance the matter through Clauses 9 - Dispute Resolution with the exception of referring to FWC.

Schedule A - Nursing Classification Definitions

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 contained in clause Schedule A—Classification Definitions and knowledge gained through experience in the practice settings over such a period and in accordance with Clause 44.

A.1 Nursing Assistants

Nursing Assistants also otherwise known as Assistants in Nursing, provide nursing care and other duties under the direction of a Registered Nurse or Enrolled Nurse. The primary role of Nursing Assistants in nursing and care contexts is to observe and report to their supervising nurse about the processes involved in delivering services and the outcomes of that intervention or service. Where specific nursing tasks or responsibilities have been appropriately delegated to the Nursing Assistant by the supervising nurse the Nursing Assistant undertakes accountability for meeting the standards set by professional nursing codes and organisational policies and protocols. This includes the Nursing Assistant making the supervising nurse aware of any impediment to carrying out the delegation.

Nursing care means:

Nursing care carried out by Nursing Assistants in aged care and community care contexts is essentially a team effort where the goals of care are determined by the supervising nurse via the care plan for each individual and the policies and protocols of the employing organisation. Care includes attending to the bio-psycho-social needs of residents as well as

ensuring that the environment of care and lifestyle activities is safe and conducive to the wellbeing of residents, visitors and other staff.

A1.1 Nursing Assistant – Without Certificate

Refers to a Nursing Assistant who is providing nursing care however does not hold a minimum Certificate III qualification.

- Employees employed before 1 July 2013 who do not hold a minim Certificate III will be classified as 'Third Year & Thereafter'
- Employees employed on or after 1 July 2013 who do not hold a minimum Certificate III will be classified as 'without certificate' and paid in accordance this classification as per the wage schedule.

A1.2 Nursing Assistant Qualified

Refers to a Nursing Assistant who is providing nursing care and holds a minimum Certificate III qualification.

A.2 Enrolled Nurses

Enrolled Nurse (with Notation)

(a) An employee will be appointed based on training and experience including:

- (i) **Enrolled Nurse (with Notation)** means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation *"does not hold a Board Approved qualification in medicines administration"*
- (ii) **Board** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to APHRA as appropriate/applicable.
- (iii) **APHRA** means the Australian Health Practitioner Regulation Authority.

(b) 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 skills to recognise and report deviations from stable conditions;
- Flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

A.3 Enrolled Nurse—

- (a) Enrolled Nurse means a person registered with the NMBA as such and who does not have a notation on the AHPRA Register of Practitioners stating "not authorised to administer medications".

The Enrolled Nurse demonstrates competence in the provision of client-centred care as specified by the NMBA. An enrolled nurse provides clinically-focussed care under the direct or indirect supervision of a registered nurse. At all times, the enrolled nurse retains responsibility for his/her actions and remains accountable in providing delegated nursing care.

Enrolled Nurses may administer prescribed medicines or maintain intravenous fluids, in accordance with their scope of practice, educational preparation and the NMBA's professional practice standards.

A.3.1 Enrolled Nurse Pay Point 1:

- (a) An employee will be appointed to this level based on training and experience including:

- (i) current registration as an Enrolled Nurse with the NMBA

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
- a developing ability in complex situations and in determining priorities in the delivery of nursing care within their scope of practice.

A.3.2 Enrolled Nurse—Pay Point 2

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

- (i) current registration as an Enrolled Nurse with the NMBA
- (ii) a minimum of 3572 hours of total experience as an EN pay point 1 in the provision of nursing care and/or services

The employee is required to demonstrate 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.

- Assess the competence of Assistants in Nursing
- Provision of education in basic nursing practice to Assistants in Nursing
- Act to support appropriate aspects of orientation for newly appointed Enrolled Nurses Pay Point 1 as requested.
- Provide coordination within scope of practice to a team of Nursing Assistants and support staff in the delivery of care to a group of residents in a defined work area.

(b) Transition

EN Pay Point 2 will be implemented from 1 July 2014.

A.4 Registered Nurses

A.4.1 Registered Nurse—level 1 (RN1)

- (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.

A.4.3 Registered Nurse—level 2 (RN2)

- (a) An employee at this level may be an RN, CNS or CNE:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- (b) in addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a nurse in a higher classification.

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

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;

- (c) being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by a nurse in a higher classification.

- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and

assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A.4.4 Registered Nurse—level 3 (RN3)

- (a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

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

- (i) Duties of a Clinical Nurse Consultant will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

- (ii) Duties of a Nurse Manager will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(iii) Duties of a Nurse Educator will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

A.4.5 Registered Nurse—level 4 (RN4)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN3, an employee at this level will perform the following duties:
 - (i) Duties of an Assistant Director of Nursing (clinical) will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (management) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - provision of appropriate education programs, coordination and promotion of clinical research projects;
 - participating as a member of the nursing executive team;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;
 - being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
 - being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
 - being accountable for clinical operational planning and decision making for a specified span of control; and
 - being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.
 - (ii) Duties of an Assistant Director of Nursing (management) will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (clinical) and Assistant Director of Nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nursing management research projects;
 - participating as a member of the nursing executive team;

- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of nurse managers;
 - being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - being accountable for the development and coordination of nursing management systems within a specified span of control; and
 - being accountable for the structural elements of quality assurance for a specified span of control.
- (iii) Duties of an Assistant director of nursing (education) will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nurse education research projects;
 - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
 - being accountable for the standards and effective coordination of education programs for a specified population;
 - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
 - being accountable for the management of educational resources including their financial management and budgeting control; and
 - undertaking career counselling for nursing staff.

A.4.6 Registered Nurse level 5—(RN5)

- (a) An employee at this level:
- (i) holds any other qualification required for working in the employee's particular practice setting; and
 - (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

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

- (b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (c) In addition to the duties of an RN4, an employee at this level will perform the following duties:
 - being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
 - participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
 - providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
 - managing the budget of the nursing division of the health unit;
 - ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
 - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

A.5 Nurse Practitioner

A Nurse Practitioner:

- is a registered nurse/midwife appointed to the role;
- has obtained an additional qualification relevant to the state regulating authority to enable them to become licensed Nurse practitioners.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

A.5.1 Role of a licensed Nurse Practitioner

- (a) The nurse practitioner is able to assess and manage the care of clients/residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered

nurse /midwife in extended practice across stable, unpredictable and complex situations.

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

A.5.2 Scope of practice

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

- (a) the nurse practitioner is authorised to practice. The nurse practitioner therefore remains accountable for the practice for which they directed; and
- (b) the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

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

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

Schedule B – Aged Care Classifications

Progression from Aged Care level one

Employees who are new to the industry and/or have less than three months work experience in the industry may be classified at this level. This level is designed solely as an entry level.

The following are the Aged Care Classifications:

B.1 Aged Care Employee—Level 1

Entry level:

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

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

B1. 1 An employee at Aged Care Level One will only be eligible for progression to Aged Care Level Two if, the employee:

- (i) has completed three months continuous employment; and
- (ii) has performed basic duties.

Indicative tasks performed at this level are:

- Laundry Hand
- Cleaner
- Kitchen Hand
- Assistant Gardner

B.2 Aged Care Employee—Level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;

- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- Receptionist (between 3 months and less than 1 years' experience)
- Laundry Hand
- Gardner (unqualified)
- Personnel Care Worker grade 1 (between 3 months and less than 1 years' experience)
- Maintenance/handyperson (unqualified)
- Driver (less than 3 tonne)
- Kitchen hand
- Cleaner

B.3 Aged Care Employee—Level 3

An employee at this level:

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

Indicative tasks performed at this level are:

- Receptionist (second and subsequent years of service)
- Roster Clerk

- Driver (less than 3 tonne) who is required to hold a St John ambulance first aid certificate
- Cook (unqualified)
- Personal Care Worker (unqualified with second and subsequent years of service)
- Recreational/Lifestyle activities officer (unqualified)

B.4 Aged Care Employee—Level 4

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- In the case of a Personal Care Worker, is required to hold a relevant Certificate III qualification.

Indicative tasks performed at this level are:

- Receptionist
- Maintenance/Handyperson (qualified)
- Driver (3 tonne and over) who is required to hold a St John ambulance first aid certificate
Gardner (trade or TAFE Certificate III or above) Cook (qualified trade certificate)
Administration Officer
- Personal Care Worker (certificate III qualification)
- Recreational/Lifestyle activities officer (Certificate III)

B.5 Aged Care Employee—Level 5

- An employee at this level:
- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);

- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

- Chef (trade qualified)
- Personal Care Worker grade 4 (certificate III qualified)
- Recreational/Lifestyle activities officer (certificate IV)

B.6 Aged Care Employee—Level 6

An employee at this level:

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

Indicative tasks performed at this level are:

- Maintenance tradesperson (advanced)
- Gardner (advanced)
- Senior Chef (trade qualified)

B.7 Aged Care Employee—Level 7

An employee at this level:

- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;

- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience. Indicative tasks performed at this level are:
Administration Supervisor
- Catering Manager/Hospitality Manager/Chef
- Administration Officer
- Maintenance Supervisor
- Personal Care Worker grade 5

SCHEDULE C – WAGES (NURSING & AGED CARE CLASSIFICATIONS)

	2015	From first full pay period from 1 July 2016	From first full pay period from 1 July 2017	From first full pay period from 1 July 2018
SCHEDULE C – NURSING CLASSIFICATIONS				
Nursing Assistant (Without Certificate III)				
Third Year & Thereafter (before 1 July 2013)	810.53	829.98	846.58	863.51
Without Cert III (on or after 1 July 2013)	768.11	786.54	802.28	818.32
Nursing Assistant (Minimum Cert III)				
1st Year	773.26	799.55	815.54	831.85
2nd Year	793.7	812.75	829.00	845.58
3rd Year	814.43	833.98	850.66	867.67
Experienced	837.68	857.78	874.94	892.44
Enrolled Nurse				
Enrolled Nurse (with Notation)	971.53	994.85	1014.74	1035.04
Enrolled Nurse				
Pay point 1	990.51	1014.28	1034.57	1055.26
Pay Point 2	1,003.82	1027.92	1048.48	1069.45
Registered Nurses				
Registered Nurse Level 1				
Pay Point 1	1,076.90	1102.75	1124.80	1147.30
Pay Point 2	1,185.54	1213.99	1238.27	1263.04
Pay Point 3	1,241.28	1271.07	1296.49	1322.42
Pay Point 4	1,297.02	1328.15	1354.71	1381.81
Pay Point 5	1,360.79	1393.45	1421.32	1449.74
Pay Point 6	1,420.50	1454.59	1483.68	1513.36
Minimum Entry Rates				
Four Year PP1	1,076.90	1102.75	1124.80	1147.30
Master Degree PP2	1,185.54	1214.05	1238.34	1263.10
Registered Nurse Level 2				
CNS & CNE	1,469.42	1504.69	1534.78	1565.48
Registered Nurse Level 3 (Covers NUMs, CNC, SNE)				

Pay point 1 (NUM + NE 1st year)	1,561.52	1599.00	1630.98	1663.60
Pay point 2 (NUM + NE 2nd year)	1,604.04	1642.54	1675.39	1708.90
Pay point 3 (NUM + NE 3rd year)	1,641.82	1681.22	1714.85	1749.15
Pay point 4 and thereafter (CNC, SNE)	1,724.49	1765.88	1801.20	1837.22
Registered Nurse Level 4 (Covers Deputy DON and Assistant DON)				
Grade 1 (DDON 20-75 beds; ADON <150 beds)	1,675.82	1716.04	1750.36	1785.37
Grade2 (DDON 76-125 beds; ADON 150-250 beds)	1748.56	1790.53	1826.34	1862.86
Grade 3 (DDON 126+ beds; ADON >250 beds)	1799.57	1842.76	1879.61	1917.21
Registered Nurse Level 5 (Covers Directors of Nursing)				
Grade 1 (25-50 beds)	1924.74	1970.93	2010.35	2050.56
Grade 2 (51-75 beds)	1964.89	2012.05	2052.29	2093.33
Grade 3 (76-100 beds)	2004.57	2052.68	2093.73	2135.61
Grade 4 (101-150 beds)	2060.78	2110.24	2152.44	2195.49
Grade 5 (151-200 beds)	2193.97	2246.63	2291.56	2337.39
SCHEDULE C – AGED CARE CLASSIFICATIONS				
Aged Care Classifications				
Aged Care Employee Level 1	753.24	771.32	786.74	802.48
Aged Care Employee Level 2	784.33	803.15	819.22	835.60
Aged Care Employee Level 3	815.39	834.96	851.66	868.69
Aged Care Employee Level 4	824.84	844.64	861.53	878.76
(PCW Gr3)				
Aged Care Employee Level 5	852.68	873.14	890.61	908.42
Aged Care Employee Level 6	950.94	973.76	993.24	1013.10
Aged Care Employee Level 7	968.75	992.00	1011.84	1032.08

Schedule D – Allowances						
Item	Allowance	Clause Number	2015	2016	2017	2018
	Uniform Allowance when uniform is not supplied (nursing and non- nursing classifications)					
1	Uniforms	18.1(b)	6.59	6.72	6.86	6.99
2	Shoes	18.1(b)	2.05	2.09	2.13	2.18
3	Cardigan	18.1(b)	1.98	2.02	2.06	2.10
4	Stockings	18.1(b)	3.41	3.48	3.55	3.62
5	Socks	18.1(b)	0.66	0.67	0.69	0.70
6	Laundry Allowance (nursing and non- nursing classifications)					
	Per week	18.1(c)	5.49	5.60	5.71	5.83
	Meal Allowance when no meal is provided [Nursing Classifications only]					
7	When required to work more than one hour beyond usual finishing time	18.2(a)	12.21	12.45	12.70	12.96
8	Further payment when overtime exceeds 4 hours	18.2(a) (ii)	10.98	11.20	11.42	11.65
	On Call Allowance					
9	Between rostered shifts Monday to Friday	18.3 (a) (i)	20.74	21.15	21.58	22.01
10	Between rostered shifts or on a Saturday	18.3 (a) (ii)	31.24	31.86	32.50	33.15
11	Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work	18.3 (a) (iii)	36.44	37.17	37.91	38.67
12	Vehicle Allowance	18.4 (a) & (c)	In accordance with ATO	In accordance with ATO	In accordance with ATO	In accordance with ATO
	Continuing Education Allowance (Nursing classifications only)					
13	RN - post grad certificate in clinical field	18.5 (g)	19.6	19.99	20.39	20.80
14	RN - post grad diploma or degree in clinical field	18.5 (h)	32.66	33.31	33.98	34.66
15	RN - relevant master's degree or doctorate in clinical field	18.5 (i)	39.19	39.97	40.77	41.59

16	EN - certificate IV qual in a clinical field	18.5 (j)	13.05	13.31	13.58	13.85
	In-Charge Allowance (Nursing Classifications only)					
17	RN – in charge of facility of less than 100 beds on day, evening or night	18.6 (a)	23.13	23.59	24.06	24.55
18	RN – in charge of facility of more than 100 beds on day, evening or night	18.6 (a)	37.25	38.00	38.75	39.53
19	RN in charge of a shift in a section of a facility	18.6 (b)	23.32	23.79	24.26	24.75
	Leading Hand Allowance (Aged Care Classifications only)					
20	- in charge of 2 - 5 employees	18.9	23.55	24.02	24.50	24.99
21	- in charge of 6 - 10 employees	18.9	33.62	34.29	34.98	35.68
22	- in charge of 11 - 15 employees	18.9	42.44	43.29	44.15	45.04
23	- in charge of 16-19 employees	18.9	51.88	52.92	53.98	55.06
	Nauseous work allowance					
24	- per hour or part thereof	18.11 (a)	0.46	0.47	0.48	0.49
25	- minimum per week	18.11(a)	2.38	2.43	2.48	2.53
26	Medication Allowance (hourly rate)	18.7	1.12	1.14	1.17	1.19
27	On call during meal break	30.1 (b)	11.15	11.37	11.60	11.83
28	ACFI Link Allowance per shift	18.8	23.32	23.79	24.26	24.75

Schedule E - Facilities

Anita Villa	2 Penault Avenue, Katoomba, NSW 2780
Annandale	76 Johnston Street, Annandale, NSW 2038
Austral House	4 Austral Avenue, North Manly, NSW 2100
Belvedere	9 Pacific Highway, Wahroonga, NSW, 2076
Bossley	56 Quarry Road, Bossley Park, NSW 2176
Canterbury	20 Albert Street, Campsie, NSW 2194
Cardinal Freeman	137 Victoria Street, Ashfield, NSW 2131
Coffs Harbour	50 Lakes Drive Boambee, NSW 2450
Edgewood Park	269 Beach Road, Denhams Beach, NSW 2536
Fernleigh	8 Sherbrooke Road, West Ryde, NSW 2114
Glen Lynn	54 Northumberland Road, Auburn, NSW 2144
Quakers Hill	35 Hambledon Road, Quakers Hill, NSW 2763
Seaside	184 Garden Street, Warriewood, NSW 2102
Shoalhaven	43 Brinwarr Street, Bomaderry, NSW 2541
Stanmore	66 Cambridge Street, Stanmore, NSW 2048
Bathurst	61 Boyd Street , Kelso, NSW 2795
Berkley Village	8 Lorraine Avenue, Berkeley Vale, NSW 2261
Cherrywood Grove	152 Sieben Drive, Orange, NSW 2800
Macquarie Place	60 Northlakes Drive, Cameron Park NSW 2285
Dubbo	80 Muller Street, Dubbo, NSW 2830
Endeavour	79 Hawkesbury Road, Springwood, NSW 2777
Glenmere	100 Wahroonga Road, Kanwal, NSW 2259
Hillside	3 Violet Town Road, Mount Hutton, NSW 2290
Killarney Vale	1 Daniel Close, Killarney Vale, NSW 2261
Lourdes	95 Stanhope Road, Killara, NSW 2071
Maitland	28 Broughton Street, Rutherford, NSW 2320
Mudgee	207-213 Denison Street, Mudgee, NSW 2850

Narrandera	1A Chantilly Street, Narrandera, NSW 2700
Netherby	17 Pacific Highway, Wahroonga, NSW 2076
Norah Heads	63 Palomar Parade, Toukley, NSW 2263
Palm Grove	71A McIntosh Road Narrabeena NSW 2099
Ocean View	2 Jenkins Street, Mona Vale, NSW 2103
Raymond Terrace Gardens	15 Sturgeon Street, Raymond Tce, NSW 2324
Rutherford	4 Dietrich Close, Rutherford, NSW,2320
Tweed Heads	Carramar Drive, Tweed Heads, NSW, 2485
Murwillumbah	Ingram Place, Murwillumbah, NSW, 2484
Florence Towers	7-9 Florence Place, Tweed Heads, NSW, 2484
Wallgrove	35 Yerrick Road, Lakemba, NSW 2195
Windward Manor	2 Windward Parade, Chiswick, NSW, 2046

Signatory Page

Signed for and on behalf of the parties as follows:

DPG Services Pty Ltd trading as Opal Aged Care
Level 27, 135 King Street Sydney, NSW, 2000

Gary Barnier
Managing Director

Authority to sign Agreement:

I, Gary Barnier, as Managing Director
of the companies that are covered by
this Agreement, am authorised to sign as the
Employer.

Date: 13 / 7 / 2016

Signature:

A handwritten signature in black ink, appearing to be 'GB', followed by a long horizontal line extending to the right.

Signatory Page

Signed for and on behalf of the parties as follows:

Nominated Employee Bargaining
Representative

Authority to sign Agreement:

I Elizabeth Maxwell
am a staff Representative
at Maquarie Place
Nursing Home

Signature: E. Maxwell

Print name: Elizabeth Maxwell

Date: 12/07/2016

Nominated Employee Bargaining
Representative

Authority to sign Agreement:

.....
.....
.....

Signature: _____

Print name:

Date:/...../2016

Nominated Employee Bargaining
Representative

Authority to sign Agreement:

.....
.....
.....

Signature: _____

Print name:

Date:/...../2016

Signatory Page

Signed for and on behalf of the parties as follows:

Nominated Employee Bargaining
Representative

Authority to sign Agreement:

I, Aide LUMBA,
am a Staff Representative
at Bossley Nursing Home

Signature: _____

Print name: Aide LUMBA

Date: 12/07/2016

Nominated Employee Bargaining
Representative

Authority to sign Agreement:

.....
.....
.....

Signature: _____

Print name:

Date:/...../2016

Nominated Employee Bargaining
Representative

Authority to sign Agreement:

.....
.....
.....

Signature: _____

Print name:

Date:/...../2016



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

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



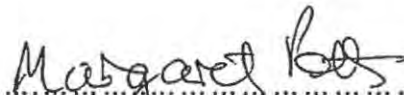
WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo



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

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



WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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

A handwritten signature in blue ink that reads "Andrew Lillicrap". The signature is written over a horizontal dotted line.

Andrew Lillicrap
Assistant Secretary-Treasurer
Health Services Union NSW Branch
Level 2, 109 Pitt Street
SYDNEY NSW 2000

A handwritten signature in blue ink that reads "Steven John Towarnicki". The signature is written over a horizontal dotted line.

WITNESS

Steven John Towarnicki
JP 163044
Level 2, 109 Pitt Street
SYDNEY NSW 2000

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