



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Royal Far West T/A Royal Far West
(AG2022/5136)

ROYAL FAR WEST AND THE HEALTH SERVICES UNION NSW BRANCH, THE NSWNMA AND THE ANMF (NSW BRANCH) ENTERPRISE AGREEMENT 2022 – 2025

Health and welfare services

DEPUTY PRESIDENT EASTON

SYDNEY, 20 JANUARY 2023

Application for approval of the ROYAL FAR WEST and the Health Services Union NSW Branch, the NSWNMA and the ANMF (NSW Branch) ENTERPRISE AGREEMENT 2022 - 2025.

[1] Royal Far West (**the Employer**) has made an application for the approval of the *ROYAL FAR WEST and the Health Services Union NSW Branch, the NSWNMA and the ANMF (NSW Branch) ENTERPRISE AGREEMENT 2022 – 2025* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] I note that Clause 71.2.2 – Notice of Termination by an Employee is potentially inconsistent s.324(1)(b) of the Act. The Employer's undertaking ensures that clause 71.2.2 of the Agreement will not be applied in a manner contrary to s.324.

[5] The Australian Nursing and Midwifery Federation (**ANMF**) and the Health Services Union (**HSU**) were bargaining representatives for the Agreement and have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the ANMF and HSU.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 January 2023. The nominal expiry date of the Agreement is 31 July 2025.



DEPUTY PRESIDENT

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Annexure A

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2022/5136

Employer:

Royal Far West T/A Royal Far West
(Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the ROYAL FAR WEST and the Health Services Union NSW Branch, the NSWNMA and the ANMF (NSW Branch) ENTERPRISE AGREEMENT 2022 - 2025 (**Agreement**)

Authorised representative:

Mark Driessen
Chief Operating Officer

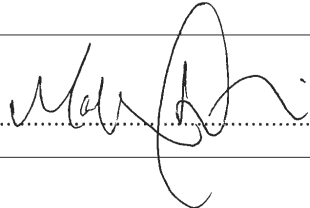
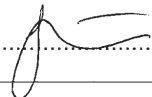
Undertaking- Section 190

For and on behalf of the Employer I, Mark Driessen:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. The Employer will not make a deduction pursuant to clause 71.2.2 unless the deduction is in compliance with section 324(1)(b) of the Fair Work Act. That is, such deduction has been authorised by the relevant employee.
 - b. Should a casual employee (other than a nurse) be directed to work overtime and if that employee works overtime, the Employer will make payment to the casual employee in accordance with the relevant percentage in the relevant Award.
 - c. Should an employee be rostered to work a shift that would attract a night shift allowance, and if the Employer only paid a 10% night shift allowance the employee would be paid less for the shift than under the relevant

Award, the Employer will pay the employee a 15% night shift allowance for the shift.

- d. Should a nurse casual employee be directed to work overtime and if that employee works overtime, the Employer will make payment to the casual employee in accordance with the relevant casual rate in the Nurses Award 2020.

Date signed:	19/1/23
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Mark Driessen
Signature:	
Witness name:	Jodie Smith
Witness signature:	



Royal Far West
Children's health, country-wide

**ROYAL FAR WEST and the
Health Services Union NSW
Branch, the NSWNMA and the
ANMF (NSW Branch)
ENTERPRISE AGREEMENT
2022 - 2025**

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

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A. INTRODUCTION

Royal Far West's specialist team of medical and allied health staff, educators, researchers, community and support staff work together to deliver services to children and families with health and developmental needs, to build capacity within families and communities, and to advocate for country children.

We have a unique, integrated health, education and disability service model that is focused on the whole child, their family and community, and we support children and families with a broad range of developmental and behavioural concerns.

Our vision is Healthy Country Kids and our mission is to improve the health and wellbeing of children and young people who live in rural and remote communities.

In order to realise our vision and mission, it is important to keep top of mind that Royal Far West is not a profit maximizing business. We are a charity working in partnership with families, local health services, schools and communities to provide care and support for all country children with health and developmental needs. The benevolence of our service is a fundamental feature of RFW that underpins much of our work, our contributions, our values, our culture and our mission.

1. Nature, operation and effect of this Agreement

- 1.1. This Agreement is an enterprise agreement for the purposes of section 172 of the Fair Work Act 2009.
- 1.2. This Agreement is made between Royal Far West of 14-18 Wentworth Street, Manly, NSW 2095 (ACN 000 267 087), the employees employed within the classifications set out in this Agreement and the HSU - New South Wales Branch and the Australian Nursing and Midwifery Federation, NSW Branch (ANMF NSW Branch).
- 1.3. This Agreement will commence operation seven days after the Fair Work Commission approves the agreement.
- 1.4. The nominal expiry date of this Agreement will be 31 July 2025.
- 1.5. Renegotiation of a further agreement may commence 6 months prior to the nominal expiry date of this agreement.
 - 1.5.1. For clarity, any party to the Agreement can commence the negotiation process by communicating in writing to the other parties their intention to commence bargaining. Such written correspondence will automatically oblige the other party to participate in the negotiation process.
 - 1.5.2. In the event that neither party to the Agreement initiate the renegotiation process, this Agreement will continue to operate beyond the nominal expiry date until such time as a new Agreement is approved by the Fair Work Commission.

- 1.6. This Agreement operates to the total exclusion of all other industrial agreements and awards, including the Health Professionals and Support Services Award 2020 and the Nurses Award 2020, with the exception that should base wage rates in one of these awards become higher than the relevant rate in this agreement, then the base rates in the relevant award shall apply.

2. Definitions

In this Agreement, unless the context otherwise requires:

- "Act"** means the Fair Work Act 2009.
- "Agreement"** means this document, being an enterprise agreement made under section 172 of the Act.
- "Day Worker"** An employee whose ordinary hours of work are between 6am - 7pm, Monday to Friday
- "Employer"** means Royal Far West
- "FWC"** means Fair Work Commission.
- "IFA"** means an Individual Flexibility Arrangement.
- "NES"** means the National Employment Standards as contained in Part 2-2 of Chapter 2 of the Act.
- "Shiftworker"** A shiftworker for the purposes of additional annual leave in accordance with the National Employment Standards (section 87 of the Fair Work Act 2009 (Cth) is an employee whose normal rostered hours include working outside the ordinary hours of a day worker. An employee must work outside the ordinary hours of a day worker at least 24 times per calendar year to qualify as a shift worker. An employee's shiftworker status will be reviewed on an annual basis.
- For all other purposes, a "Shiftworker" is an employee who is regularly rostered to work their ordinary hours outside 6am - 7pm on Monday to Friday.
- "Union"** refers to the HSU - New South Wales Branch, and the Australian Nursing and Midwifery Federation (NSW Branch).

3. Copy of Agreement

- 3.1. An electronic copy of this Agreement and the NES shall be made available to the employees on LUCY and upon commencement of employment

B. EMPLOYMENT DUTIES

4. Basis of engagement

4.1. Employees may be employed on:

- 4.1.1. a full-time basis;
- 4.1.2. a part-time basis;
- 4.1.3. a fixed term basis; or
- 4.1.4. a casual basis.

4.2. At the time of engagement Royal Far West will inform the employee whether they are employed on a full time, part time, fixed term or casual basis.

4.3. Full time employment

- 4.3.1. A full time employee is one who is engaged to work 38 hours per week.

4.4. Part time employment

- 4.4.1. A part-time employee is an employee who is engaged to work less than the full time hours of an average of 38 hours per week.

- 4.4.2. Before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.

4.4.2.1. Further to clause 4.4.2, the terms of the agreement may be varied by mutual agreement between the authorised member of the employer and employee and recorded in writing.

- 4.4.3. The terms of this Agreement will apply (unless expressly stated in this Agreement) otherwise on a pro rata basis to part time employees on the basis that the ordinary weekly hours for full time employees are 38.

4.5. Fixed term employment

- 4.5.1. An employee can only be recruited on a fixed term basis when it is likely that the employee's service will be required only for a specific period for the purposes of:

- 4.5.1.1. a specific project or task to provide special skills;
- 4.5.1.2. filling temporary resource needs resulting from specific employee circumstances such as long term sick leave, long service leave and parental leave;

- 4.5.1.3 facilitating workplace adjustment/transition strategies for implementation of change or acceptance of new business opportunities.

Unless specifically excluded by the wording of a clause of this Agreement a fixed term employee shall receive the same entitlements that an equivalent full or part time employee receives (pro rata for part time employees based on the number of hours worked).

4.6 Casual employment

- 4.6.1 A casual employee is an employee engaged as such on an hourly basis.
- 4.6.2 A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading per clause 14 of this agreement.
- 4.6.3 A casual employee will be engaged for and paid a minimum of 3 hours for each engagement.
- 4.6.4 A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

5. Annual review of part-time hours

- 5.1 At the 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:
 - 5.1.1 if the increase in hours is as a direct result of another employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - 5.1.2 if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- 5.2 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.

6. Casual Conversion

- 6.1 Royal Far West will convert a casual employee to permanent employment in accordance with the National Employment Standards.
- 6.2 Any request from a casual employee to convert to permanent employment must be done in accordance with the National Employment Standards.

7 Probation

- 7.1 So that the employer and the employee can determine the suitability of the employment relationship, the appointment of any new employee shall be subject to a probationary period of up to six months.
- 7.2 Termination of employment during the probationary period will be in accordance with clause 71 of the Agreement.

8 Employment classifications

This Agreement only applies to the employees of Royal Far West employed in the classifications set out in Schedule A.

9 Duties, Additional Duties and Requirement to Work

- 9.1 Royal Far West 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.
- 9.2 RFW may, on a temporary basis, require an employee to carry out different tasks or functions that are within the employee's competence and which are safe for the employee to perform, even if it is outside the employee's Primary Position. This flexibility is needed so that RFW can ensure that all tasks can be completed in a productive and timely manner.
- 9.2.1 For the purpose of clause 9.2, a temporary basis is defined as a period of up to 6 months.
- 9.3 Employees who do not attend for work when required or who do not perform the work that RFW lawfully and reasonably directs them to do, will not be paid for the time that they did not attend or work that was not performed as lawfully and reasonably directed.
- 9.4 All employees accept that their duties and responsibilities, including their place of work, may need to change from time to time at the direction of Royal Far West. This process would be in consultation with the affected employee(s) and where the employee chooses, their union.
- 9.5 Any changes to duties or responsibilities will be consistent with the employee's classification and within the scope of their training, experience and the relevant professional body's code of ethics, professional and registration regulations. Professional bodies and regulatory authorities are not limited to and may include:
- Australia Health Practitioner Regulation Agency
 - Australian Association of Social Workers
 - Australian Psychological Society
 - Dieticians' Association of Australia
 - Occupational Therapy Australia
 - Speech Pathology Australia
 - Nursing & Midwifery Board of Australia

Any disputes relating to an employee's change of duties or responsibilities will be dealt with in accordance with Clause 70 - Dispute Resolution.

10 Use of Facilities

10.1 For the purposes of an employee performing their duties, Royal Far West may provide, from time to time, access to computer, internet, mobile communication and email facilities.

10.1.1 Use of such facilities and any other facilities and equipment provided by Royal Far West is for business purposes only. Employees must not engage in inappropriate use of those facilities and equipment. Royal Far West may monitor, on a continuous and ongoing basis, use of such facilities and equipment.

10.2 For employees who work remotely, either permanently or for part of their time, for the purpose of performing their duties, in addition to access to a computer, Royal Far West will also provide the employee, as requested, with a computer monitor, keyboard, headset and mouse. These items will be provided upon commencement of employment and must be returned by the employee upon termination of employment.

11 Workplace Behaviour

11.1 Employees must comply with Royal Far West's Employee Code of Conduct and RFW Values, as may be amended from time to time. Royal Far West will consult with its employees prior to making any changes to the Code of Conduct. Following consultation with the employees, employees will be notified of any amendment to the Code of Conduct on 14 days' notice.

11.2 All employees are provided with a copy of the Code of Conduct and RFW Values upon commencement of employment and will be provided with details of any amendments at the time they are made.

11.3 In addition to the RFW Code of Conduct, all employees must comply with the Code of Ethics from their professional association, as applicable. Failure to comply may result in Royal Far West notifying the applicable professional association of the breach.

12 Workplace Safety

12.1 A safe and secure workplace is vitally important. To contribute to this, employees will:

12.1.1 Comply with all workplace safety obligations as outlined in the Work Health & Safety Act 2011 and the Work Health and Safety Regulations 2012.

12.1.2 follow Royal Far West's safety procedures;

12.1.3 wear any protective equipment and clothing provided to them;

- 12.1.4 report any safety incidents and raise safety concerns at any facility or property to their manager via the RFW Incident Reporting tool;
- 12.1.5 not attend work under the influence of any alcohol, nor consume any alcohol at the workplace during work hours unless written permission has been granted by Royal Far West to consume alcohol at an approved work function in accordance with RFW policy and operational requirements;
 - 12.1.5.1 further to clause 12.2.4, employees who are required to maintain Australian Health Practitioner Regulation Agency (AHPRA) registration must refer to the conditions of their registration prior to the consumption of alcohol during work hours.
- 12.1.6 not attend work under the influence of any illicit drugs, nor consume or take any illicit drugs at the workplace;
- 12.1.7 not smoke in or around the workplace.

12.2 A serious breach of any safety requirements may result in dismissal.

C. REMUNERATION

13 Payment of wages

- 13.1 Wages will be paid fortnightly in arrears and will be paid by direct bank transfer to an account nominated by the employee.
- 13.2 Royal Far West will, via the Payroll system, keep an accurate and up to date record of each employee's work pattern, including days and hours worked each fortnight. An employee may access and review their work pattern via the online Employee Self Service module.
 - 13.2.1 Further to clause 13.2, all casual employees are required to record their time and attendance using the nominated application applicable at the time (Paybiz at the time of the writing of this agreement), or otherwise as directed.
- 13.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee at the next pay day following termination of employment.

14 Casual Loading

A casual loading of 25% will apply in addition to the ordinary base rate of pay except where specifically excluded in this Agreement.

15 Wage rates

- 15.1 Schedule B sets out the minimum wages payable for each classification.

- 15.2 Further to clause 15.1 on the first full pay period on or after 1 July 2022, for all existing classifications within the Agreement, an increase of 3% to the minimum wages payable shall occur. For newly created classifications, the wage rate will be effective upon the approval of this Agreement and will not be eligible for back payment. Further increases, for all classifications, of 3% shall also occur on the first full pay periods on or after 1 July for each subsequent financial year until such time as a new agreement is negotiated.
- 15.3 In addition to the increases as prescribed in clause 15.2, for FY24 and every subsequent year of this Agreement, should Royal Far West report an operating surplus at program level of greater than \$115,000 (as determined by the end of year audited accounts and the Board approved budget), then Royal Far West will distribute the full amount of this surplus, to a limit of \$400,000, to each eligible employee as a one off payment calculated in accordance with 15.3.1.
- 15.3.1 The amount paid to each eligible employee under clause 15.3 will be calculated by dividing the program surplus amount by the accumulated total annual salaries expense of all Royal Far West employees multiplied by each individual eligible employee's actual base salary for that financial year.
- 15.3.2 Any available payment as described in clause 15.3 will be made on the last scheduled pay date in September of each year.
- 15.3.3 An eligible employee are those Royal Far West employees who remain employed by Royal Far West at the date of the payment each year and who were employed by Royal Far West prior to 1 January of the relevant financial year.
- 15.4 The increases in wages shall also apply to Allowances as described in Scheduled C - Allowances.

INCREMENTS AND PROGRESSION THROUGH LEVELS

16. Royal Far West Support Employees

16.1 Royal Far West Support Levels 1 - 7

Level 1 - 7 positions will be graded upon commencement and there will be no salary progression between levels or grades.

16.2 Royal Far West Support Levels 8 - 9

Level 8 - 9 positions will be graded upon commencement within the specified salary band and there will be no further salary progression between levels or grades.

17. Allied Health Assistants

17.1 Allied Health Assistant - Level 1 (unqualified)

An Allied Health Assistant who does not possess any qualifications will be graded as a Level 1 upon commencement of employment. Automatic

progression to a level 2 Allied Health Assistant will occur upon the successful completion of a Certificate III – Allied Health Assistance.

17.2 Allied Health Assistant – Level 2 (qualified)

A mandatory requirement of an Allied Health Assistant at this level is the successful completion of a Certificate III – Allied Health Assistance. An employee will remain as a Level 2 Allied Health Assistant until they have successfully completed a Certificate IV – Allied Health Assistance.

17.3 Allied Health Assistant – Level 3 (qualified)

A mandatory requirement of an Allied Health Assistant at this level is the successful completion of a Certificate IV – Allied Health Assistance.

18. Nurses

18.1 Enrolled Nurses

Progression for Enrolled Nurses will be upon the completion of 1700 hours or 12 months service, whichever comes first.

18.1.1 The entitlement outlined in clause 18.1 will be effective after the approval of this agreement. To avoid any doubt, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

18.1.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 18.1 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 18.1 will only apply to hours worked after the approval of the agreement.

18.2 Registered Nurses – Levels 1 – 3

Progression for all classifications for which there is more than one pay point will be upon the completion of 1700 hours or 12 months service, whichever comes first. Progression to a higher level will be by appointment to a vacant position only.

18.2.1 The entitlement outlined in clause 18.2 will be effective after the approval of this agreement. For absolute clarity, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

18.2.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 18.2 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 18.2 will only apply to hours worked after the approval of the agreement.

18.3 Registered Nurses – Level 4

Level 4 positions will be graded prior to the engagement of employment and there will be no further salary progression between levels or grades.

18.3.1 The entitlement outlined in clause 18.3 will be effective after the approval of this agreement. For absolute clarity, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

18.3.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 18.3 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 18.3 will only apply to hours worked after the approval of the agreement.

19. Clinical Psychologists

19.1 Clinical Psychologists Pay Points 1-5

Employees will enter at the relevant pay point in accordance with years of experience and then progress to the next pay point upon the completion of 1700 hours or 12 months service, whichever comes first. Progression to a Senior Clinical Psychologist will be by appointment to a vacant position only.

19.1.1 The entitlement outlined in clause 19.1 will be effective after the approval of this agreement. For absolute clarity, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

19.1.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 19.1 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 19.1 will only apply to hours worked after the approval of the agreement.

19.2 Senior Clinical Psychologist Years 1-3

Employees will enter at the relevant level in accordance with years of experience and then progress to the next year upon completion of 1700 hours or 12 months service, whichever comes first.

19.2.1 The entitlement outlined in clause 19.2 will be effective after the approval of this agreement. For absolute clarity, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

19.2.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 19.2 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 19.2 will only apply to hours worked after the approval of the agreement.

20. Health Professionals

20.1 Health Professionals - Level 1

Progression through level 1

Entry level will be as per the qualification requirements listed in Schedule B to this Agreement. Employees will enter at the relevant pay point and then progress upon the completion of 1700 hours at Royal Far West or 12 months service at Royal Far West, whichever comes first. Upon the completion of 1700 hours or 12 months service, whichever comes first, at level 1 pay point 4, an employee will progress to level 2 pay point 1.

20.1.1 The entitlement outlined in clause 20.1 will be effective after the approval of this agreement. For absolute clarity, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

20.1.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 20.1 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 20.1 will only apply to hours worked after the approval of the agreement.

20.2 Progression through levels 2-4

Progression for all classifications for which there is more than one pay point will be upon the completion of 1700 hours at Royal Far West or 12 months service at Royal Far West, whichever comes first. Progression to a higher level will be by appointment to a vacant position only.

20.2.1 The entitlement outlined in clause 20.2 will be effective after the approval of this agreement. For absolute clarity, when an employee progresses to a higher pay point, their hours will restart at zero and their length of time in the pay point will also restart at zero.

20.2.2 For absolute clarity, any adjustment to an employees pay point as a result of clause 20.2 will take place after the resolution of any backpay that an employee may be entitled to as a result of clause 15.2. That is, the increase in rates, related to pay point progression resulting from clause 20.2 will only apply to hours worked after the approval of the agreement.

21. Aboriginal Health Worker

21.1 Aboriginal Health Worker

Progression for Aboriginal Health Workers is incremental upon the completion of 1700 hours at Royal Far West or 12 months service at Royal Far West, whichever comes first.

Aboriginal Health Workers who hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works may commence at Year 2.

21.2 Senior Aboriginal Health Worker

Progression for Senior Aboriginal Health Workers is incremental upon the completion of 1700 hours at Royal Far West or 12 months service at Royal Far West, whichever comes first.

22 Application for Reclassification

22.1 Where the nature of the work undertaken by an employee changes at the requirement and direction of Royal Far West, such that the majority of the work performed is work of a type normally associated with a higher classification and has been performed for a period of at least 6 months, the employee may apply to have their position reclassified to the higher classification.

22.1.1 An application for re-grading by an employee must be made in writing to their line manager.

22.1.2 The employer will respond to the request in writing within a reasonable timeframe and where no less than one month after receiving the written request, indicating whether the application is approved or denied.

22.1.3 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.

22.1.4 Factors with a bearing on the decision may include whether the changes;

22.1.4.1 Involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or

22.1.4.2 Are permanent or temporary.

23 Superannuation

23.1 Royal Far West will pay superannuation in accordance with legislative requirements as amended from time to time. Any increase to the superannuation guarantee (10.5% at the time of writing this agreement with planned increases of 0.5% each year until reaching 12% in 2025) will be paid by Royal Far West to the fund nominated by the employee, noting that no adjustment to an employee's base wage payable under this Agreement will be made as a result of any increase to the superannuation guarantee.

23.2 Royal Far West is to make superannuation contributions, as set out in clause 23.1, to a complying superannuation fund of the employee's choice.

23.3 If the employee does not choose a superannuation fund, the employer will pay the employee's superannuation contributions to one of the following superannuation funds:

- 23.3.1 Health Employees Superannuation Trust of Australia (HESTA) which is a fund that offers a MySuper product and is an exempt public sector fund; or
- 23.3.2 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 a MySuper product or is an exempt public super fund.

24 Salary Sacrifice - Superannuation

- 24.1 Subject to legislative requirements as amended from time to time, an employee can elect to sacrifice a portion of their wages to superannuation.
- 24.2 An employee ought to obtain their own independent financial advice before making an election to salary sacrifice to superannuation.
- 24.3 Such an election must be in writing and made at least 5 business days before the commencement of the pay period to which the wages relate and be in accordance with the relevant legislation.
- 24.4 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.

25 Salary packaging

- 25.1 Subject to legislative requirements as amended from time to time, employees of a Public Benevolent Institution (PBI) may benefit from exemptions from Fringe Benefits tax and other Exempt Benefits up to a certain limit as determined by the Australian Taxation Office. Royal Far West currently holds PBI status.
- 25.2 Royal Far West and an eligible employee may agree to a salary packaging arrangement. Employees eligible to enter into a salary packaging arrangement are full time, part time and fixed term employees.
- 25.3 The result of a salary packaging arrangement is that an employee's permitted personal expenses can be paid/reimbursed from their gross wage without any tax deducted on those amounts up to an amount per year defined by the Australian Tax Office. This amount may vary from year to year.
- 25.4 A salary packaging arrangement does not increase an employee's gross pay but may result in a larger net take home pay as a result of lower taxation.
- 25.5 The salary packaging arrangement is administered externally to Royal Far West. The employee will need to pay an administration fee to the external provider and such fee will be disclosed before entering into the arrangement.
- 25.6 Any salary packaging arrangement has to be in compliance with the legislation and with reasonable terms established by the external provider to facilitate packaging arrangements.

- 25.7 An employee ought to obtain independent financial advice before entering into a salary packaging arrangement.
- 25.8 In the event that Royal Far West loses its PBI status for any reason and is therefore unable to provide access to salary packaging benefits associated with such status, then Royal Far West may at their discretion terminate the salary packaging program as a whole.
- 25.9 An employee retains the right to terminate their individual salary packaging arrangement at any time.

26 Allowances

26.1 Uniform allowance

26.1.1 Where an employee is required to wear a uniform that is not supplied by Royal Far West, then the employee shall be paid a uniform allowance as prescribed in Schedule C to this Agreement. The allowance is payable on a pro-rata basis and is payable during all paid absences less than 21 days. For absences of 21 days or greater, the allowance is paid for the first 20 days and ceased thereafter.

26.1.2 Where the uniform is not updated at least annually by the employee, payment of the uniform allowance will cease until new uniforms are purchased and the receipts provided. The uniform allowance will be reinstated for a further 12 months upon the provision of receipts.

26.2 Shoe allowance

Where an employee is required to wear special type steel cap shoes/boots, in lieu of supplying the special type shoes, Royal Far West will pay the employee a shoe allowance as prescribed in Schedule C to this Agreement. The allowance is payable on a pro-rata basis and is payable during all paid absences less than 5 days.

26.3 Motor vehicle allowance

Where an employee is required by Royal Far West to use a motor vehicle, it may be provided and maintained by Royal Far West, or if supplied by the employee, the employee shall be paid the allowance as prescribed in Schedule C to this Agreement.

26.4 In charge of accommodation facility allowance

26.4.1 Morning Shift, Monday to Friday

An employee who is designated by Royal Far West to be in charge of the accommodation facility during a Morning shift (7am - 3pm) Monday to Friday, shall be paid an allowance as prescribed in Schedule C to this Agreement.

26.4.2 Evening Shift, Monday to Friday

An employee who is designated by Royal Far West to be in charge of the accommodation facility during an Evening shift (2pm - 10pm) Monday to Friday, shall be paid an allowance as prescribed in Schedule C to this Agreement.

26.4.3 Weekend Shift

An employee who is designated by Royal Far West to be in charge of the accommodation facility during a Weekend shift (Saturday, 7am - 3pm and Sunday 2pm - 10pm) shall be paid an allowance as prescribed in Schedule C to this Agreement.

26.4.4 In charge of accommodation facility in the absence of the Head of Onsite Service Support (or other applicable Head of)

An employee who is designated by Royal Far West to be in charge of the accommodation facility due to the absence (for one day or more due to annual leave) of the Head of Onsite Service Support (or applicable Head of), shall be paid an allowance as prescribed in Schedule C to this Agreement for each hour (between the hours of 9am - 5pm Monday to Friday) that they are designated to be in charge. The allowance payable in this clause is in addition to any applicable allowance as prescribed in clauses 26.1.1 - 26.1.3.

26.5 Team Leader allowance

A Royal Far West Support 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 shall be paid an allowance as prescribed in Schedule C to this Agreement. This allowance is payable on a pro-rata basis whilst rostered to be in charge.

26.6 On call during meal breaks

An employee who is directed to remain on call during a meal break shall be paid an allowance as prescribed in Schedule C provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in clause 26.7 (eg. For being on call away from the workplace on other than a rostered day off).

26.7 On call allowance

An on call allowance is paid to an employee who, by mutual agreement, is requested by Royal Far West to be on call at their private residence, or at any other mutually agreed place. The employee must make themselves ready and available to return to work at short notice whilst off duty. In doing so they shall be paid the allowance, for each 24 hours or part thereof, as prescribed in Schedule C to this Agreement.

26.8 Overtime Meal Allowance

26.8.1 An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance as prescribed in Schedule C in addition to any overtime payment as follows:

26.8.1.1 When required to work after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.

26.8.1.2 Provided that where such overtime work exceeds four hours a further meal allowance as prescribed in Schedule C will be paid.

26.8.2 Clause 26.8.1 will not apply when an employee could reasonably return home for a meal within the meal break.

26.9 Service Allowance

All full time employees appointed prior to 1 June 1980, with at least twenty year's continuous service with Royal Far West, shall be paid, in addition to the rates prescribed in Schedule B of this agreement, a service allowance of 10%.

26.10 Sleepover Clause

26.10.1 a sleepover means when an employer requests an employee, by mutual agreement, to sleep overnight at premises where the client(s) for whom the employer is responsible is located and is not a 24 hour care shift.

26.10.2 The ordinary hours of work apply for a sleepover. An employee may refuse a sleepover but only with reasonable cause.

26.10.3 the span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities and free board and lodging for each night the employee sleeps over.

26.10.4 the employee will be entitled to a sleepover allowance as per Schedule C to this agreement for each night they sleep over.

26.10.5 in the event of the employee on a sleepover being required to perform work during the sleepover period, the employee will be paid for the full time worked at the prescribed overtime rate with a minimum period for one hour worked. Where such work exceeds one hour, the payment will be made at the overtime rate for the duration of the work.

26.10.6 The employer may roster an employee to perform work immediately before or immediately after the sleepover period, but must roster or pay the employee for at least four hours work for at least one of these periods.

27. Professional Registration & Professional Membership: Health Professionals, Nurses and Clinical Psychologists

27.1 For all renewals that are due on or after the date of approval of this agreement, upon provision of receipt, Royal Far West will provide reimbursement for the cost of annual professional registration fees for each employee who is required to maintain Australian Health Practitioner Regulation Agency (AHPRA) registration as a mandatory condition of employment as determined by Royal Far West from time to time and on an ongoing basis.

27.2 For all renewals that are due on or after the date of approval of this agreement, upon provision of receipt, Royal Far West will provide reimbursement for the cost of annual professional membership fees for each employee who is required to maintain professional association membership as a mandatory requirement of their employment as determined by Royal Far West from time to time and on an ongoing basis.

27.3 For disciplines that do not require AHPRA registration or professional association membership as a mandatory condition of their employment, upon provision of receipt, Royal Far West will provide reimbursement of up to \$120 per annum (or the equivalent rate of the Occupational Therapy registration where such registration increases beyond \$120 per annum) for professional association membership fees.

28. Community Visits

28.1 An employee may have the opportunity to participate in community visits. When an employee accepts an offer to participate in a community visit, RFW will take the following into consideration:

28.1.1 Carer responsibilities

28.1.2 Part-time employment

28.1.3 Having recently participated in a community visit (i.e. in the last 8 weeks)

28.1.4 Having participated in a large number of community visits (i.e. 4 or more times in the past 12 months).

28.2 When determining which employees will be offered the opportunity to participate in a community visit, RFW will provide ideally 8 weeks' notice but a minimum of 4 weeks' notice so as to minimise the impact on the remaining Manly based team.

28.3 Royal Far West will pay for all employee travel expenses relating to community visits in accordance with the Royal Far West Travel Policy. This includes but is not limited to the cost of safe, secure and quality accommodation, taxi vouchers, air travel and car hire.

28.4 The employee will be paid their ordinary wage for the hours they would normally work. Any hours worked in addition to an employee's normal hours will be paid in accordance with clauses 33 and 34.

28.5 Subject to clause 40.3 and 40.4, time taken to travel to and from the community visit will be paid in accordance with clauses 33, 34 or 40, if applicable.

29 Expenses

Royal Far West will reimburse employees for all approved reasonable business expenses incurred in the course of their employment, upon the presentation of a valid tax receipt for those expenses.

D. WORK HOURS

30 Hours of Work

30.1 The hours for an ordinary week's work for a full time employee shall be 38 and shall be worked either:

30.1.1 in a week of five days in shifts not exceeding ten hours each; or

30.1.2 If agreed between employer and employee, in a fortnight of 76 hours in nine shifts not exceeding ten hours each; or

30.1.3 By mutual agreement between the employer and an employee, in a four week period of 152 hours to be worked as 18 shifts each of ten hours; or

30.1.4 Any method agreed between the employer and a particular employee provided that the length of any ordinary shift shall not exceed twelve hours and provided any averaging is to a maximum of 26 weeks.

30.2 Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such days off must be consecutive.

30.3 The hours of work on any day will be continuous except for meal breaks.

31 Commencement and finishing work

The ordinary hours of work for a day worker will be between 6.00 am and 7.00 pm Monday to Friday.

32 Additional hours

32.1 In addition to an employee's ordinary hours, any employee may be asked to work additional hours.

32.2 Royal Far West specifically gives notice to its employees that given the nature of its business and its fluctuating demands, there may be a need to request employees to work additional hours.

32.3 An employee may refuse to work additional hours if those hours are unreasonable.

33 Overtime for Full Time Employees

- 33.1 Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 29 are to be paid as follows:
- 33.1.1 Monday to Saturday (inclusive)-time and a half for the first two hours and double time thereafter;
 - 33.1.2 Sunday-double time;
 - 33.1.3 Public holidays-double time and a half.
- 33.2 Overtime rates as described in clauses 33.1.1 – 33.1.3 will be in substitution for and not cumulative upon the shift loading.
- 33.3 An employee must have written approval from their supervisor prior to working any overtime unless extenuating circumstances prevent the employee from doing so. In the event of prior approval not being sought, the employee must ensure that they notify their supervisor as soon as possible after working the additional hours.
- 33.4 Overtime payments as set out in clause 33.1 apply to both day workers and shift workers. To avoid any doubt, the fact that hours of work may be within the ordinary hours of a day worker does not prevent an employee from having an entitlement to overtime rates as a result of working hours in excess of the hours of work prescribed in clause 2.

34 Overtime for Part-time employees

- 34.1 In the event that a part time employee genuinely agrees, without coercion, to work additional hours above their fortnightly contracted number of hours, then the employee may work up to 76 hours per fortnight at the base rate of pay. An individual flexibility arrangement (IFA) will be put in place to reflect this agreement.
- 34.2 RFW will offer any additional hours of work to permanent part time employees prior to engaging casual or contract employees to complete the work.
- 34.3 In the event that RFW requires a part time employee to work additional hours above their contracted hours, then these additional hours will be paid at the applicable overtime rate in accordance with clause 33.1.

35 Time off instead of payment for overtime

- 35.1 By agreement on each occasion between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time. An employee cannot be compelled to take time off instead of receiving overtime.
- 35.2 The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.

35.3 The accrual of time in lieu will be capped at 24 hours per employee. Any hours beyond this will be paid at the applicable overtime rate.

35.4 Any time off in lieu must be taken within 6 months of accrual. Any hours not taken within this time frame will be paid at the applicable overtime rate in which they were accrued.

36 Rest period after overtime

36.1 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.

36.2 An 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.

36.3 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.

37 Rest Break during Overtime

37.1 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.

38 Recall to work when on call

38.1 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.

39 Recall to work when not on call

39.1 An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.

39.2 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.

39.3 An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.

39.4 If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport. Except in the event that the employee is recalled within three hours of their rostered commencement as described in clause 39.2. In this case the employee will only be provided with transport or refunded the cost of such transport for their journey to work.

40 Saturday and Sunday work

40.1 For all ordinary hours worked between midnight Friday and midnight Saturday, an employee will be paid their ordinary hourly rate and an additional 50% loading.

40.2 For all ordinary hours worked between midnight Saturday and midnight Sunday, an employee will be paid their ordinary hourly rate and an additional 75% loading.

40.3 In the event that an employee is required and approved by RFW to travel on a Saturday or Sunday in order to perform their duties for the following week in a location other than their regular location of employment, then the hours required to travel will be paid at the applicable overtime rate.

40.4 To avoid any doubt, if an employee independently chooses to travel on either a Saturday or Sunday, they will not be paid for the time taken to travel, but will have their expenses paid in accordance with the Royal Far West Travel Policy.

41 Shift Penalties – Non-Nursing Employees

41.1 Employees, other than Nursing employees, shall be paid the following percentages in addition to their ordinary pay and, where applicable, the casual loading, for shifts rostered as follows:

41.1.1 10% for afternoon shift commencing after 10.30am and before 1.00pm

41.1.2 12.5% for afternoon shift commencing at or after 1.00pm and before 4.00pm;

41.1.3 15% for night shift commencing at or after 4.00pm and before 4.00am;

41.1.4 10% for night shift commencing at or after 4.00am and before 6.00am.

41.2 Notwithstanding subclause 41.1 employees working less than the hours prescribed for a full time employee within clause 30.1 shall only be entitled to the additional rates where their shifts commence prior to 6.00am and finish subsequent to 7.00pm.

41.3 The shift penalties prescribed in the clauses 41.1 to 41.2 will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed in clause 31 applies.

41.4 The Shift penalties apply to both day workers and shift workers. To avoid any doubt, the fact that hours of work may be within the ordinary hours of a day

worker does not prevent an employee from having an entitlement to a shift penalty, if applicable, under this clause.

42. Shift Penalties – Nursing Employees

42.1 Nursing employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate for such shift and, where applicable, the casual loading.

42.1.1 10% for afternoon shift commencing at or after 10.00am and before 1.00pm;

42.1.2 12.5% for afternoon shift commencing at or after 1.00pm and before 4.00pm;

42.1.3 15% for night shift commencing at or after 4.00pm and before 4.00am;

42.1.4 10% for night shift commencing at or after 4.00am and before 6.00am.

42.2 Notwithstanding clause 42.1, employees who work less than 38 hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

42.3 The shift penalties prescribed above will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed in clause 42.1.1, 42.1.2, 42.1.3 and 42.1.4 applies.

42.4 Shift penalties apply to both day workers and shift workers. To avoid any doubt, the fact that hours of work may be within the ordinary hours of a day worker does not prevent an employee from having an entitlement to a shift penalty, if applicable, under this clause.

43. Higher Grade Duties

43.1 A Royal Far West Support Employee who is 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:

43.1.1 the time so worked for two hours or less; or

43.1.2 a full day or shift where the time so worked exceeds two hours.

43.2 A Health Professional employee who is authorised to assume the duties of another employee on a higher classification under this agreement for a period of five or more consecutive working days will be paid for the period for which they assumed such duties at not less than the minimum rate prescribed for the classification applying to the employee so relieved.

43.3 A Nursing employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate provided the relieving is for three days or more.

44 Meal breaks

An employee who works in excess of (5) five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.

45 Tea breaks

45.1 Employees will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between an individual employee and their manager.

45.2 Subject to agreement between the manager and an individual employee, such breaks may be taken as one combined 20 minute tea break.

45.3 Tea breaks will be counted as time worked.

46 Rest breaks

46.1 Employees, other than Nursing employees, 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.

46.2 Nursing employees will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.

46.2.1 By mutual agreement between the employer and employee, the 10 hour rest break may be reduced to 8 hours.

46.2.2 If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until released from duty for such period.

47. Lactation Breaks

47.1 This clause applies to employees who are lactating parents. A lactation break is provided for breastfeeding, expressing milk or other activity necessary to the act of breastfeeding or expressing milk and is in addition to any other rest period and meal break as provided for in this Agreement.

47.2 A full-time employee or a part-time employee working more than four hours per day is entitled to a maximum of two paid lactation breaks of up to 30 minutes each per day or per shift.

- 47.3 A part-time employee working four hours or less on any day or shift is entitled to one paid lactation break of up to 30 minutes each per day or per shift worked.
- 47.4 A flexible approach to lactation breaks can be taken by mutual agreement between an employee and their manager provided the total lactation break time entitlement is not exceeded. When giving consideration to any such requests for flexibility, a manager needs to balance the operational requirements of the organisation with the lactating needs of the employee.
- 47.5 The employer shall provide access to a suitable, private space with comfortable seating for the purpose of breastfeeding or expressing milk. Other suitable facilities, such as refrigeration and a sink, shall be provided where practicable. Where it is not practicable to provide these facilities, discussions between the manager and the employee will take place to attempt to identify reasonable alternative arrangements for the employee's lactation needs.
- 47.6 Employees experiencing difficulties in effecting the transition from home based breastfeeding to the workplace will have telephone access in paid time to a free breastfeeding consultative service, such as that provided by the Australian Breastfeeding Association's Breastfeeding Helpline Service or the Public Health System.
- 47.7 Employees needing to leave the workplace during time normally required for duty to seek support or treatment in relation to breastfeeding and the transition to the workplace may utilise personal/carer's leave or other leave in accordance with the Agreement.

48 Rostering

- 48.1 The daily ordinary hours and starting and finishing times for each employee will be displayed on a fortnightly roster in a place conveniently accessible by employees. The roster will be posted at least two weeks before the commencement of the roster period.
- 48.2 Seven days' notice will be given of a change of roster. However, a roster may be altered at any time to enable the functions of Royal Far West to be carried out where another employee is absent from work due to illness or 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 mutually arranged.
- 48.3 Unless Royal Far West otherwise agrees, an employee desiring a roster change will give at least seven days' notice, except where the employee is ill or in an emergency

49 Training

- 49.1 Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.

- 49.2 Mandatory education will be provided during an employee's normal rostered hours of work.
- 49.3 Where practicable, non-mandatory training will be provided to Employees during their normal rostered hours of work. Where it is not:
- 49.3.1 Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
 - 49.3.2 The Employer must provide Employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - 49.3.3 The employee will be paid in accordance the relevant overtime rates in accordance with clauses 33 & 34.

50. Professional Development and Study Leave

- 50.1 Royal Far West encourages ongoing professional development to maintain and improve skills, enhance career opportunities, foster staff expertise, promote organisational performance and ensure that Employees stay up to date with contemporary practices.
- 50.2 For the purpose of this clause, the entitlement to Professional Development does not include mandatory training required by Royal Far West for its Employees in the course of their work.
- 50.3 Professional Development includes Continuing Professional Development:
- 50.3.1 relevant to the role of the Employee; and/or
 - 50.3.2 required for maintenance of their registration for the purposes of their role with Royal Far West.
- 50.4 Employees will be allocated twenty two point eight (22.8) hours of release time each calendar year to access Professional Development approved by Royal Far West specific to the role the Employee has been engaged to perform.
- 50.4.1 The allocation of release time of twenty two point eight (22.8) hours to attend approved professional development under this clause is not cumulative from year-to-year and is not paid on termination of employment.
 - 50.4.2 Royal Far West may, at its discretion, grant additional paid professional development and study leave, the granting of which will be determined on a case by case basis. Approval for any such additional paid professional development and study leave over 22.8 hours per calendar year must be done in accordance with the Royal Far West Delegations of Authority.
- 50.5 Professional Development will be provided as follows:

- 50.5.1 Where Royal Far West is able to provide Professional Development internally, it will do so by offering appropriate options to its Employees;
 - 50.5.2 Externally by approved providers where internal Professional Development is not available or cannot otherwise be provided by Royal Far West;
 - 50.5.3 Externally by approved providers where a specific requirement is identified by Royal Far West and the Employee, consistent with the Employee's Individual Professional Development Plan; and
 - 50.5.4 Where a specific requirement for Professional Development is identified by an Employee on offer by an external provider, Royal Far West will not unreasonably refuse approval to access Professional Development consistent with this clause. Where Royal Far West refuses approval for attendance at an external provider, Royal Far West will provide reasons to the Employee. These reasons may include but not be limited to budget limitations within Royal Far West.
- 50.6 Wherever possible, Professional Development should be undertaken during an Employee's ordinary hours. Where an Employee is unable to access and participate in appropriate Professional Development during ordinary hours, Royal Far West will not unreasonably refuse the Employee's access to Professional Development in accordance with this clause.
- 50.7 Where approved Professional Development is accessed outside of an Employee's ordinary hours, Royal Far West and the Employee will reach agreement for the Employee to be paid or be provided with time off in lieu.
- 50.8 The Parties will ensure that Professional Development under this clause does not impact on the ability of Royal Far West to deliver services and the Employee's ability to carry out their duties and where relevant, impact on the Employee's Key Performance Indicators (KPIs).
- 50.9 The provision of paid professional development and study leave does not create an obligation for Royal Far West to cover the external costs associated with the training, such as registration and travel fees.

51. Workload Management

- 51.1 Royal Far West is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality client care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the client.
- 51.2 Should any Employee or group of Employees feel that the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Manager, who in turn will use all reasonable endeavours to resolve the concern.

- 51.3 The Manager shall investigate any issue that is formally raised in writing by an Employee or group of Employees and provide a written response to the issue/s within 5 business days where practicable. If the Manager is unable to resolve the workload issue or respond within this period, the issue is to be referred to the General Manager.
- 51.4 It is the intent of the parties that the issue be initially dealt with as close to the source as possible, with graduated steps for further discussion and resolution at higher authority levels where necessary. If the matter is not settled within a reasonable period of time, the Employee (or their nominated Employee representative) may utilise the dispute settlement procedure of this Agreement.

E. LEAVE ENTITLEMENTS

52 Annual Leave

52.1 Entitlement - Non Nursing Employees

- 52.1.1 Annual leave will be in accordance with the applicable legislative entitlements contained in the National Employment Standards as amended from time to time.

Employees are entitled to the following annual leave:

- (a) Full time employees, who are not shiftworkers as defined under clause 2 of the agreement, are entitled to 4 weeks of paid annual leave per year of service.
- (b) Part time employees are entitled to annual leave accruing on a pro rata basis calculated according to the hours worked by the part-time employee.
- (c) Casual employees are not entitled to annual leave.
- 52.1.2 All employees, other than nursing employees, who are shiftworkers as defined under clause 2 of the agreement, are entitled to an extra week of annual leave and are considered shiftworkers for the purposes of the National Employment Standards.

52.2 Entitlement - Nursing Employees

- 52.2.1 For all nursing employees, in addition to the entitlements in the NES (as described in clause 52.1), a nursing employee is entitled to an additional week of annual leave on the same terms and conditions. To avoid any doubt, for each year of service, nursing employees are entitled to paid annual leave for:

- 52.2.1.1 5 weeks - nursing employees who are not shiftworkers for the purposes of the additional annual leave in accordance with the NES, as defined in clause 2 of the agreement; or

52.2.1.2 6 weeks - nursing employees who are shiftworkers for the purposes of the additional annual leave in accordance with the NES, as defined in clause 2 of the agreement.

52.3 Accessing Annual Leave

- 52.3.1 Paid annual leave may be taken for a period agreed between the employee and Royal Far West.
- 52.3.2 Royal Far West must not unreasonably refuse to agree to a request by an employee to take paid annual leave provided clause 55.2 is complied with.
- 52.3.3 If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid annual leave on that public holiday.

52.4 Payment of Annual Leave upon Termination of Employment

On the termination of their employment, an employee will be paid their accumulated annual leave.

53 Annual leave loading

- 53.1 In addition to their ordinary pay, an employee is entitled to be paid the higher of:
 - 53.1.1 an annual leave loading of 17.5% of ordinary pay for the period of the leave; or
 - 53.1.2 the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- 53.2 When the employment of an eligible employee is terminated, and at the time of the termination the employee has not taken the whole of their annual leave to which the employee was entitled, they shall be paid a loading calculated in accordance with sub-clause 53.1 for the period not taken.

54 Cashing out Annual Leave

- 54.1 The employer and employee may agree to cash out annual leave where an employee has in excess of four weeks accumulated annual leave, and after such cashing out will continue to have at least four weeks accumulated annual leave.
- 54.2 The employee will be paid the full amount that would have been payable to the employee had they taken the annual leave. This includes annual leave loading, if applicable.
- 54.3 Each instance of cashing out any annual leave will be through separate written agreement between Royal Far West and the employee.

55 Other rules relating to leave

- 55.1 The purpose of annual leave is to allow employees an opportunity to rest and recuperate from their duties.
- 55.2 An employee must take annual leave each year, subject to operational requirements. Royal Far West requests one month's written notice of an application for annual leave.
- 55.3 Royal Far West may direct an employee to take annual leave in the following circumstances:
- 55.3.1 for a shut down for the purposes of giving an annual holiday, such as over the Christmas and New Year period consistent with clause.
 - 55.3.2 where the employee has accrued more than six weeks paid annual leave.
- 55.4 For the purposes of clause 55.3.2 Royal Far West will give the employee at least eight weeks' notice of the requirement to take annual leave, and the period of leave to be taken. The only exception to this is where Royal Far West is forced to shut down its services or site due to government enforced lockdowns. In this instance, the minimum notice period will be waived for employees who are unable to revert to remote based work and Royal Far West can instruct the employee to take annual leave immediately. In this instance an employee may also be eligible to access pandemic/disaster leave per clause 60.
- 55.5 Royal Far West gives notice that some services will be closed for up to two weeks over the Christmas and New Year period in addition to the public holidays.
- 55.5.1 The employer may temporarily close a part or the whole of the establishment not more than once every twelve months for a period not exceeding two weeks, in addition to the public holidays.
 - 55.5.2 The employer will give six (6) months' notice of the dates of the closedown, where practicable. In any event, no less than 3 months' notice of the dates of closedown will be given. All prospective employees will be advised of any closedown in the letter offering them employment.
 - 55.5.3 Where an employee has an entitlement to annual leave which is less than the period of the closedown, they will have two options to cover the difference between their current annual leave entitlement and the length of the closedown:
 - 55.5.3.1 Subject to service needs and staff being appropriately skilled and qualified, temporary reassignment to another part of the establishment; or
 - 55.5.3.2 Take leave without pay.
 - 55.4.4 By mutual agreement between the employer and employee, more than one of the options available under subclause 55.5.3 may be used to

cover the difference between an employee's current annual leave and the length of the closedown.

- 55.6 Royal Far West will provide three (3) extra paid days of special leave to all full time staff between the Christmas and New Year period. For part time staff, Royal Far West will provide the number of days that would have otherwise been worked during this period based on their standard rostered hours. Notice of these dates will be given in line with the notification of the dates of the Christmas closure period.

56. Personal/Carer's Leave

56.1 The NES

56.1.1 Employees are entitled to personal leave in accordance with the NES.

56.1.2 Casual employees have no entitlement to paid personal/carers leave, but do have an entitlement to unpaid carer's leave.

56.2 Meaning of Personal/Carer's Leave

Personal/carers leave is either:

56.2.1 paid leave (sick leave) taken by an employee because of a personal illness, or injury, of the employee; or

56.2.2 paid or unpaid leave (carer's leave) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:

56.2.2.1 a personal illness, or injury, of the member; or

56.2.2.2 an unexpected emergency affecting the member.

56.3 Accrual of Paid Personal/Carer's Leave

56.3.1 For each year of service with their employer, a full time employee is entitled to ten (10) days of paid personal/carers leave.

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

56.3.3 Part time employees will receive a pro-rata entitlement to paid personal/carers leave.

56.3.4 No payment will be made in lieu of accumulated personal/carers leave.

56.3.5 Personal/carers leave is accumulative from year to year but is not paid out on termination.

56.4 Meaning of Immediate Family or Household

56.4.1 The entitlement to carer's or compassionate leave is subject to the person in respect of whom the leave is taken being either:

- 56.4.1.1 a member of the employee's immediate family; or
- 56.4.1.2 a member of the employee's household.

The term "immediate family" includes:

- 56.4.1.3 a spouse or former spouse of the employee; or
- 56.4.1.4 de facto partner of the employee which 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 and shall include partners of the same sex or different sexes; or
- 56.4.1.5 former de facto partner of the employee; or
- 56.4.1.6 a child or an adult child (including an adopted child, a step child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse or partner of the employee; or
- 56.4.1.7 relative of the employee who is a member of the same household, where for the purpose of this subparagraph:
 - 56.4.1.7.1 "relative" means a person related by blood, marriage or affinity;
 - 56.4.1.7.2 "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
 - 56.4.1.7.3 "household: means a family group living in the same domestic dwelling.

56.5 Payment of Paid Personal/Carer's Leave

56.5.1 If, in accordance with this Clause an employee takes a period of paid personal/carers leave, the personal/carers leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.

56.6 Unpaid Carer's Leave

56.6.1 An employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate

family, or a member of the employee's household, requires care or support during such a period because of:

56.6.1.1 a personal illness, or injury, of the member; or

56.6.1.2 an unexpected emergency affecting the member.

56.6.2 This entitlement extends to casual employees and the employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

56.6.3 An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

56.7 Taking of Paid Personal /Carer's Leave

56.7.1 An employee is entitled to use their paid personal/carer's leave entitlement as paid sick leave in accordance with the NES.

56.7.2 An employee shall, wherever practical, inform Royal Far West of their inability to attend work prior to the commencement of absence due to injury or illness or carer's responsibilities by contacting their line manager. Also, if possible, the employee should state the estimated duration of the absence. This notice requirement relates to both paid and unpaid periods of leave.

56.7.3 For periods of leave (both paid and unpaid) of more than two days a medical certificate, or evidence that would satisfy a reasonable person to substantiate the reason for the leave, is required prior to payment of any paid leave. Royal Far West retains the right to request a medical certificate or statutory declaration from any employee where Royal Far West deems the absences of that employee are excessive or where a pattern is identified. If no proof is provided, the employer may withhold the personal/carer's leave from the employee and manage the situation in accordance with RFW policy.

57. CARE Hours

57.1 Royal Far West recognises and acknowledges the importance of maintaining a work/life balance and the impact this has on an individual's health and wellbeing.

57.2 In addition to the Personal/Carer's leave provisions outlined in clause 56, full time and part time employees will be entitled to an allocation of CARE Hours per annum as defined below:

57.2.1 Full time employees will be allocated 38 (thirty-eight) CARE hours per annum, to be taken in blocks of not less than one day as defined by their work pattern

57.2.2 Part time employees will be allocated a pro rata number of hours based on the full-time entitlement as specified in clause 57.2.1, to be

taken in blocks of not less than one day as defined by their work pattern.

57.2.3 Casual employees are not entitled to CARE Hours.

57.3 Managers and team leaders will work proactively with staff to ensure these days can be accessed.

57.4 If a CARE Day is taken on a day that would ordinarily have been used to provide clinical service, every effort will be made by Royal Far West to reschedule or reallocate the appointment/s to a later date, or if appropriate to another clinician who may have capacity, so as not to significantly impact on workload when the employee returns from the CARE Day.

57.5 To access a CARE day, the Employee will advise their manager as soon as possible of their intention to apply for leave pursuant to this clause and the expected duration of the leave.

57.6 Employees are not required to provide evidence or reasons for accessing a CARE Day.

57.7 CARE days are non-cumulative and will not be paid out upon termination of employment.

58 Community Service Leave

Community service leave (including jury service leave) entitlements are in accordance with the NES.

59. Family and Domestic Violence Leave

59.1 Royal Far West recognises that sometimes employees face situations of family and domestic violence or other forms of abuse in their personal lives that may affect their attendance or performance at work. In accordance with Royal Far West's values, it wishes to provide support to employees who experience family and domestic violence and will assist those employees as set out below.

59.2 For the purpose of this agreement, family and domestic violence includes

59.2.1 Physical abuse;

59.2.2 Sexual abuse;

59.2.3 Emotional or psychological abuse;

59.2.4 Economic abuse; and/or

59.2.5 Threatening or coercive behaviour (coercive control)

of an employee by the employee's partner, former partner, or other family member.

59.3 An employee who is experiencing family and domestic violence, and wants assistance from Royal Far West should notify their manager or People & Culture to request that assistance. The manager should contact People & Culture who will liaise with the manager to make a recommendation on the most appropriate form of support to provide to the employee.

- 59.4 Royal Far West may require an employee to provide substantiation of the family and domestic violence, for example in the form of a letter or certificate from the relevant police service, a court, a doctor, a support service or a lawyer.
- 59.5 If an employee has requested assistance, and subject to the employee providing any substantiation that Royal Far West has required, Royal Far West will:
- 59.5.1 Grant the employee 10 days per year of paid Family and Domestic Violence Leave for the purpose of attending medical appointments, legal proceedings and other reasonable activities requested by the employee in relation to the domestic violence. This leave is in addition to all other paid leave entitlements and may be taken as consecutive or single days or as a part of a day, and may be taken without prior approval;
 - 59.5.2 Allow the employee to use other paid leave such as accrued annual leave or personal leave; or
 - 59.5.3 Consider any request made by the employee for:
 - 59.5.3.1 Further paid or unpaid leave
 - 59.5.3.2 Changes to the employee's span of hours or pattern of hours and/or shift patterns;
 - 59.5.3.3 Changes to duties
 - 59.5.3.4 A change of telephone number or email address to avoid being contacted by a violent person;
 - 59.5.3.5 Any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements; and/or
 - 59.5.3.6 Refer the employee to Royal Far West's employee assistance program and/or other local resources to assist the employee.
- 59.6 An employee may use their own personal leave as set out in clause 55 to attend a family and domestic violence situation (as defined above) to provide care or support to a member of their household or immediate family experiencing domestic violence.
- 59.7 Personal information concerning family and domestic violence will be kept confidential in line with Royal Far West policies and relevant legislation.
- 59.8 Royal Far West may, at its discretion, grant additional paid family and domestic violence leave. Any decision to approve or decline additional paid family and domestic violence leave for an Employee is within the complete discretion of Royal Far West and there is no obligation on Royal Far West to provide additional leave
- 59.9 Family and Domestic Violence leave is non-cumulative and will not be paid out upon termination of employment.

60 Pandemic/Disaster Leave

- 60.1 Employees will assist with keeping Royal Far West services open to support clients, students and families as far as is feasible and safe to do so. Employees will attend work unless prevented by circumstances outlined in this clause, or if they are otherwise on approved leave.
- 60.2 An employee, other than a casual employee, who is unable or prevented from attending work because of a declared natural disaster, or as a result of a public health order and cannot work remotely will be granted a maximum of seven (7) days paid leave per calendar year in the following circumstances:
- 60.2.1 the Employee must remain at home because transport services and facilities are disrupted or discontinued and they are not able to reach a place of work in a timely or safe manner; or
 - 60.2.2 the Employee is away from their usual residence and is unavoidably delayed in returning to work due to identified and specific disruptions to transport services and facilities; or
 - 60.2.3 the Employee is required to leave work early and return home to ensure their personal safety, the safety of their family or the protection of their property or because the availability of transport services and facilities may be disrupted or discontinued; or
 - 60.2.4 the Employee must remain at home to have essential temporary repairs effected, restore or replace essential belongings, complete necessary clean-up for safety or to enable occupation of residence; or
 - 60.2.5 the Employee does not have the facilities to work remotely in circumstances where a public health order restricts travelling into the Employee's ordinary place of employment.
- 60.3 Royal Far West may require an Employee to provide satisfactory evidence of the circumstances outlined in clause 60.2.
- 60.4 The Employee will advise Royal Far West as soon as possible of their intention to apply for leave pursuant to this clause, the expected duration and the reason for absence.
- 60.5 If a natural disaster is declared retrospectively and an Employee has already taken other leave because of that declared natural disaster in the circumstances outlined in clause 60.2, the Employee may apply for that other leave (including any unpaid leave) to be converted to paid pandemic/special leave up to a maximum of seven (7) days per calendar year.
- 60.6 For the purposes of this clause, the Employee's 'home' means the Employee's principal place of residence only.
- 60.7 Royal Far West may, at its discretion, grant additional pandemic/special leave (either paid or unpaid). Any decision to approve or cease additional

pandemic/special leave to an Employee is within the complete discretion of Royal Far West and there is no obligation on Royal Far West to provide additional leave.

60.8 An Employee, other than a casual Employee, who is impacted by a natural disaster (whether declared or not) may be entitled to apply for paid personal/carer's leave under clause 56 of this Agreement.

60.9 An Employee who is unable to or prevented from attending work because of floods, severe storms, bushfires or other natural emergencies in circumstances outlined in clause 60.2 and cannot work remotely will be considered to be affected by an unexpected personal emergency for the purposes of clause 60.2.

60.10 For clarity, personal/carer's leave cannot be taken concurrently with paid emergency disaster leave.

60.11 Pandemic/disaster leave is non-cumulative and will not be paid out upon termination of employment.

61 Compassionate Leave

Compassionate leave entitlements are in accordance with the NES.

62 Public holidays

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

62.2 In the event that an employee resides outside of NSW, however their ordinary place of work remains within NSW, then the NSW public holiday provisions apply.

62.3 In the event that an employee resides outside of NSW and their ordinary place of work is also outside of NSW, then the public holidays applicable to their ordinary place of work will apply.

62.4 Substitution

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

62.5.2 Notwithstanding any other provision of this clause where an employee requests and Royal Far West agrees, any or all of the holidays Good Friday, Easter Saturday, Easter Monday and Christmas Day may be substituted to take into account day(s) of religious significance to the employee.

62.6 Payment for Working on a Public Holiday

Any employee required to work on a public holiday will be paid double time and a half for all time worked. Such payment is in lieu of shift penalties.

63 Parental Leave

63.1 For all periods of paid or unpaid parental leave that commence after the approval of this agreement, Royal Far West will provide employees entitled to parental leave under the NES with the following entitlements, which are in addition to those provided for by the NES:

63.1.1 For either parental or adoption leave:

63.1.1.1 To have fourteen (14) weeks of paid parental leave, if the primary care giver; or

63.1.1.2 To have four (4) weeks of paid parental leave, if the secondary care giver.

63.1.2 For foster carers leave:

63.1.2.1 to have up to fourteen (14) weeks of paid parental leave, if the primary carer; or

63.1.2.2 to have four (4) weeks of paid parental leave, if the secondary care giver.

In the event that the foster carer's placement is less than the period of parental leave specified in sub clauses 63.1.2.1 and 63.1.2.2, then the amount of paid parental leave will be reduced to align with the duration of the foster carers placement. If a foster carer has a series of placements of foster children the total paid parental leave they can take in any two year period is a maximum of fourteen (14) weeks.

63.2 For the avoidance of doubt, paid or unpaid parental leave periods that have commenced prior to the approval of this agreement will be subject to the parental leave provisions as outlined in clause 48 of the Royal Far West and the Health Services Union NSW Branch, the NSWNMA and the ANMF (NSW Branch) Enterprise Agreement 2017-2021.

63.3 The provisions in clause 63.1 are in addition to any payments made by the Commonwealth Paid Parental Leave Scheme in respect of parental leave.

63.4 In respect of clause 63.1, such leave may, at the request of the employee, be paid:

63.4.1 over a period of fourteen (14) weeks on a regular fortnightly basis;

63.4.2 in advance in a lump sum; or

63.4.3 at the rate of half pay over a period of 28 weeks on a regular fortnightly basis.

63.5 Annual and long service leave accruals can be taken in conjunction with paid and unpaid parental leave, however the taking of such leave does not entitle an employee to a longer period of parental leave than that defined in the NES.

63.6 If an employee is required to attend ante-natal appointments or parenting classes and such appointments are only available or can only be attended during the ordinary rostered shift of an employee, then on production of satisfactory evidence of such attendance at such appointment or class, the employee may access their carer's leave for this purpose. The employee must give the employer reasonable prior notice of the employee's intention to take such leave.

64 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 10 working days' unpaid leave in any one year, with the approval of Royal Far West.

65 Leave without pay

65.1 Royal Far West may agree, on a case by case basis, to allow an employee leave without pay for an agreed period.

65.2 Whilst leave without pay will not count for the purpose of continuous service, accruing leave entitlements and for the calculation of notice of termination and redundancy pay entitlements, it does not break an employee's length of service.

66 Long Service Leave

66.1 Employees covered by this Agreement are entitled to long service leave in accordance with the provisions of this Agreement and the Long Service Leave Act 1955 (NSW) or its successor, provided that should there be any inconsistency between that legislation and the provisions of this Agreement, this Agreement shall prevail to the extent that it provides superior conditions to those in the legislation.

66.2 In the event that an employee resides outside of NSW, however their ordinary place of work remains within NSW, then the Long Service Leave provisions as outlined in clause 66.5 apply.

66.3 In the event that an employee resides outside of NSW and their ordinary place of work is also outside of NSW, then the long service leave provisions applicable to their ordinary place of work will apply.

66.4 Employees engaged prior to 17 September 2014 shall accrue long service leave at the following rates:

Royal Far West Support Employees	Royal Far West Nurses	Royal Far West Health Professionals

Entitlement		
<p>2 months long service leave on ordinary pay after 10 years service: Thereafter, additional long service leave shall accrue on the basis of five months' long service leave for each ten years' service.</p>	<p>2 months long service leave on full pay after 10 years continuous service; After 15 years continuous service, an additional one month's long service leave on full pay; And for each five years' continuous service thereafter an additional one and one half month's long service leave on full pay.</p>	<p>2 months long service leave on ordinary pay after 10 years continuous service And for each five years continuous service thereafter, an additional one months long service leave</p>
Termination of Employment		
<p>Where the services of an employee are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employer on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, they shall be entitled to be paid a proportionate amount on the basis of two months for ten years' service.</p>	<p>Where the service of an employee with at least five years service is terminated, the employee shall be entitled to long service leave as follows: for the first five years' service – one month for the next ten years service – a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks pay. For all subsequent service: a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks pay.</p> <p>On the termination of employment an employee shall receive the monetary value of the long service leave to which they have become entitled,</p>	<p>Where the services of an employee who has completed at least five years service is terminated by the employer for any reason other than the employees serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, they shall be entitled to be paid a proportionate amount on the basis of two months for ten years service.</p>

	calculated using the rate of salary which they had been receiving immediately prior to the termination of their employment.	
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Note: "service" in the above table means continuous service with Royal Far West.

66.3 Employees engaged after 17 September 2014 will only be entitled to Long Service Leave in accordance with the *Long Service Leave Act 1955 (NSW)*.

66.4 Such leave shall be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term "as soon as practicable" shall mean that leave is taken by the employee within 12 months of the date that the leave falls due. The leave is to be taken in one continuous period unless the employer and employee agree otherwise.

66.5 Notwithstanding anything contained elsewhere in this clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve months referred to above. In such a case the employer and employee may agree that the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

66.6 If the employee dies and any long service leave:

66.6.1 to which the employee was entitled has not been taken, or

66.6.2 accrued upon termination of the services of the employee by reason of the employee's death and has not been taken,

66.6.3 Royal Far West shall upon request by the employee's authorised personal representative pay to the employee's estate in full the amount 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.

66.7 For the purpose of this clause:

66.7.1 one month equals four and one third weeks

66.7.2 Continuous service shall be deemed not to have been broken by:

66.7.2.1 absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;

66.7.2.2 any period of absence on leave without pay not exceeding six months.

66.8 Where any employee has been granted a period of long service leave prior to the coming into force of this agreement, the amount of such leave shall be debited against the amount of leave due under this agreement.

66.9 Any period(s) of part time employment with Royal Far West shall count towards long service leave as provided for in this clause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to 38.

67 Employee Wellbeing

An Employee Assistance Program (EAP) is available to provide a confidential, professional counselling service to help employees resolve work related and personal problems.

F INDIVIDUAL FLEXIBILITY

68 Right to request flexible working arrangements

An employee may request flexible working arrangements in accordance with the NES.

69 Model flexibility term

69.1 Royal Far West and an employee may agree to make an Individual Flexibility Arrangement (an "IFA") to vary the effect of terms of the Agreement if:

69.1.1 The IFA deals with one or more of the following matters:

- i. arrangements about when work is performed;
- ii. overtime rates;
- iii. penalty rates;
- iv. allowances;
- v. leave loading; and

69.1.2 the arrangement meets the genuine needs of Royal Far West and the employee in relation to one or more of the matters mentioned in clause 68.1.1; and

69.1.3 the arrangement is genuinely agreed to by Royal Far West and the employee.

69.2 Royal Far West must ensure that the terms of the IFA:

69.2.1 are about permitted matters under section 172 of the Fair Work Act 2009; and

69.2.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and

69.2.3 result in the employee being better off overall than the employee would be if no arrangement was made.

69.3 Royal Far West must ensure that the IFA:

69.3.1 is in writing; and

69.3.2 includes the name of the employer and employee; and

69.3.3 is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and

69.3.4 includes details of:

69.3.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and

69.3.4.2 how the arrangement will vary the effect of the terms; and

69.3.4.3 how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and

69.3.4.4 states the day on which the arrangement commences.

69.4 Royal Far West must give the employee a copy of the IFA within 14 days after it is agreed to.

69.5 Royal Far West or the employee may terminate the IFA:

69.5.1 by giving no more than 28 days written notice to the other party to the arrangement; or

69.5.2 if Royal Far West and the employee agree in writing - at any time.

G SETTLING DISPUTES

70 Dispute resolution

70.1 If a dispute relates to:

70.1.1 a matter arising under the agreement; or

70.1.2 the National Employment Standards;

this term sets out procedures to settle the dispute.

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

70.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

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

70.5 The Fair Work Commission may deal with the dispute in 2 stages:

70.5.1 the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

70.5.2 if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may, if it determines that it is in the best interests of the parties, then:

(i) arbitrate the dispute; and

(ii) make a determination that is binding on the parties.

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

70.6 A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

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

70.7.1 an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and

70.7.2 an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

(i) the work is not safe; or

(ii) applicable occupational health and safety legislation would not permit the work to be performed; or

(iii) the work is not appropriate for the employee to perform, or

- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

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

H TERMINATION OF EMPLOYMENT

71 Termination of Employment

71.1 Notice of Termination by Employer

71.1.1 In order to terminate the employment of an employee, the employer shall provide the employee with written notice in accordance with the National Employment Standards. The table below sets out the current notice entitlements:

Period of Continuous Service	Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

If an employee is over 45 years old, and has completed at least two years of service at the end of the day notice is given, the employee receives an additional one week notice.

71.1.2 Any Health Professional employee who holds a position with a classification of Health Professional level 4 pay point 1 or higher, will be provided with 4 weeks notice as opposed to the notice provisions outlined in clause 70.1.1. Further, if the employee is over 45 years old and has completed at least two years of service at the end of the day notice is given, the employee will receive an additional one week notice.

71.1.3 Payment in lieu of the prescribed notice in clause 71.1.1 and 71.1.2 must be made if the appropriate notice period is not required to be worked. Provided that the employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice

71.1.4 The required amount of payment in lieu of notice must be equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the Employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

- 71.1.4.1 The employee's ordinary hours of work (even if not standard hours); and

- 71.1.4.2 The amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
- 71.1.4.3 Any other amounts payable under the employee's contract of employment.
- 71.1.5 The period of notice in clauses 70.1.1 and 70.1.2 do not apply:
 - 71.1.5.1 in the case of dismissal for serious misconduct;
 - 71.1.5.2 to apprentices;
 - 71.1.5.3 to employees as Fixed Term Employees that are engaged for a specific period of time or for a specific task or tasks, unless the fixed term contract is to cease prior to the end of the term;
 - 71.1.5.4 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement, unless the traineeship is to cease prior to the end of the traineeship period; or
 - 71.1.5.5 to casual employees.

71.2 Notice of Termination by an Employee

- 71.2.1 The notice of termination required to be given by an employee is the same as that required of the employer per clause 71.1.1 and 71.1.2, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- 71.2.2 If an Employee fails to give the notice specified in clause 71.1.1 and 71.2.1 as applicable, the Employer has the right to withhold monies due to the Employee to a maximum amount equal to the amount the Employee would have received under clause 71.1.4.

71.3 Transfer of Business

- 71.3.1 Where a business is transferred from one employer to another the period of continuous service that the employee had with the transferring Employer or any prior employer that transferred the business is deemed to be service with the new employer and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

72 Redundancy

72.1 Discussion before Termination

Where the Employer has made a definite decision that the job being performed by the Employee is no longer required to be performed by anyone and this is not due to the ordinary and customary turnover of labour and such a decision may lead to the termination of employment, the Employer shall consult in accordance with clause 74 of this Agreement.

72.2 Transfer to Lower Paid Duties

72.2.1 Where an employee's position is terminated due to redundancy and they agree to be transferred to lower paid duties, the Employee shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated.

72.2.2 The employer may, at the employer's discretion, make payment in lieu of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.

72.3 Severance Pay

72.3.1 In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in clause 72.1 shall be paid the following amount of severance pay in respect of a period of continuous service:

Period of Continuous Service

Less than one year	Nil
1 years and less than 2 years	4 weeks
2 years and less than 3 years	6 week
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years but less than 9 years	14 weeks
Greater than 9 years	16 weeks

72.3.2 Further to clause 72.3.1, if an employee is over 45 years of age, and has completed at least ten (10) years of service at the end of the day that notice is given, the employee will receive an additional two (2) weeks' severance pay.

72.4 Definitions

'Weeks' pay for the purpose of calculating severance pay means the ordinary time rate of pay for the employee concerned.

72.5 Employee leaving during notice period

An employee whose employment is terminated for reasons set out in clause 72.1 may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

72.6 Alternative Employment

72.6.1 Where the employer offers the employee acceptable alternative employment a reduced severance payment or no severance may be paid.

72.6.2 Further to clause 72.6.1, in accordance with Section 120 of the Fair Work Act, the following applies:

Variation of redundancy pay for other employment or incapacity to pay

72.6.2.1 This section applies if:

- a. an employee is entitled to be paid an amount of redundancy pay by the employer because of section 119 of the Fair Work Act; and
- b. the employer:
 - i. obtains other acceptable employment for the employee; or
 - ii. cannot pay the amount.

72.6.2.2 On application by the employer, the Fair Work Commission may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that the Fair Work Commission considers appropriate.

72.6.2.3 The amount of redundancy pay to which the employee is entitled under Section 119 of the Fair Work Act is the reduced amount specified in the determination.

72.7 Time off during Period of Notice

72.7.1 During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.

72.7.2 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 shall, at the request of the employer, produce proof of attendance at an interview or they may not receive payment for the time absent.

72.7.3 For this purpose a statutory declaration will be sufficient.

72.8 Employees with less than one year's continuous service

Clause 72.7 does not apply to employees with less than one year's continuous service.

72.9 Employees Exempted

This clause shall not apply where employment has been terminated because the conduct of the employee justifies instant dismissal, is due to poor performance, in the case of casual employees or employees engaged for a specified period of time for a specified task or tasks.

73 Return of Property

On termination of employment, the employee will return to Royal Far West all property belonging to Royal Far West, including any IT equipment, keys, computer files, documents, ID Badge and any other property belonging to Royal Far West. In the event that an employee fails to return any and all RFW property, RFW may withhold payment of their termination pay (equivalent to the replacement cost of the property not returned) until such time as the property is returned.

I CONSULTATION

74 Consultation Regarding Change

74.1 Employer to Notify

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

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

74.1.2 Significant effects include:

- 74.1.2.1 termination of employment of employees;
- 74.1.2.2 major changes in the composition, operation or size of the employer's workforce or in the skills required;
- 74.1.2.3 the elimination or diminution of job opportunities, promotion opportunities or job tenure;
- 74.1.2.4 the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and
- 74.1.2.5 the restructuring of jobs.

74.2 Employer to discuss change

74.2.1 Royal Far West must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 73.1 the effects the changes are likely to have on employees and

measures to avert or mitigate the adverse effects of such changes on employees, and must give prompt consideration to matters raised by the employees and /or their representatives in relation to the changes.

74.2.2 The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 73.1.

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

75 Consultation about changes to rosters or hours of work

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

75.2 The employer must:

75.2.1 provide to the employee or employees affected and their representatives, if any, all relevant information about the proposed change, provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests;

75.2.2 invite the employee or employees affected to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);

75.2.3 commence the consultation as early as practicable; and

75.2.4 give prompt consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

75.3 Further to subclauses 74.1 and 74.2, the following applies;

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

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

Schedule A - Classifications

For employees to be covered by this Agreement they must be employed within the classifications set out below. The classifications below cover the categories of employees:

1. Royal Far West Support Employees;
2. Health Professional Employees;
3. Nurses
4. Allied Health Assistants
5. Aboriginal Health Worker
6. Clinical Psychologists

The definitions below determine if an employee is covered by this Agreement.

Royal Far West Support Employees

Royal Far West Support Employee - Level 1 - entry level		
Entry Level:		
An employee with less than three months' work experience in the industry and who performs basic duties.		
An employee at this level:		
<ul style="list-style-type: none"> • 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 • is not required to have previous experience or training 		
Indicative roles at this level may include:		
General and administrative services	Food services	Technical and clinical
Cleaner Administration Assistant	Catering Assistant	

Royal Far West Support Employee - Level 2
An employee at this level:
<ul style="list-style-type: none"> • 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 roles at this level may include:		
General and administrative services	Food services	Technical and clinical
Driver (less than 3 tonne) Cleaner Administration Assistant (between 3 months and less than 1 years' experience) Cleaner Maintenance/Handyperson (unqualified)	Catering Assistant	Activities Officer

<p>Royal Far West Support Employee – Level 3</p> <p>An employee, other than an administrative employee, at this level:</p> <ul style="list-style-type: none"> • is capable of prioritising work within established routines, methods 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 sound communication and/or arithmetic skills; • requires specific on-the-job training and/or relevant skills training or experience; and • may require basic computer knowledge. <p>An administrative employee at this level undertakes a range of basic clerical functions within established routines, methods and procedures.</p> <p>Indicative roles performed at this level may include:</p>		
General and administrative services	Food services	Technical and clinical
Driver (more than 3 tonne) Cleaner Administrative Assistant (second and subsequent years of service) Receptionist General Maintenance	Catering Assistant	Activities Officer

Royal Far West Support Employee – Level 4

An employee at this level:

- Requires computer knowledge or be required to use a computer on a regular basis;
- Possesses administrative skills and problem solving abilities;
- 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;
- relevant experience working with children; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience at a Certificate III level.

Indicative roles performed at this level may include:

General and administrative services	Food services	Technical and clinical
Administration (General) Customer Service & Support Officer Maintenance (Tradesperson)		

Royal Far West Support 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;
- in the case of an administrative/clerical employee, requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes;
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- requires judgment and initiative,
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training and may require formal qualifications at certificate level and/or relevant skills training or experience.

Indicative roles performed at this level may include:

General and administrative services	Food services	Technical and clinical
Medical typist		

Administration, including specialised administration Secretary Senior Activity Officer		
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<p>Royal Far West Support Employee - Level 6</p> <p>An employee at this level:</p> <ul style="list-style-type: none"> • 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; • works either individually or in a team; • may require comprehensive computer knowledge and 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; • possesses substantial knowledge in specialised area; • requires judgment and initiative; and • may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience. <p>Indicative roles performed at this level may include:</p>		
General and administrative services	Food services	Technical and clinical
Specialised Administration		

<p>Royal Far West Support Employee - Level 7</p> <p>An employee at this level:</p> <ul style="list-style-type: none"> • is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures; • is responsible for work performed with a substantial level of accountability and responsibility; • may supervise the work of others, including work allocation, rostering and guidance; • is responsible and accountable for their own work, and the employee's under their supervision; • 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 		
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- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative roles performed at this level may include:

General and administrative services	Food services	Technical and clinical
Maintenance Supervisor Administration Team Leader Intake Officer	Food Services Supervisor	

Royal Far West Support Employee – Level 8

Employees at this level will typically have worked or studied in a relevant field and will have achieved a standard of relevant and/or specialist knowledge and experience sufficient to enable them to independently advise on a range of activities and features and contribute, as required, to the determination of objectives, within the relevant field/s of their expertise.

They are responsible and accountable for their own work; and may have delegated responsibility for the employee's under their supervision, in terms of, scheduling workloads, resolving operations problems, monitoring the quality of work produced as well as counselling staff for performance as well as work related matters.

They would also be able to train and to supervise employees in lower levels by means of personal instruction and demonstration. They often exercise initiative, discretion and judgment in the performance of their duties.

The possession of relevant post secondary qualifications may be appropriate but not essential.

Indicative typical duties and skills in this level may include:

- applying detailed knowledge of the organisation's objectives, performance, projected areas of growth and general industry conditions for the purposes of assisting in developing policy or new products and services to meet changing market needs or other circumstances;
- using computer software packages including evaluating and determining optimum software solutions or the integration of complex word processing/data/graphics text;
- finalising quotations or costings by applying a detailed knowledge of variable inputs, market conditions, supply and delivery arrangements; or
- preparing internal reports for management in any or all of the following areas.

(a) account/financial;

- (b) staffing;
- (c) legislative requirement; and
- (d) other significant company activities/operations.

Indicative roles performed at this level may include:

General and administrative services	Food services	Technical and clinical
Maintenance Manager		

Royal Far West Support Employee – Level 9

Work at this level is usually performed in relation to established priorities, task methodology and work practices to achieve results in line with the organisation goals.

The work may include preparing papers and reports, drafting complex correspondence for senior employees, undertaking activities of a specialist or detailed nature, assisting in the preparation of procedural guidelines, providing, interpreting and analysing information, exercising specific process responsibilities, and overseeing and coordinating the work of subordinate staff.

Work at this level includes supervision of a small work area or office within the total organisational structure and co-ordination of a range of organisation functions.

Work is performed under general direction as to work priorities and may be of a technical or professional, project, procedural or processing nature, or a combination of these.

Employees at this level are expected to set priorities and to monitor work flow in the area of responsibility.

The work at this level requires the application of knowledge usually gained through previous experience in the discipline or from post secondary or tertiary study. The work may require the co-ordination of a range of organisation functions and the exercising of judgment and/or delegated authority in areas where precedents or procedures are not clearly defined.

Independent action may be exercised at this level, e.g. developing procedures, management strategies and guidelines.

Indicative typical duties and skills at this level may include:

- supervising staff, setting priorities, monitoring work flow, and the development of strategies or work practices;
- having responsibility for the development of appropriate training programmes;
- applying equal employment opportunity and industrial relations principles;
- providing advice in relation to personal and career development related to work requirements;

- liaising or communicating with clients or other interested groups;
- general knowledge of the organisation's operations, combined with specialist knowledge of major activities within the work area; or
- being able to investigate interpret or evaluate information where legislation, regulations, instructions or procedural guidelines do not give adequate or specific answers.

Allied Health Assistants

An Allied Health Assistant is an employee appointed to conduct therapeutic and program related activities under the guidance of an allied health professional. The employee may be engaged to work in a specialty area or work generically across the organisation in delivery of allied health assistance services. A mandatory requirement for this level is a successful completion of a Certificate IV (Allied Health Assistance).

Allied Health Assistants Level 1 (Unqualified)

- Is an unqualified person who is required to perform work of a general nature under the direct supervision of an Allied Health Professional. The assistant can work under supervision, either individually, or in a team performing a wide range of duties, for example; this may include the collection and preparation of equipment, maintain client contact details, monitoring clients to ensure that they follow their program.
- An Allied Health Assistant Level 1 will not be required to hold any qualifications. Where an Allied Health Assistant Level 1 seeks to obtain a Certificate III (Allied Health Assistance) automatic progression to Level 2 will occur upon the successful completion of the Certificate III.

Allied Health Assistant Level 2 (Qualified)

- Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.
- A mandatory requirement for this level is a successful completion of a Certificate III (Allied Health Assistance).
- A qualified Allied Health Assistant performs a wide range of duties to support the work of Allied Health Professionals.
- The Allied Health Assistant Level 2 is able to.
 - (a) Perform the full range of duties of a Level 1.
 - (b) Work directly with an allied Health professional; work alone or in teams under supervision following a prescribed program
 - (c) Use communication and interpersonal skills to assist in meeting the needs of clients.
 - (d) Accurately document client progress and maintain documents as required.
 - (e) Demonstrate a capacity to work flexibly across a broad range of therapeutic and program related activities.
 - (f) Identify client circumstances that need additional input from the Allied Health Professionals.
 - (g) Prioritise work and accept responsibility for outcomes within the limit of their accountabilities.

Allied Health Assistant Level 3 (Qualified)

- Is a qualified person who is required to perform work of a general nature under the supervision of an Allied Health Professional.
- A mandatory requirement for this level is a successful completion of a Certificate IV (Allied Health Assistance).
- The Allied Health Assistant Level 3 is able to:
 - (a) Perform the full range of a Level 1 and Level 2.
 - (b) Understand the basic theoretical principles of the work undertaken by the Allied Health Professional whom they are employed to support.
 - (c) Work with minimum supervision to implement therapeutic and related activities, including maintenance of appropriate documentation.
 - (d) Identify client circumstances that need additional input from the Allied Health Professional, including suggestions as per appropriate interventions.
 - (e) Demonstrate very good communication and interpersonal skills.
 - (f) Organise their own workload and to set work priorities within the program established by the allied health professional.
 - (g) If required, to assist in the supervision of the work being performed by Level 1 and 2 Allied Health Assistants and those in training.

Health Professional Employees

For the purposes of this agreement Health Professionals include employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:

- provision of direct clinical and/or professional services to clients;
- planning, co-ordination or evaluation of the delivery of clinical service;
- provision of professional supervision or consultation to other health professionals;
- provision of professional education services to other health professionals;
- management of clinical or professional services providing direct client services.

Common health professionals which are covered by the definitions below include:

- Art Therapist
- Dietician
- Music Therapist
- Occupational Therapist
- Orthoptist
- Physiotherapist
- Psychologist
- Social Worker
- Speech Pathologist

Additional classifications may be added to this list that are within the definition of a health professional as listed above.

Minimum Qualification requirements for Health Professionals employed under this Agreement

Art Therapist - Must hold a Master's degree in art therapy which provides eligibility for professional membership of the Australian, New Zealand and Asian Creative Arts Therapies Association, or other qualification deemed equivalent by the employer.

Dietitian - Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the employer.

Music Therapist - Must hold as a minimum a bachelor or post graduate degree in music therapy which provides eligibility for registration with the Australian Music Therapy Association, or other qualification deemed equivalent by the employer.

Occupational Therapist - Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for membership with the Australian Association of Occupational Therapists, or other qualification deemed equivalent by the employer.

Orthoptist - Must hold as a minimum a bachelor or post graduate degree in Orthoptics which provides eligibility for registration with the Australian Orthoptic Board, or other qualification deemed equivalent by the employer.

Physiotherapist - Must hold qualifications approved by the New South Wales Physiotherapists' Registration Board for registration under the Physiotherapists Act 2001.

Psychologist - Must hold a four year degree in psychology, being a three year degree with a fourth year honours in psychology; or a qualification deemed equivalent by the employer. The Psychologist must also have full registration with the Psychologists Registration Board of NSW

Social Worker - Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the employer.

Speech Pathologist - Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the employer.

Health Professional—level 1

Health professionals employed at level 1 are newly qualified employees. Health professionals at this level are entry level health professionals who are developing their skills and competencies.

Level 1 staff work under discipline specific professional supervision. They are responsible and accountable for providing a professional level of service. They exercise professional judgment commensurate with their years of experience. As experience is gained the level of supervision decreases.

At this level the health professional may participate in quality improvement activities and workplace education

After working as a health professional for 12 months, Level 1 staff may be required to provide supervision to undergraduate students on observational placements and to work experience students.

Health Professional—level 2

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They are expected to have obtained respective new practitioner competencies and to perform duties in addition to those at Level 1. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks, however they generally work under minimal supervision.

They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services.

Level 2 health professionals may be required to teach and supervise undergraduate students, including those on clinical placements.

Positions at this level assist in the development of policies, procedures, standards and practices, participate in quality improvement activities and may participate in clinical research activities as required.

Health Professional—level 3 (Senior Clinician)

Level 3 health professionals are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. They are able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks. They demonstrate

advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 3 health professionals provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification. At this level health professionals will have additional responsibilities.

- They have the capacity to provide clinical supervision and support to Level 1 and 2 health professionals, technical and support staff.
- They are involved in planning, implementing, evaluating and reporting on services.
- They identify opportunities for improvement in clinical practice, develop and lead ongoing quality improvement activities with other staff.
- The expertise, skills and knowledge of a Level 3 health professional is such that they may have the responsibility of a consultative role within their area(s) of expertise.
- They may also conduct clinical research and participate in the provision of clinical in-service education programs to staff and students.
- They may be required to manage specific tasks or projects.

Health Professional—level 4

Level 4 health professionals are experienced clinicians who possess extensive specialist knowledge or a high level of broad generalist knowledge within their discipline. A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks. They demonstrate advanced reasoning skills and operate autonomously with minimum direct clinical supervision. Level 4 health professionals provide clinical services to client groups and circumstances of a complex nature requiring advanced practice skills. They are expected to exercise independent professional judgement when required in solving problems and managing cases where principles, procedures, techniques and methods require expansion, adaptation or modification.

At this level health professionals will have additional responsibilities

Level 4 positions may have a clinical, education or management focus, or may have elements of all three features. An employee at this level:

- has the capacity to allocate resources, set priorities and ensure budgets are met;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- May be responsible for human, physical and financial resources;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

Team Leader (Level 4)

A team leader is responsible for the leadership, guidance and line management of a small-medium multidisciplinary clinical unit. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Health Professional - level 5

Level 5 positions have a management focus blended with expert clinical and/or education roles.

Positions at Level 5 deliver and/or manage and direct the delivery of services in a complex clinical setting. They will demonstrate high-level managerial knowledge, and skills to provide operational management to a medium-sized (10-20 FTE), discipline-specific or multidisciplinary professional team or multimodality work unit with a formal role in the performance appraisal and management of staff.

Staff at this level perform novel, complex and critical discipline specific clinical work with a high level of professional knowledge and by the exercise of substantial professional judgement. Health professionals at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Staff at this level provide subject matter expertise in external environments, including representing the organisation independently at events and conferences, and providing expert input and support to business opportunities.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

The strategic focus of this level will usually be at service/team level.

Role Context

Knowledge, Skills and Expertise

- Demonstrates ability to provide strategic direction to a team operating within or across a service.
- Demonstrates ability to manage a medium-sized team.
- Demonstrates high level communication skills to align a team and influence the culture towards a common vision, direction and ethical framework.
- Demonstrates a high level of clinical knowledge and skills.
- Demonstrates advanced management knowledge and skills and advanced leadership to manage a medium-sized team.
- Leads quality and service improvement activities.
- Demonstrates ability to act as a subject matter expert and represent the organisation externally, including to service users and funders.

Accountability

Responsible for operational management and resource allocation for a medium-sized team.

- Accountable for the administration and control of budgets and/or assets.
- Responsible for the operational and strategic management of a medium-sized team, including overall team performance (10-20 FTE).
- Undertakes strategic planning for a program / service.
- Leads evaluation, quality and outcomes measurement and continuous improvement relevant to program / service / discipline.
- Advocates for / influences the program / service.
- Contributes to delivery of the organisation's strategic objectives
- Leads clinical governance and accreditation activities for the service.

Clinical Psychologists

Clinical Psychologists

Academic and Registration Requirements

The Clinical Psychologist is a fully registered psychologist with a Masters degree or higher in Clinical Psychology, Clinical Neuropsychology or some other recognised clinical area in psychology that the employer deems relevant to the functions of the position. The postgraduate qualifications must be of no less than two years full time duration (or part-time equivalent) and include professional clinical coursework, clinical training and supervised placement experience as core components.

Employees with a three year Clinical Doctorate (or equivalent) or a Doctorate of Philosophy (PhD) shall enter the classification at year 2 of the scale.

Employees entering this classification from the classifications of Psychologist or Senior Psychologist shall enter at the salary point for this classification that is above the salary point previously applying as Psychologist or Senior Psychologist.

Characteristics

(a) Task

Clinical Psychologists are trained in the scientific study and application of psychological knowledge and principles for the purpose of diagnosing, understanding, preventing, treating and advising on psychopathological distress or dysfunction and to promote subjective wellbeing.

The essential tasks of Clinical Psychologists are assessment, diagnosis, case formulation and treatment of psychopathology as it is manifested (variously) in cognitive, emotional, motivational, personality and behavioural disturbances in adults, adolescents or children across a range of health care settings including outpatient, community, primary care and in-patient facilities.

Referrals appropriate to Clinical Psychologists encompass a diversity of presentations - from acute to enduring and mild to severe. Problems range from those with mainly biological causation to those emanating mainly from psychosocial factors, as well as problems of coping or adaptation to adverse circumstances that are not themselves reversible by psychological intervention e.g. physical disability, physical illness, bereavement.

(b) Judgement and Problem Solving

Clinical Psychologists exercise independent judgment concerning the selection and application of principles, methods and techniques of psychological assessment and/or treatment. Chosen interventions involve the adaptive utilisation of empirically-derived psychological principles.

(c) Supervision and Independence

The appropriate discharge of duties and demonstration of competence at this level is in consequence of an understanding of theories and techniques, which enable Clinical Psychologists to assess and diagnose psychological problems and disorders and design and implement appropriate psychological procedures.

Clinical Psychologists work independently and receive clinical supervision from another Clinical Psychologist. Initially such supervision is provided by a more senior and experienced professional colleague but after several years' experience, Clinical Psychologists may participate in peer supervision only.

Clinical Psychologists may work in or lead a multidisciplinary team.

Clinical Psychologists are expected to provide clinical supervision to less experienced Psychologists, be involved in peer supervision and supervise postgraduate students on clinical placements.

(d) Organisational Relationships

Clinical Psychologists may conduct psychological research and evaluation projects as required.

Clinical Psychologists are involved in service planning and the formulation of policy.

Clinical Psychologists participate in the provision of in-service programs to staff and students.

Clinical Psychologists are a consultant to Psychologists and may provide peer consultancy to colleagues and other professionals within their area of expertise.

Senior Clinical Psychologist

Characteristics and General Features of Duties

Employees classified as Senior Clinical Psychologist shall discharge the duties as described for Clinical Psychologist above and in addition must demonstrate clinical expertise requiring:

1. higher level knowledge and experience in a specific area eg tertiary referral service, manifest in the level of competence, initiative, innovation, responsibility and professional recognition of the employee; and
2. developing and extending applications of assessment and treatment methods. In addition, the employee must also discharge duties in at least one of the following areas:
 - a. Administrative duties, which may include:
 - i. responsibility for overall service planning and policy; and
 - ii. other supra-clinical duties involving responsibility for service provision; and
 - iii. responsibility for professional functioning of Psychologists and Clinical Psychologists.
 - b. Consultation, involving
 - i. the provision of consultation with other Psychologists or with other professional bodies and organisations (e.g. government agencies) regarding psychological services and/or development of policies and procedures in areas requiring specialist psychological knowledge; and
 - ii. developing protocols for individual and group treatment programs and making available to other health professionals. Developing assessment procedures for clinical decision making.
 - c. Research and Evaluation, involving
 - i. research, where the Psychologist has taken responsibility as principal researcher for the design, implementation and reporting of psychological research; and
 - ii. evaluation, where the Psychologist makes a major contribution to setting up evaluation systems for programs and services and major quality improvement projects;
 - d. Training, involving
 - i. the training of Psychologists or other health professionals in a range of areas that may include specialist psychological skills;
 - ii. contributing to training for supervisors of psychological services; and
 - iii. developing and implementing training programs.

Team Leader (who is a Clinical Psychologist)

A Team Leader, who is a Clinical Psychologist, is responsible for the leadership, guidance and line management of a small-medium multidisciplinary clinical unit. The work involves supervision of other health professionals or other technical and support staff as well as a clinical load.

Aboriginal Health Workers

Aboriginal Health Worker

Aboriginal Health Workers provide flexible, holistic and culturally sensitive health services to the Aboriginal community and holds or aspires to hold a minimum Certificate III qualification in Aboriginal Primary Health Care or a minimum Certificate III health qualification in the area of care in which the Aboriginal Health Worker works. Aboriginal Health Workers perform a range of primary health care duties for the community in which they work under direct or indirect supervision at more experienced years.

Senior Aboriginal Health Worker

In addition to the requirements of the Aboriginal Health Worker description, Senior Aboriginal Health Workers manage resources for the delivery of individual health services or health programs and may be responsible for the supervision and training of Aboriginal Health Workers.

Nursing Employees

Nursing care means:

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

Enrolled Nurses

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

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

Registered Nurses

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

Registered Nurse—level 2 (RN2)

- a. An employee at this level:
 - holds any other qualification required for working in the employee's particular setting; and

- 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 Clinical Nurse.
- b. In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical Nurse Consultant or any higher level classification.

Duties of a Clinical Nurse will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of clients;
- providing support, direction, orientation and education to RN1's, EN's and student nurses;
- being responsible for planning and coordinating services relating to a particular group of clients, as delegated by the Clinical Nurse Consultant;
- acting as a role model in the provision of holistic care to clients; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development.

Registered Nurse—level 3 (RN3)

An employee at this level:

- holds any other qualification required for working in the employee's particular setting; and
- 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 Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

In addition to the duties of an RN2, an employee at this level will perform the following duties:

- 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 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 clients with complex nursing care needs;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of clients; and

- coordinating or managing nursing or multidisciplinary service teams providing 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.

Registered Nurse—level 4 (RN4)

- a. An employee at this level:
- i. holds any other qualification required for working in the employee's particular 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 RN3, an employee at this level will perform the following duties:
- coordination and promotion of nursing management research projects;
 - contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - 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;
 - being accountable for the structural elements of quality assurance for a specified span of control;
 - participating as a member of the executive, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of unit policy;
 - providing leadership, direction and management in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board;
 - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision

making and generally advocating for the interests of nursing to the executive team;

- ensuring that nursing services are meeting the changing needs of clients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

Registered Nurse – level 5 (RNS)

Level 5 positions have a management focus blended with expert clinical and/or education roles.

Positions at Level 5 deliver and/or manage and direct the delivery of services in a complex clinical setting. They will demonstrate high-level managerial knowledge, and skills to provide operational management to discipline-specific or multidisciplinary professional team or multimodality work unit with a formal role in the performance appraisal and management and supervision of nursing discipline staff.

Staff at this level perform novel, complex and critical discipline specific clinical work, including managing a clinical caseload with a high level of professional knowledge and by the exercise of substantial professional judgement. Nursing staff at this level would undertake work with significant scope and/or complexity and/or undertake professional duties of an innovative, novel and/or critical nature without direction.

Staff at this level provide subject matter expertise in external environments, including representing the organisation independently at events and conferences, and providing expert input and support to business opportunities.

Work is usually performed without direct supervision with a discretion permitted within the boundaries of broad guidelines to achieve organisational goals.

The strategic focus of this level will usually be at service/discipline level.

Role Context

Knowledge, Skills and Expertise

- Demonstrates ability to provide strategic direction to a team operating within or across a service.
- Demonstrates ability to manage and lead the discipline of the Nursing Profession at Royal Far West.
- Demonstrates high level communication skills to align a team and influence the culture towards a common vision, direction and ethical framework.
- Demonstrates a high level of clinical knowledge and skills.
- Demonstrates advanced management knowledge and skills and advanced leadership to manage the nursing discipline working across disciplines.
- Leads quality and service improvement activities.
- Demonstrates ability to act as a subject matter expert and represent the organisation externally, including to service users and funders.

Accountability

Responsible for operational management and resource allocation for a medium-sized team.

- Accountable for the administration and control of budgets and/or assets.
- To grow and develop the nursing discipline including new service offerings
- Responsible for the operational and strategic management of a team, including overall team performance).
- Undertakes strategic planning for a program / service.
- Leads evaluation, quality and outcomes measurement and continuous improvement relevant to program / service / discipline.
- Advocates for / influences the program / service.
- Contributes to delivery of the organisation's strategic objectives
- Leads clinical governance and accreditation activities for the service.

Schedule B – Wages Table – Support Employees

Support Employees	3% Increase Effective 14 July 2022 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2023 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2024 - Weekly Full Time Rate
Level 1 Entry Level roles (< 3 months work exp)	\$ 887.30	\$ 913.92	\$ 941.34
Level 2 Catering Attendant Cleaner	\$ 922.53 \$ 922.53	\$ 950.21 \$ 950.21	\$ 978.71 \$ 978.71
Level 3 Activity Officer no bus licence Cleaner Facilities Assistant Catering Attendant Administration Assistant	\$ 957.76 \$ 957.76 \$ 957.76 \$ 957.76 \$ 1,012.13	\$ 986.49 \$ 986.49 \$ 986.49 \$ 986.49 \$ 1,042.49	\$ 1,016.08 \$ 1,016.08 \$ 1,016.08 \$ 1,016.08 \$ 1,073.77
Level 4 Activity Officer with bus licence Cleaner Driver General Maintenance Administration Assistant Customer Service & Support Officer	\$ 969.11 \$ 969.11 \$ 969.11 \$ 990.27 \$ 1,038.15 \$ 1,054.63	\$ 998.18 \$ 998.18 \$ 998.18 \$ 1,019.98 \$ 1,069.29 \$ 1,086.27	\$ 1,028.12 \$ 1,028.12 \$ 1,028.12 \$ 1,050.58 \$ 1,101.37 \$ 1,118.85
Level 5 Maintenance Officer Snr Activities Officer Admin Officer	\$ 1,079.71 \$ 1,079.87 \$ 1,094.94	\$ 1,112.10 \$ 1,112.27 \$ 1,127.79	\$ 1,145.46 \$ 1,145.64 \$ 1,161.62
Level 6 Snr Admin Officer Admin Team Leader	\$ 1,209.51 \$ 1,235.33	\$ 1,245.79 \$ 1,272.39	\$ 1,283.17 \$ 1,310.56
Level 7 Cleaning Supervisor Catering Supervisor Admin Coordinator Maintenance Supervisor Intake Officer	\$ 1,316.77 \$ 1,316.77 \$ 1,316.77 \$ 1,316.76 \$ 1,316.67	\$ 1,356.28 \$ 1,356.28 \$ 1,356.28 \$ 1,356.27 \$ 1,356.17	\$ 1,396.96 \$ 1,396.96 \$ 1,396.96 \$ 1,396.95 \$ 1,396.85
Level 8 From To	\$ 1,741.70 \$ 1,924.87	\$ 1,793.95 \$ 1,982.62	\$ 1,847.77 \$ 2,042.10
Level 9 From To	\$ 1,925.39 \$ 2,393.73	\$ 1,983.15 \$ 2,465.54	\$ 2,042.65 \$ 2,539.51

Schedule B – Wages Table – Allied Health Assistant

Allied Health Assistant	3% Increase Effective 14 July 2022 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2023 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2024 - Weekly Full Time Rate
Level 1	\$ 939.32	\$ 967.50	\$ 996.52
Level 2	\$ 1,049.32	\$ 1,080.80	\$ 1,113.23
Level 3	\$ 1,114.58	\$ 1,148.02	\$ 1,182.46

Schedule B - Wages Table - Health Professional

Health Professionals	3% Increase Effective 14 July 2022 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2023 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2024 - Weekly Full Time Rate
Level 1			
Pay Point 1 (undergraduate degree entry)	\$ 1,241.18	\$ 1,278.42	\$ 1,316.77
Pay Point 2 (masters degree entry)	\$ 1,298.53	\$ 1,337.49	\$ 1,377.61
Pay Point 3 (PhD entry)	\$ 1,333.82	\$ 1,373.83	\$ 1,415.05
Pay Point 4	\$ 1,374.87	\$ 1,416.12	\$ 1,458.60
Level 2			
Pay Point 1	\$ 1,453.60	\$ 1,497.21	\$ 1,542.12
Pay Point 2	\$ 1,537.02	\$ 1,583.13	\$ 1,630.62
Pay Point 3	\$ 1,616.48	\$ 1,664.98	\$ 1,714.93
Pay Point 4	\$ 1,709.69	\$ 1,760.98	\$ 1,813.81
Level 3			
Pay Point 1	\$ 1,796.86	\$ 1,850.76	\$ 1,906.28
Pay Point 2	\$ 1,896.25	\$ 1,953.14	\$ 2,011.73
Pay Point 3	\$ 1,996.18	\$ 2,056.06	\$ 2,117.75
Pay Point 4	\$ 2,044.93	\$ 2,106.28	\$ 2,169.47
Pay Point 5	\$ 2,121.22	\$ 2,184.86	\$ 2,250.41
Level 4			
Pay Point 1	\$ 2,206.19	\$ 2,272.37	\$ 2,340.54
Pay Point 2	\$ 2,294.18	\$ 2,363.01	\$ 2,433.90
Pay Point 3	\$ 2,386.18	\$ 2,457.77	\$ 2,531.50
Pay Point 4	\$ 2,469.71	\$ 2,543.80	\$ 2,620.12
Level 5			
Pay Point 1 & thereafter	\$ 2,593.20	\$ 2,671.00	\$ 2,751.13

Schedule B – Wages Table – Clinical Psychologist

Clinical Psychologist	3% Increase Effective 14 July 2022 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2023 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2024 - Weekly Full Time Rate
Clinical Psychologist			
Pay Point 1	\$ 1,831.58	\$ 1,886.52	\$ 1,943.12
Pay Point 2	\$ 1,932.89	\$ 1,990.87	\$ 2,050.60
Pay Point 3	\$ 2,034.73	\$ 2,095.78	\$ 2,158.65
Pay Point 4	\$ 2,136.04	\$ 2,200.13	\$ 2,266.13
Pay Point 5	\$ 2,237.89	\$ 2,305.03	\$ 2,374.18
Snr Clinical Psychologist			
1st Year	\$ 2,327.40	\$ 2,397.22	\$ 2,469.14
2nd Year	\$ 2,408.86	\$ 2,481.13	\$ 2,555.56
3rd year and thereafter	\$ 2,493.18	\$ 2,567.97	\$ 2,645.01
Team Leader (who is a Clinical Psychologist)			
1st Year	\$ 2,377.42	\$ 2,448.74	\$ 2,522.21
2nd Year	\$ 2,458.86	\$ 2,532.63	\$ 2,608.61
3rd year and thereafter	\$ 2,543.51	\$ 2,619.82	\$ 2,698.41

Schedule B - Wages Table - Aboriginal Health Worker

	Effective 14 July 2022 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2023 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2024 - Weekly Full Time Rate
Aboriginal Health Worker			
1st year	\$ 1,067.15	\$ 1,099.17	\$ 1,132.14
2nd year	\$ 1,130.19	\$ 1,164.10	\$ 1,199.02
3rd year	\$ 1,192.17	\$ 1,227.94	\$ 1,264.78
4th year	\$ 1,255.65	\$ 1,293.32	\$ 1,332.12
5th year	\$ 1,315.29	\$ 1,354.75	\$ 1,395.39
6th year	\$ 1,377.75	\$ 1,419.08	\$ 1,461.65
7th year	\$ 1,438.90	\$ 1,482.07	\$ 1,526.53
8th year	\$ 1,509.04	\$ 1,554.31	\$ 1,600.94
9th year	\$ 1,571.75	\$ 1,618.90	\$ 1,667.47
Senior Aboriginal Health Worker			
1st year	\$ 1,633.50	\$ 1,682.51	\$ 1,732.98
2nd year	\$ 1,696.88	\$ 1,747.79	\$ 1,800.22
Principal Aboriginal Health Worker			
1st year	\$ 1,783.17	\$ 1,836.67	\$ 1,891.77
2nd year	\$ 1,820.06	\$ 1,874.66	\$ 1,930.90

Schedule B – Wages Table – Nurses

Nursing Employees	3% Increase Effective 14 July 2022 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2023 - Weekly Full Time Rate	3% Increase Effective First Full Pay Period on or after 1 July 2024 - Weekly Full Time Rate
Enrolled Nurse			
Pay Point 1	\$ 1,025.75	\$ 1,056.52	\$ 1,088.21
Pay Point 2	\$ 1,046.34	\$ 1,077.73	\$ 1,110.06
Pay Point 3	\$ 1,060.06	\$ 1,091.86	\$ 1,124.61
Pay Point 4	\$ 1,081.17	\$ 1,113.61	\$ 1,147.01
Pay Point 5 & thereafter	\$ 1,111.27	\$ 1,144.61	\$ 1,178.94
Registered Nurse Level 1			
Pay Point 1	\$ 1,134.67	\$ 1,168.71	\$ 1,203.77
Pay Point 2	\$ 1,192.71	\$ 1,228.49	\$ 1,265.35
Pay Point 3	\$ 1,250.75	\$ 1,288.27	\$ 1,326.92
Pay Point 4	\$ 1,312.46	\$ 1,351.83	\$ 1,392.39
Pay Point 5	\$ 1,374.15	\$ 1,415.38	\$ 1,457.84
Pay Point 6	\$ 1,435.85	\$ 1,478.93	\$ 1,523.29
Pay Point 7	\$ 1,506.45	\$ 1,551.64	\$ 1,598.19
Pay Point 8 and thereafter	\$ 1,565.53	\$ 1,612.49	\$ 1,660.87
Registered Nurse Level 2			
Pay Point 1	\$ 1,631.94	\$ 1,680.90	\$ 1,731.33
Pay Point 2	\$ 1,687.37	\$ 1,737.99	\$ 1,790.13
Pay Point 3	\$ 1,747.50	\$ 1,799.92	\$ 1,853.92
Pay Point 4 and thereafter	\$ 1,788.29	\$ 1,841.93	\$ 1,897.19
Registered Nurse Level 3			
Pay Point 1	\$ 1,806.49	\$ 1,860.68	\$ 1,916.50
Pay Point 2	\$ 1,909.04	\$ 1,966.31	\$ 2,025.30
Pay Point 3	\$ 1,964.86	\$ 2,023.80	\$ 2,084.52
Pay Point 4 and thereafter	\$ 2,016.65	\$ 2,077.15	\$ 2,139.46
Registered Nurse Level 4			
Pay Point 1	\$ 2,031.43	\$ 2,092.37	\$ 2,155.14
Pay Point 2	\$ 2,180.97	\$ 2,246.40	\$ 2,313.79
Pay Point 3	\$ 2,268.30	\$ 2,336.35	\$ 2,406.44
Nursing Employees			
Registered Nurse Level 5			
Pay Point 1 and thereafter	\$ 2,534.60	\$ 2,610.64	\$ 2,688.96

Schedule C - Allowances

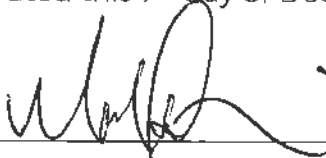
Allowances	Unit	3% increase as of 14 July 2022	3% Increase effective first full pay period on or after 1 July 2023	3% Increase effective first full pay period on or after 1 July 2024
Uniform Allowance	Per Hour	\$ 0.26	\$ 0.27	\$ 0.27
Shoe Allowance	Per Hour	\$ 0.15	\$ 0.16	\$ 0.16
Motor Vehicle Allowance	Per KM	\$ 0.98	\$ 1.01	\$ 1.04
In Charge Support Services Employees 1-5 other Employees	Per Hour	\$ 1.32	\$ 1.36	\$ 1.40
In Charge Support Services Employees 6-10 other Employees	Per Hour	\$ 1.62	\$ 1.67	\$ 1.72
On Call during Meal Break	Per Period	\$ 12.09	\$ 12.45	\$ 12.83
Overtime Meal Allowance	Per Period	\$ 14.64	\$ 15.08	\$ 15.53
Steepover Allowance	Per Period	\$ 50.46	\$ 51.97	\$ 53.53
On Call Mon - Sat	Per Day (24 hrs)	\$ 21.36	\$ 22.00	\$ 22.66
On Call Sun & Public Holidays	Per Day (24 hrs)	\$ 42.62	\$ 43.90	\$ 45.22
Allowances	Unit	Allowance payable as of the approval of the Enterprise Agreement	3% Increase effective first full pay period on or after 1 July 2023	3% Increase effective first full pay period on or after 1 July 2024
In charge of accommodation facility, morning shift (Mon - Fri)	per shift	\$ 20.00	\$ 20.60	\$ 21.22
In charge of accommodation facility, evening shift (Mon - Fri)	per shift	\$ 30.00	\$ 30.90	\$ 31.83
In charge of accommodation facility, weekend shift	per shift	\$ 45.00	\$ 46.35	\$ 47.74
In charge of accommodation facility during absence of head of Onsite Service Support (or applicable Head of)	per hour	\$ 5.00	\$ 5.15	\$ 5.30

Schedule E - Signature Pages

Signature Page on Behalf of Royal Far West

Signed for and on behalf of Royal Far West

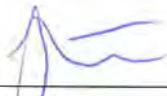
Dated this 7th day of December 2022



Mark Driessen
Chief Operating Officer
Royal Far West
14-18 Wentworth Street
Manly NSW 2095

Mark Driessen as the Chief Operating Officer of the Royal Far West is duly authorised to sign on behalf of Royal Far West.

Name and Address of Witness



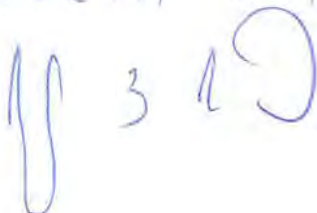
Jodie Smith
Head of People & Culture
Royal Far West
14-18 Wentworth Street
Manly NSW 2095

Name and Address of Employee Representative

DARIL JOHN HAWTHORNE

47 LINDOLA ROAD

NORTH NARRABEEN 2101





.....
Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



.....
WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



GERARD HAYES

Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 7/12/2022

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.

**IN THE FAIR WORK
COMMISSION**

Fair Work Act 2009 (Cth) ("**FW Act**")

Matter number:

AG2022/5136

Employer:

Royal Far West T/A Royal Far West
(Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the ROYAL FAR WEST and the Health Services Union NSW Branch, the NSWNMA and the ANMF (NSW Branch) ENTERPRISE AGREEMENT 2022 - 2025 (**Agreement**)

Authorised representative:

Mark Driessen
Chief Operating Officer

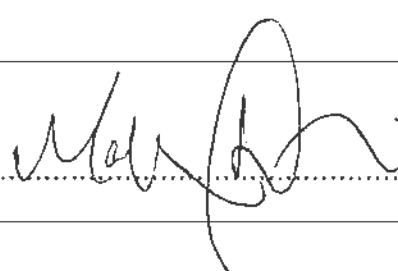
Undertaking- Section 190

For and on behalf of the Employer I, Mark Driessen:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. The Employer will not make a deduction pursuant to clause 71.2.2 unless the deduction is in compliance with section 324(1)(b) of the Fair Work Act. That is, such deduction has been authorised by the relevant employee.
 - b. Should a casual employee (other than a nurse) be directed to work overtime and if that employee works overtime, the Employer will make payment to the casual employee in accordance with the relevant percentage in the relevant Award.
 - c. Should an employee be rostered to work a shift that would attract a night shift allowance, and if the Employer only paid a 10% night shift allowance the employee would be paid less for the shift than under the relevant

Award, the Employer will pay the employee a 15% night shift allowance for the shift.

- d. Should a nurse casual employee be directed to work overtime and if that employee works overtime, the Employer will make payment to the casual employee in accordance with the relevant casual rate in the Nurses Award 2020.

Date signed:	19/1/23
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Mark Driessen
Signature:	
Witness name:	Jodie Smith
Witness signature:	