



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Sir Moses Montefiore Jewish Home
(AG2014/9608)

SIR MOSES MONTEFIORE JEWISH HOME ENTERPRISE AGREEMENT 2014 - 2016

Aged care industry

DEPUTY PRESIDENT BOOTH

SYDNEY, 20 NOVEMBER 2014

Application for approval of the Sir Moses Montefiore Jewish Home Enterprise Agreement 2014-2016.

[1] An application has been made for approval of an enterprise agreement known as the *Sir Moses Montefiore Jewish Home Enterprise Agreement 2014-2016* (the Agreement). The application was made pursuant to s.185 of the Fair Work Act 2009 (the Act). It has been made by Sir Moses Montefiore Jewish Home. The agreement is a single-enterprise agreement.

[2] The Agreement does contain a flexibility term, however, it is not a flexibility term which complies with s.203(2) of the Act. I note that the model flexibility term is taken, pursuant to s.202(4) of the Act, to be a term of the Agreement. A copy of the model flexibility term is attached to this decision.

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 November 2014. The nominal expiry date of the Agreement is 30 June 2016.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<Price code J, AE411257 PR557997>

Schedule 2.2 Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
 - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing — at any time.

Note - the model consultation term is taken to be a term of this agreement and can be found at the end of the agreement.



Sir Moses Montefiore Jewish Home

Enterprise Agreement

2014-2016

MONTEFIORE
CHOICE, DIGNITY, WELLBEING

MISSION:

To enhance the quality of life of older persons, by providing an exceptional standard of service and care, embracing the richness of Jewish religion, culture and tradition.

VISION:

To be the leader in the field of aged care. To develop, implement and promote best practice in all aspects of aged care by continuously reviewing and improving services.

Table of Contents

A.	GENERAL	5
A1.	OBJECTIVES	5
A2.	NAME AND TYPE OF AGREEMENT	5
A3.	PERSONS BOUND BY THIS AGREEMENT	5
A4.	DATE AND DURATION	5
A5.	ACCESS TO THE AGREEMENT AND NATIONAL EMPLOYMENT STANDARDS	6
A6.	RELATIONSHIP WITH POLICIES, LEGISLATION, AWARDS	6
A7.	CONSULTATION AND COMMUNICATION	6
A8.	INTRODUCTION TO CHANGE	6
A9.	DISPUTE RESOLUTION	7
A10.	PROCESS TO RESOLVE WORKLOAD ISSUES	7
A11.	NO EXTRA CLAIMS	8
B.	DEFINITIONS	9
B1.	INTRODUCTION	9
B2.	GENERAL DEFINITIONS AND INTERPRETATION	9
C.	EMPLOYMENT RELATIONSHIP	10
C1.	ENGAGEMENT	10
C2.	EMPLOYMENT SCREENING	10
C3.	MINIMUM EMPLOYMENT PERIOD	10
C4.	EMPLOYMENT CATEGORIES	10
C5.	ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES	12
D.	FLEXIBLE WORK ARRANGEMENTS	13
D1.	INTRODUCTION	13
D2.	AGREEMENT FLEXIBILITY	13
D3.	FLEXIBLE WORK PRACTICES	14
E.	EMPLOYMENT CLASSIFICATIONS	16
E1.	INTRODUCTION	16
E2.	RECOGNITION OF SERVICE AND EXPERIENCE	16
E3.	PROGRESSIONS THROUGH PAY POINTS FOR HEALTH PROFESSIONAL EMPLOYEES (OTHER THAN NURSING CLASSIFICATIONS)	16
E4.	PROGRESSIONS THROUGH PAY POINTS FOR HOME CARE EMPLOYEES	17
E5.	TEAM LEADER CLASSIFICATIONS	17
F.	HOURS OF WORK	18
F1.	ORDINARY HOURS OF WORK	18
F2.	ARRANGEMENT OF HOURS	18
F3.	SPAN OF HOURS (EXCLUDING HOME CARE CLASSIFICATIONS)	18
F4.	SPAN OF HOURS FOR HOME CARE CLASSIFICATIONS	18
F5.	MINIMUM HOURS	19
F6.	MINIMUM BREAKS BETWEEN SHIFTS	19
F7.	BREAKS	19
F8.	ACCRUED DAYS OFF	20
F9.	BROKEN SHIFTS (AGED CARE CLASSIFICATIONS ONLY)	21
F10.	BROKEN SHIFTS (HOME CARE CLASSIFICATIONS ONLY)	21
F11.	REASONABLE ADDITIONAL HOURS	22
F12.	OVERTIME	22
F13.	TIME IN LIEU OF OVERTIME	24
F14.	SHIFT AND WEEKEND WORK	24
F15.	PUBLIC HOLIDAYS	25
F16.	JEWISH HIGH HOLY DAYS	26
F17.	CEREMONIAL LEAVE	27
F18.	ATTENDANCE AT MEETINGS	27

F19.	ROSTERS	28
G.	ALLOWANCES	29
G1.	SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES	29
G2.	IN-CHARGE ALLOWANCE	29
G3.	VEHICLE/TRAVELLING ALLOWANCE	29
G4.	UNIFORMS AND LAUNDRY ALLOWANCE	29
G5.	MEAL ALLOWANCES ON OVERTIME	30
G6.	ON CALL ALLOWANCE	30
G7.	CONTINUING EDUCATION ALLOWANCE	31
G8.	HIGHER DUTIES ALLOWANCE	31
G9.	SLEEPOVER ALLOWANCE (HOME CARE CLASSIFICATIONS)	32
G10.	NAUSEOUS WORK ALLOWANCE (AGED CARE CLASSIFICATIONS ONLY)	32
G11.	SPECIALISATION ALLOWANCE	32
G12.	TEAM LEADER ALLOWANCE	33
G13.	24 HOUR CARE (HOME CARE CLASSIFICATIONS ONLY)	33
G14.	EXCURSIONS (HOME CARE CLASSIFICATIONS ONLY)	34
H.	REMUNERATION AND BENEFITS	35
H1.	REMUNERATION	35
H2.	WAGE INCREASES	35
H3.	SALARY PACKAGING	35
H4.	SUPERANNUATION	36
H5.	SALARY ADJUSTMENTS	36
I.	LEAVE	38
I1.	LEAVE ENTITLEMENTS	38
I2.	ANNUAL LEAVE	38
I3.	ANNUAL LEAVE LOADING	39
I4.	PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)	39
I5.	UNPAID PERSONAL LEAVE	40
I6.	COMPASSIONATE LEAVE	40
I7.	PARENTAL LEAVE	41
I8.	LONG SERVICE LEAVE	44
I9.	COMMUNITY SERVICE LEAVE	45
I10.	"PURCHASED" EXTRA LEAVE (PEL)	45
I11.	LEAVE WITHOUT PAY	46
J.	STAFFING AND DEVELOPMENT	47
J1.	TRAINING	47
J2.	IN-SERVICE TRAINING FOR NURSES/CARE STAFF	47
J3.	PROFESSIONAL DEVELOPMENT AND STUDY LEAVE	47
K.	TERMINATION OF EMPLOYMENT	49
K1.	RESIGNATION	49
K2.	NOTICE OF TERMINATION	49
K3.	SUMMARY TERMINATION (WITHOUT NOTICE)	50
K4.	ABANDONMENT OF EMPLOYMENT	50
K5.	REDUNDANCY	50
	SCHEDULE 1 – NURSING CLASSIFICATION DEFINITIONS	52
	SCHEDULE 2 – AGED CARE CLASSIFICATION DEFINITIONS	54
	SCHEDULE 3 – HOME CARE CLASSIFICATION DEFINITIONS	61
	SCHEDULE 4 – HEALTH PROFESSIONAL CLASSIFICATION (OTHER THAN NURSING CLASSIFICATION) DEFINITIONS	65
	SCHEDULE 5 – LIST OF COMMON HEALTH PROFESSIONALS (OTHER THAN NURSING CLASSIFICATION)	67
	SCHEDULE 6 – PAY RATES	68
	SCHEDULE 7 – ALLOWANCES	71
	SCHEDULE 8 – THE EMPLOYER	73

Sir Moses Montefiore Jewish Home Enterprise Agreement 2014 - 2016

A. GENERAL

A1. OBJECTIVES

This Agreement reaffirms the parties' commitment to the Mission, Vision and Values of Sir Moses Montefiore Jewish Home in the workplace. The objectives of this Agreement are to create and maintain best practice of care in the workplace by:

- a. ensuring compliance with the law;
- b. improving communication, flexibility, consultation and co-operation at the workplace level between management and staff;
- c. providing straight-forward, consistent and flexible terms and conditions of employment;
- d. promoting work/life balance and family-friendly initiatives that maintain the Employer's reputation as an Employer of Choice;
- e. facilitating workplace change that improves the efficiency and effectiveness of service-provision and achieves the Employer's performance goals; and,
- f. demonstrating commitment to leadership and skills development that ultimately delivers excellence in services and builds long-term workforce sustainability.

A2. NAME AND TYPE OF AGREEMENT

This Agreement is an enterprise agreement made under Part 2-4 of the Act and is called the "Sir Moses Montefiore Jewish Home Enterprise Agreement 2014 – 2016" (Agreement).

The parties agree to commence discussions regarding bargaining for a new Agreement no later than three (3) months prior to the expiry date of this Agreement.

A3. PERSONS BOUND BY THIS AGREEMENT

This Agreement will be binding on:

- a. Sir Moses Montefiore Jewish Home and related corporate entities listed in *Schedule 8 The Employer* and all employees employed in classifications as provided in this Agreement;
- b. the New South Wales Nurses and Midwives' Association;
- c. the Australian Nursing and Midwifery Federation NSW Branch; and
- d. the HSU New South Wales Branch.

A4. DATE AND DURATION

This Agreement will be lodged with the Fair Work Commission in accordance with the Act and will operate from the date specified by the Fair Work Commission until its nominal expiry date on 30 June 2016.

A5. ACCESS TO THE AGREEMENT AND NATIONAL EMPLOYMENT STANDARDS

The Employer must ensure that copies of this Agreement and the National Employment Standards ("NES") are available to all employees whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

A6. RELATIONSHIP WITH POLICIES, LEGISLATION, AWARDS

- a. The NES and this Agreement contain the minimum conditions of employment for Employees covered by this Agreement.
- b. Employees are required to perform their duties in accordance with the Act, this Agreement, and policies and procedures determined by the Employer from time to time. Such policies and procedures are not part of this Agreement.

A7. CONSULTATION AND COMMUNICATION

It is acknowledged that effective working relationships can only be achieved and maintained if appropriate communication and consultation takes place. The parties are committed to communication and consultation and agree that effective mechanisms for communication are fundamental to the achievement of excellence in the workplace, flexibility and job satisfaction.

A8. INTRODUCTION TO CHANGE

- a. Where the Employer proposes a change that may result in the termination of an Employee's employment, or any other significant effect on the Employee, the Employer will notify the Employee and at their request, their representative, which may include a union representative, in writing of all relevant information about the change, including:
 - i. The nature of the proposed change;
 - ii. The expected effect(s) of the change on the Employee; and,
 - iii. Any other matters likely to affect Employees with the exception of confidential information that the disclosure of, would be contrary to the Employer's interests.
- b. The Employer will meet with the Employee to discuss the proposed change as early as practicable after a definite decision has been made by the Employer to make the changes referred to in subclause d., and any proposals that may avert or mitigate the effects of the proposed change. The Employee may bring a representative, including a union representative, to any such meeting.
- c. The Employer must give careful consideration to matters raised by affected Employees, including their representative, in relation to the changes.
- d. For the purposes of this clause, a "significant effect" is defined as follows:
 - i. Major changes in the composition, operation or size of the Employer's workforce or in the skills required;
 - ii. The elimination or diminution of job opportunities, promotion opportunities or job tenure;
 - iii. A reduction in hours and/or remuneration;
 - iv. A proposed change to an Employee's classification or major change in their duties, roster pattern;

- v. The need for retraining or relocation/redeployment to another site; or,
- vi. A change in mode of engagement or status of employment.

A9. DISPUTE RESOLUTION

- a. In the event of a dispute in relation to a matter arising under this Agreement or the NES, the agreed dispute resolution procedure is:
 - Step 1: The parties to the dispute will attempt to genuinely resolve the dispute at the workplace level by discussions between the Employee/s concerned and the relevant Supervisor. If this does not resolve the dispute, the Employee/s concerned and more senior levels of management will attempt to genuinely resolve the dispute by discussions.
 - Step 2: If the dispute is unable to be resolved at the workplace, and all appropriate steps for resolving it have been taken, a party to the dispute may refer the dispute to the FWC.
 - Step 3: Unless otherwise stated in this Agreement, the parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and finally arbitration.
- b. Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- c. The Employer or Employee may appoint another person, organisation or association to accompany and/or represent them in relation to the dispute.
- d. While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work whether at the same or another workplace, that is safe and appropriate for the Employee to perform.

A10. PROCESS TO RESOLVE WORKLOAD ISSUES

- a. The parties to this Agreement acknowledge that Employees and the Employer have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employees and the delivery of quality care and service to Residents/Clients.
- b. The Employer has and will continue to work through changes to rosters in a consultative manner with Employees and their nominated representative, which may include a union representative.
- c. To ensure Employee concerns involving workloads are effectively addressed, the following procedure should be applied:
 - i. In the first instance, the Employee should discuss their concerns with the relevant Supervisor and, where appropriate, solutions explored.
 - ii. If a solution cannot be identified and implemented, the matter should be referred to more senior levels of management for further discussion.

- iii. The outcome of the discussions and any proposed solutions should be communicated to the Employee concerned or at the Employee's request, their nominated representative, which may include a union representative. At the request of the Employee or their nominated representative, which may include a union representative, the Employer will provide this information to the Employee in writing.
- d. The parties agree to include the following principles for application in determining or allocating a reasonable workload for employees:
 - i. The workload assessment will take into account measured demand by way of assessment, including acuity skill mix, training and experience levels of staff, documentation requirements and other local requirements/resources;
 - ii. The work performed by the Employee will be able to be satisfactorily completed within the ordinary hours of work assigned to the employee;
 - iii. The work will be consistent within the Employee's classification description and at a professional standard and shall be adequate, appropriate and not adversely affect the rights, health or safety of the resident or Employee.
- e. If a workload issue is unable to be resolved at the workplace, the Employee/s may advance the matter through *Clause A9 Dispute Resolution*.

A11. NO EXTRA CLAIMS

- a. This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the parties will not pursue any extra claims during the term of this Agreement.
- b. Subject to the Employer meeting its obligations to consult arising under this Agreement or a contract of employment binding on the Employer, it is not the intent of this provision to inhibit, limit or restrict the Employer's right or ability to introduce change at the workplace.

B. DEFINITIONS

B1. INTRODUCTION

These definitions are made in accordance with the Act. Where there is an inconsistency between a definition in this Agreement and a definition found in the Act, the definition in the Act will apply to the extent of the inconsistency.

B2. GENERAL DEFINITIONS AND INTERPRETATION

a. For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (as amended and applies from time to time) and includes the Regulations.

Agreement means this Enterprise Agreement.

AHPRA means the Australian Health Practitioner Regulation Agency.

Associations mean the New South Wales Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch and HSU New South Wales Branch.

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

Employee has the meaning in the Act.

Employer means Sir Moses Montefiore Jewish Homes and related corporate entities listed in *Schedule 8 The Employer* of this Agreement.

FWC means Fair Work Commission.

Modern Award means a modern award made under Part 2-3 of the Act.

NAPSA means Notional Agreement Preserving a State Award and has the meaning in the Act.

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

Ordinary hours means the hours specified in *Clause F1 Ordinary Hours of Work* of this Agreement.

Ordinary Rate of Pay means the Employee's contracted hourly rate of pay as varied from time to time and does not include loadings, monetary allowances, overtime or penalty rates or any other similar separately identifiable entitlements.

Shift Worker means an Employee who is not a Day Worker.

b. Where the Agreement refers to an entitlement provided for in the NES, the NES definition applies.

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

- a. The Employer must write to each Employee at the time of their engagement stating their terms of engagement, and in particular whether they are a full-time, part-time, casual or fixed term Employee.
- b. The Employer may direct the Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

C2. EMPLOYMENT SCREENING

- a. The Employee will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law, including National Criminal History Record Checks.
- b. The Employee will disclose to the Employer all things that could impair the Employee's position of trust and integrity including any criminal convictions or charges that could be relevant to the Employee's employment, both prior and during employment.
- c. The Employee will disclose to the Employer any notifiable disease or conditions that could impact on the Employee's position whilst providing services to residents and clients.
- d. The Employer agrees to pay the costs associated with employment screening and ongoing costs associated with National Criminal History Record Checks.

C3. MINIMUM EMPLOYMENT PERIOD

- a. Employees (other than casual Employees) will be subject to a three month probationary period.
- b. If an Employee is absent from work during the probationary period for any reason, the probationary period may be extended by a period equal to the period of the absence by notice in writing, by the Employer.
- c. If the Employer is not satisfied with the Employee's performance during the probationary period, the Employer may extend the probationary period for a further period of up to three months by notice in writing.
- d. For the purposes of this clause time spent in a probationary period will be deemed to be time served for a minimum employment period as defined in the Act.

C4. EMPLOYMENT CATEGORIES

- a. Employees may be employed in any of the following employment categories:
 - Permanent (Full-Time or Part-Time)
 - Fixed Term (Full-Time or Part-Time)
 - Casual
- b. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 38 hours per week pursuant to *Clause F1 Ordinary Hours of Work*.
- c. A **Part-Time Employee** is employed to work a regular number of hours of less than 38 hours per week and has reasonably predictable hours of work.

Before commencing part-time employment, the Employer will notify the Employee in writing of the guaranteed minimum number of hours to be worked on a fortnightly basis and the rostering arrangements which apply to those hours. The guaranteed minimum number of hours to be worked may be varied by agreement between the Employer and Employee and recorded in writing.

A Part-Time Employee will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- d. A **Fixed Term Employee** is employed for a fixed term, task or project on either a full-time or part-time basis for a period of three months or more. Salary Packaging is available to Fixed Term Employees (*refer to Clause H3 Salary Packaging*).

The Employer may employ Fixed-Term Employees where such employment is necessary to meet the genuine operational requirements of the Employer, including:

- the temporary replacement of Employees on leave (including parental leave);
- limited term funding arrangements;
- long-term relief;
- forthcoming service reductions;
- the temporary provision of specialist skills that are required within the organisation; or,
- to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent Employee.

Where the Fixed Term position becomes a permanent position and available with the Employer, the Fixed Term Employee may be offered the position on application.

The period or periods (in the case of recurring contracts) worked by the Employee in the Fixed Term position will form part of the Employee's continuous service with the Employer, provided any break in service does not exceed three (3) months.

- e. A **Casual Employee** is employed on an hourly basis as and when required and:

- is hired by the hour;
- will be paid for actual time worked;
- is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
- is not covered by *Clause F19 Rosters*;
- will be entitled to unpaid parental leave if he/she is an "eligible casual Employee" as defined by the Act;
- can be terminated by notice to the end of the current shift worked.

C5. ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES

- a. A Part-Time Employee or the Employer may initiate a review of the Employee's hours of work in writing once each year. Where the Employee is regularly working more than their specified contract hours at the request of the Employer, the contract hours may be reasonably adjusted by the Employer taking into account the following:
 - the operational requirements;
 - the pattern of hours;
 - whether the increase in hours is as the direct result of an Employee being absent on leave; and,
 - whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.
- b. A Casual Employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
 - i. on a full-time basis where the Employee has worked on a full-time basis throughout the period of casual employment; or,
 - ii. on a part-time basis where the Employee has worked on a part-time basis throughout the period of casual employment. Such a contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Employee.

The Employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account the following:

- the operational requirements;
- the pattern of hours;
- whether the increase in hours is as the direct result of an Employee being absent on leave;
- whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a resident, service or client.

Arbitration of an Employee's request for conversion may only occur by agreement of the Employer and the relevant Association.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

- a. The Employer is committed to being a responsive, flexible organisation providing excellent care to its residents and clients. Support will be given to Employees in balancing their work and life commitments as far as practicable, taking into consideration the Employee's personal situation and the operational requirements of the Employer. It is recognised that balancing these needs will facilitate a more effective, productive and harmonious workplace.
- b. Work Life Balance initiatives include:
 - A change to the pattern of working hours, including part-time work arrangements;
 - Career breaks;
 - Job-share;
 - 'Purchased' extra leave;
 - Paid maternity, paternity and adoption leave;
 - Flexible return to work options; and,
 - Transition to retirement for mature-aged Employees.

D2. AGREEMENT FLEXIBILITY

- a. Notwithstanding any other provision of this Agreement, the Employer and an individual Employee may agree to vary the application of certain terms of this Agreement to meet the genuine individual needs of the Employer and the individual Employee.

The terms the Employer and the individual Employee may agree to vary the application of are those concerning arrangements for when work is performed in relation to:

- The timing of breaks;
 - Overtime and time-in-lieu of overtime;
 - Penalty rates; and,
 - Allowances.
- b. The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
 - c. The agreement between the Employer and the individual Employee must:
 - i. Be confined to a variation in the application of one or more of the terms listed in subclause a; and,
 - ii. Result in the Employee being better off overall than the Employee would have been if no individual flexibility agreement had been adhered to.
 - d. The agreement between the Employer and the individual Employee must also:

- i. Be in writing, name the parties to the agreement and be signed by the Employer and the individual Employee and, if the Employee is under 18 years of age, the Employee's parent or guardian;
 - ii. State each term of this agreement that the Employer and the individual Employee have agreed to vary;
 - iii. Detail how the application of each term has been varied by agreement between the Employer and the individual Employee;
 - iv. Detail how the agreement results in the individual Employee being better off overall in relation to the individual Employee's terms and conditions of employment; and,
 - v. State the date the agreement commences to operate.
- e. The Employer must give the individual Employee a copy of the agreement and keep the agreement as a time and wages record.
 - f. Except as provided for in subclause d(i) the agreement must not require the approval or consent of a person other than the Employer and the individual Employee.
 - g. If seeking to enter into an agreement, the Employer must provide a written proposal to the Employee for their consideration.
 - h. The Agreement may be terminated:
 - i. By the Employer or the individual Employee giving fourteen days' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or,
 - ii. At any time, by written agreement between the Employer and the individual Employee.
 - i. The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between the Employer and an individual Employee contained in any other term of this Agreement.

D3. FLEXIBLE WORK PRACTICES

- a. To support the need for flexibility for Employees in their working arrangements, Employees may be engaged to work in two or more different locations of the Employer which are within the Sydney Metropolitan area. The arrangement must be at the request of the Employee and would be subject to the following conditions:
 - i. the arrangement must be in writing and agreed to by the Employee and the Employer, either in the initial engagement letter or a letter to amend the Employee's conditions of employment;
 - ii. the Employee must advise the Employer if their hours of work under both engagements exceed 76 hours per fortnight in total; and,
 - iii. the arrangement must take into account clauses relating to *Clause F6 Minimum Breaks Between Shifts*, *Clause F1 Ordinary Hours of Work* and *Clause F7 Breaks*.
 - iv. Under this arrangement, overtime will only be payable if the Employee works more than 76 rostered hours per fortnight.

- b. An Employee may be directed to carry out duties that are within the limits of the Employee's skill, competence and training, and use the tools and equipment required, provided the Employee has the relevant skills and competence and has been properly trained.

E. EMPLOYMENT CLASSIFICATIONS

E1. INTRODUCTION

- a. Nursing classification definitions are outlined in *Schedule 1 - Nursing Classification Definitions*.
- b. Aged Care classification definitions are outlined in *Schedule 2 - Aged Care Classification Definitions*.
- c. Home Care classification definitions are outlined in *Schedule 3 - Home Care Classification Definitions*.
- d. Health Professional classification (other than Nursing classification) definitions are outlined in *Schedule 4 - Health Professional Classification (other than Nursing classification) Definitions*.
- e. Where classification levels are divided into increments, Employees may progress through these increments upon meeting the criteria.
- f. The Employer must advise Employees in writing of their Employment Classification at the start of their employment or upon appointment to a different Employment Classification.

E2. RECOGNITION OF SERVICE AND EXPERIENCE

- a. The Employer will recognise service and experience that is of a similar nature with another employer to the Employee's current employment with the Employer for the purposes of classifying Employees in Employment Classifications where there are progression criteria.
- b. The Employer will recognise the prior service and experience, and/or the concurrent service of an Employee with other employers, upon production of documentary evidence satisfactory to the Employer.

The Employee's new classification will apply from the date the evidence is received by the Employer.

The Employee's classification will be back-dated for prior service if the evidence is received by the Employer within three months of the Employee's initial engagement.

- c. A Registered Nurse or Enrolled Nurse who has been registered or enrolled within New South Wales or elsewhere within Australia will be paid as such as from:
 - i. The date the Employee notifies the Employer in writing that the Employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse; and
 - ii. Provides evidence of such.
- d. For the purpose of yearly progression based on service and experience an Employee must complete 1786 hours of work.

E3. PROGRESSIONS THROUGH PAY POINTS FOR HEALTH PROFESSIONAL EMPLOYEES (OTHER THAN NURSING CLASSIFICATIONS)

- a. Employees will enter at the relevant pay point and then progress annually or, in the case of a part-time or casual Employee, on completing 1786 hours of work.
- b. Progression through Levels 1-4

Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point having regard to the acquisition and use of skills, or in the case of a part-time or casual employee on completion of 1786 hours of similar experience.

E4. PROGRESSIONS THROUGH PAY POINTS FOR HOME CARE EMPLOYEES

- a. At the end of each twelve (12) months' continuous service, an Employee will be eligible for progression from one pay point to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
 - The Employee has acquired and satisfactorily used new or enhanced skills within the ambit of the classification, if required by the Employer, or;
 - Where an Employer has adopted a staff development and performance appraisal scheme and has determined that the Employee has demonstrated satisfactory performance for the prior 12 months' employment.

E5. TEAM LEADER CLASSIFICATIONS

- a. The parties agree that existing Employees who are classified as Team Leaders will continue to be classified as such and paid in accordance with *Schedule 6 Pay Rates*. No new Employees may access this provision.

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

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

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four full days in each fortnight or two full days in each week and these are referred to as Rostered Days Off. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven consecutive days.
- c. At the request of an Employee, the Employer and the Employee may agree to alter the arrangement of hours.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual |
|---|

F3. SPAN OF HOURS (EXCLUDING HOME CARE CLASSIFICATIONS)

- a. The ordinary hours of work for a day worker will be between 6.00am and 6.00pm Monday to Friday.
- b. A shiftworker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in subclause F3.a.

Applies to:

- | |
|--|
| <input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual |
|--|

F4. SPAN OF HOURS FOR HOME CARE CLASSIFICATIONS

- a. For Day Workers, the ordinary hours of work will be between 6.00am and 8.00pm Monday to Sunday.
- b. A shiftworker is an Employee who works the shifts as prescribed at *Clause F14 d (i) Shift Work (Home Care Classifications Only)*.
- c. Where the Employer wishes to engage the Employee in shiftwork, the Employer will advise the Employee in writing, specifying the period over which the shift is ordinarily worked.

Applies to:

- | |
|--|
| <input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual |
|--|

F5. MINIMUM HOURS

- a. Part-Time Employees will receive a minimum payment of two hours at the Employee's ordinary rate of pay for each start in respect of ordinary hours of work.
- b. Casual Employees (excluding Home Care classifications) will receive a minimum payment of two hours at the Employee's ordinary rate of pay for each start in respect of ordinary hours of work.
- c. Casual Employees engaged in Home Care classifications will receive a minimum payment of one hour at the Employee's ordinary rate of pay for each start in respect of ordinary hours of work.
- d. The Employer will ensure there is provision for handover between staff where required at the commencement of each shift to inform of any changes to a resident's health status.

Applies to:

- ☐ Full-Time
- ☒ Part-Time
- ☒ Casual

F6. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, Employees must receive a minimum break of eight hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift, or 10 hours between broken shifts rostered on successive days.
- b. Where an Employee has not been provided with the appropriate break between shifts and the Employee's next rostered shift is due to commence:
 - i. without loss of pay the Employee will be released either before the end of the current shift or the start of their following shift so they have the appropriate break; or,
 - ii. if the Employee agrees to work without the appropriate break, the Employee will be paid until they are released from duty at overtime rates as set out in *Clause F12 Overtime*. Once released from duty the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

F7. BREAKS

- a. Employees are entitled to a paid rest break each working day as follows:
 - i. one 10 minute break where the Employee works less than 7.6 hours; or,
 - ii. two 10 minute breaks, or one 20 minute break (if agreed to by the Employer), where the Employee works 7.6 hours or more.

A paid rest break will count as working time.

- b. Employees are entitled to an unpaid meal break each working day as follows:
 - i. between 30 minutes and 60 minutes where the Employee's shift is 10 hours or less; or,
 - ii. two 30 minute breaks, or one 60 minute break (if agreed by the Employer), where the Employee's shift is more than 10 hours.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

Employees must not be required to work more than five hours continuously before taking the meal break.

An unpaid meal break will not count as time worked.

F8. ACCRUED DAYS OFF

- a. The Employer may provide the opportunity for Full-Time Employees to access Accrued Days Off (ADOs) by accruing:

- i. 0.4 of an hour for every eight hours worked per day; or
- ii. 0.5 of an hour for every ten hours worked per day.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

For example, in the case of an Employee who works 8 hours per day, 5 days per week (total of 40 hours), the Employee is entitled to:

- i. payment for 38 hours of work; and
 - ii. 2 hours allocated towards ADO accrual.
- b. The Employee will be entitled up to 12 ADOs each year. The purpose of the ADOs is to facilitate a balance between Employees work and life commitments by enabling them to have one day free from work each month.
- c. The Employer will direct employees to take their accrued ADOs at a time after taking into consideration any request from an Employee and having regard to the operational needs of the Employer.
- d. Where possible and by mutual agreement:
- i. the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
 - ii. the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
 - iii. Up to five ADOs may be accumulated and may be taken in conjunction with the Employee's annual leave or at another agreed time.
- e. In circumstances where the Employee wants to accumulate more than five ADOs, the Employee must apply and the Employer will not unreasonably decline the request. Such application and approval will be in writing.
- f. The Employer values its Employees' work-life balance and encourages Employees to use ADOs for the purposes of rest and recreational pursuits. The Employer may direct the Employee to take an ADO when five ADOs are accrued.
- g. ADOs are accrued, at the normal rate, for the following:
- personal/carer's leave;
 - public holidays;
 - compassionate leave;
 - study leave;

- time in lieu taken.
- h. The following types of leave or absence *do not* accrue ADOs:
- ADO
 - annual leave;
 - long service leave;
 - paid and unpaid parental leave;
 - leave without pay;
 - worker's compensation.
- i. Where an Employee's employment terminates for any reason, accumulated ADOs will be paid to the Employee at their ordinary rate of pay.
- j. ADOs credited to an Employee may be cashed out, subject to the following conditions:
- i. the Employee must elect in writing to receive payment in lieu of an amount of ADOs for each request to cash out a particular amount of paid ADOs;
 - ii. the Employer has agreed to the Employee cashing out the ADOs; and,
 - iii. the payment in lieu of the amount of ADOs shall be at a rate that is no less than the Employee's ordinary rate of pay at the time that the election is made.

F9. BROKEN SHIFTS (AGED CARE CLASSIFICATIONS ONLY)

- a. A "broken shift" means a single shift worked by an Employee that includes one or more breaks (other than a meal break) totalling not more than four hours.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, Employees will be paid the allowance set out in *Item 1 of Schedule 7 Allowances* and shift and weekend allowances (determined by the commencement time) in accordance with *Clause F14 Shift and Weekend Work*.
- d. If the Employee works more than 12 hours, they will be paid double time for hours worked after the first 12 hours.
- e. A broken shift may be worked where this is mutual agreement between the Employer and Employee to work the broken shift.
- f. An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

F10. BROKEN SHIFTS (HOME CARE CLASSIFICATIONS ONLY)

- a. A "broken shift" means a single shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, Employees will be paid the allowance set out in *Item 1 of Schedule 7 Allowances* and shift and weekend allowances (determined by the commencement time) in accordance with *Clause F14 Shift and Weekend Work*.
- d. If the Employee works more than 12 hours, they will be paid double time for hours worked after the first 12 hours.
- e. A broken shift may be worked where this is mutual agreement between the Employer and Employee to work the broken shift.
- f. An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

F11. REASONABLE ADDITIONAL HOURS

- a. The operational requirements of the Employer will, on occasion, require some Employees to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.
- c. All hours worked by Part-time employees beyond their contracted number of hours will be additional hours for the purpose of this clause.
- d. All additional hours worked by the Employee and approved by the Employer will be paid for in accordance with this Agreement.
- e. An Employee is required to work the additional hours unless the hours are unreasonable taking into account:
 - i. any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - ii. the Employee's personal circumstances including any family responsibilities;
 - iii. the operational requirements of the workplace of the Employer;
 - iv. the notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse to work the additional hours;
 - v. whether any of the additional hours are on a public holiday; and
 - vi. the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

F12. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. All hours worked by Employees outside the ordinary hours will be paid at their ordinary rate of pay at:

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

- i. time and one-half (150%) for the first two hours and double time thereafter (200%);
 - ii. double time (200%) for all overtime worked on Sunday; or
 - iii. double time and one-half (250%) for all overtime worked on Public Holidays.
- c. For the purposes of assessing overtime:
- i. each day stands alone; and
 - ii. where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.
- d. Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in *Clause 14 Shift and Weekend Work*.
- e. When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least eight consecutive hours off duty between the work of successive days or shifts, including overtime.
- f. An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least eight consecutive hours off duty between those times, will be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.
- g. If, on the instruction of the Employer, an Employee resumes or continues to work without having had eight 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 eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.
- h. 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.
- i. All time worked by part-time employees in excess of 38 hours per week or 76 hours per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- All time worked by part-time employees which exceeds 10 hours per day or shift, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays where overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- j. Casual Employees are entitled to overtime for hours in excess of 38 hours per week. The payments for overtime are in lieu of the casual loading.
- k. Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:
- i. a minimum of four hours at the applicable overtime rate (and Employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - ii. For time spent travelling to and from the place of duty. 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 travelling to work will be included with the actual time worked for the purposes of the overtime payment.

- l. An Employee, other than a Home Care 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.
- m. An Employee engaged in a Home Care classification recalled to work overtime after leaving the Employer's or client's premises will be paid for a minimum of two hours' work at the appropriate rate for each time so recalled. If the work is completed in less than two hours the Employee will be released from duty.

F13. TIME IN LIEU OF OVERTIME

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to and pre-approved before being worked, by the Employer.
- b. Instead of receiving payment for authorised overtime, Employees may be compensated by way of Time in Lieu on the following basis:
 - i. Employees cannot be compelled to take Time in Lieu and the Employer cannot be compelled to agree to provide the Employee with Time in Lieu;
 - ii. ordinary rate of pay Time off instead of payment for overtime must be taken at ordinary rate of pay within three (3) months of it being accrued.
 - iii. Where it is not possible to take Time in Lieu within the three month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made
 - iv. The Employer must maintain records of all Time in Lieu owing and taken by Employees.
 - v. Where no election is made, the Employee shall be paid overtime rates in accordance with this Agreement.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

F14. SHIFT AND WEEKEND WORK

- a. Casual Employees are entitled to the appropriate casual loading as specified in *Clause H1 Remuneration* and the allowances prescribed in this clause, where applicable.
- b. Where an Employee works hours which would entitle that Employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.
- c. Shift Work (excluding Home Care Classifications & Health Professionals)
 - i. Employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate for such shift. Provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Applies to:

- ☒ Full-Time
- ☒ Part-Time*
- ☒ Casual*

Shift	Commencement Time	Allowance
Morning shift	From 10.30am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%

Night Shift	From 4.00pm and before 4.00am	15%
Early morning shift	From 4.00am and before 6.00am	10%

d. Shift Work (Home Care Classifications Only)

- i. Day shift means any shift that commences earlier than 12 noon and finishes at or before 7.00pm.
Afternoon shift means any shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.

Night shift means any shift which finishes after 12 midnight or commences before 6.00am Monday to Friday.

A public holiday shift means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.

- ii. Following the shift work definitions at clause F14.d.i. above, the following shift allowances and penalty rates apply to Home Care classifications:

Shift	Allowance
Afternoon shift	12.5% of their basic periodic rate for the whole of such shift
Night shift	15% of their basic periodic rate for the whole of such shift
Public Holiday shift	150% of their basic periodic rate for that part of such shift which is on the public holiday

- iii. Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepover.

e. Shift Work (Health Professionals Only)

- i. Where the ordinary hours of work of an Employee finish between 6.00pm and 8.00am or commence between 6.00pm and 6.00am, the Employee will be paid an additional loading of 15% of their ordinary rate of pay.

f. Weekend Work

- i. Employees are entitled to the following weekend allowances calculated on their for ordinary hours worked on a weekend:

Day	Allowance
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%)
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%)

- ii. Weekend allowances are paid instead of shift allowances and casual loadings, where applicable.

F15. PUBLIC HOLIDAYS

- a. The Employer owns and operates aged care services. The parties acknowledge that the nature of the work performed by the Employee, the type of employment and the

Applies to:

- ☒ Full-Time
☒ Part-Time
☒ Casual

nature of the Employer's workplace will require some Employees to work on Public Holidays.

- b. Ordinarily, an Employee (excluding a casual Employee) is entitled to a day off on a Public Holiday.
- c. An Employee (including a casual Employee) who is required to and does work on any Public Holiday will be paid double time and a half (250%) of their ordinary rate of pay for the hours worked. This amount is instead of all other applicable allowances and loadings other than broken shift allowances.
- d. Employees that work on a public holiday may elect to be paid time and a half (150%) of their ordinary rate of pay for the hours worked plus an additional day of Public Holiday leave.
- e. A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work. Where a part-time Employee is rostered off on a public holiday they would ordinarily work, they will be paid their ordinary pay for that day.
- f. Full-Time Shift Workers rostered off duty on a Public Holiday will be paid one additional day's pay at the ordinary rate of pay unless the Employee requests in writing to have one day added to their annual leave.
- g. Each Employee is entitled to the following public holidays, as days free from work if rostered to work:
 - New Years Day;
 - Australia Day;
 - Good Friday;
 - Easter Saturday;
 - Easter Sunday;
 - Easter Monday;
 - ANZAC Day;
 - Queen's Birthday;
 - Labour Day
 - Christmas Day;
 - Boxing Day; and,
 - Any other day declared or under a law of New South Wales;
- h. In addition to those listed above, Employees will be entitled to an additional public holiday that will fall on a date nominated by the Employer between Christmas Day and New Year's day that is not already a gazetted public holiday or a Saturday or a Sunday. This day substitutes for the August Bank Holiday.

F16. JEWISH HIGH HOLY DAYS

- a. The Employer recognises the following Jewish High Holy Days, in recognition of the provisions of this clause:

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input type="checkbox"/> Casual |

- Pesach Day 1
- Pesach Day 2
- Pesach Day 7
- Pesach Day 8
- Shavuot Day 1
- Shavuot Day 2
- Rosh Hashanah Day 1
- Rosh Hashanah Day 2
- Yom Kippur
- Succot Day 1
- Succot Day 2
- Shemini Atzeret
- Simchat Torah

b. Jewish High Holy Days are not Public Holidays.

c. If an Employee wishes to take the day off from work, they are required to apply for leave, using either accrued Annual Leave, Time in Lieu, Long Service Leave, ADO or approved unpaid leave. Permission must be granted by the Employer prior to the Employee proceeding on leave.

d. If an Employee, in completing their duties and working on a Jewish High Holy Day that is also a Public Holiday, or a Saturday or Sunday, the day will be worked and remunerated accordingly.

F17. CEREMONIAL LEAVE

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

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

F18. ATTENDANCE AT MEETINGS

Any Employee required to attend an Work Health and Safety Committee; Board of Management meeting or any other as required, shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, Employees may, with the agreement of the Employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

The Employer may require the Employee to attend other meetings outside their ordinary hours of work.

F19. ROSTERS

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- a. Employees will work in accordance with a weekly or fortnightly roster fixed by the Employer.
- b. At least two weeks prior to the start of the roster period, the ordinary hours of work for shift workers must be:
 - i. displayed on a roster in a place accessible to Employees; or
 - ii. communicated to the Employee in writing (including by electronic means).
- c. In the case of Home Care Employees, alternative means of communicating change of rosters such as telephone communication, direct contact, mail, email, text messaging ("SMS") or facsimile will be accepted.
- d. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- e. Unless the Employer otherwise agrees, an Employee desiring a roster change will give seven days' notice except where the Employee is ill or in an emergency. Such a request is not considered approved until the Employee has received notification from the Employer confirming such.
- f. Seven days' notice of a change of roster will be given by the Employer to an Employee. Except that, a roster may be altered at any time to enable the functions of the service to be carried out where another Employee is absent from work due to illness or in an emergency. Where any such alteration requires an Employee to work on a day that would otherwise have been the Employee's day off, the day off instead will be as mutually arranged.
- g. This clause will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has two rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- h. For Home Care Employees, where a client cancels or changes the rostered home care service, an Employee will be provided with notice of a change in roster by 5.00pm the day prior and in such circumstances no payment will be made to the Employee. If a full-time or part-time Employee does not receive such notice, the Employee will be entitled to receive payment for their minimum specified hours on that day.

The Employer may direct the Employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Employer's business providing the Employee has the skill and competence to perform the work.

G. ALLOWANCES

G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES

- a. The allowances applicable to shift work and work on weekends are set out in *Clause F14 Shift and Weekend Work* above.
- b. The allowance applicable to work on public holidays is set out in *Clause F15 Public Holidays* above.

G2. IN-CHARGE ALLOWANCE

- a. A Registered Nurse who is designated to be in charge of the facility or section during a shift will be paid the allowance set out in *Item 6, 7 or 8 of Schedule 7 Allowances* where applicable.
- b. An Employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- c. Registered Nurses holding classified positions of a higher grade than a Registered Nurse are excluded from this clause.

G3. VEHICLE/TRAVELLING ALLOWANCE

- a. Subject to the Employer being satisfied that the Employee has incurred the expenses:
 - i. Where an Employee is called upon and agrees to use the Employee's private vehicle for work-related travel, the Employee will be paid the allowance set out in *Item 5 of Schedule 7 Allowances*; or
 - ii. Where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.

The payment will exclude travel from the Employee's home to the first place of work and the Employee's return to home at the end of duties.

- b. An Employee sent for duty to a place other than the Employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

G4. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Uniforms or overalls will be supplied free of cost, to each Employee required to wear them. An Employee to whom a new uniform or part of a uniform has been supplied by the Employer, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b. Upon termination, an Employee will return any uniform or part thereof supplied by the Employer, which is still in use by the Employee, immediately prior to leaving. If an Employee fails to return any uniform or part thereof supplied by the Employer, the Employer may withhold from

the Employee any monies owing to them on termination under this Agreement or the NES, provided the Employer has obtained the written consent of the Employee to withhold these monies and the amount does not exceed the cost of the uniforms to the Employer.

- c. In lieu of supplying a uniform where required to an Employee, the Employer will pay the Employee the weekly allowance set out in *Items 9 to 13 of Schedule 7 Allowances* to this Agreement according to the applicable item number as and when required. Uniform items include special-type shoes, cardigan or jacket, stockings and socks.
- d. If, in any service, the uniforms of an Employee are not laundered at the expense of the service, the sum per week set out in *Item 14 of Schedule 7 Allowances* to this Agreement will be paid to the said Employee. Provided that the payment of such laundry allowance will not be made to any Employee on absences exceeding one week.
- e. An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each Employee whose duties require them to work out of doors will be supplied with overboots and sufficient raincoats will be made available for use as necessary.
- g. Each Employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

G5. MEAL ALLOWANCES ON OVERTIME

- a. An Employer must provide the Employee with either a meal or a meal allowance as set out in *Items 2, 3 or 4 of Schedule 7 Allowances* if the Employee is required to work overtime for more than two hours and such overtime goes beyond:
 - i. 7:00am on a Night Shift (Item 2);
 - ii. 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3);
 - iii. 6:00pm on an Afternoon Shift (Item 4).
- b. Where an Employee is required to remain available for duty during a meal break, the Employee will be paid an 'on call during meal break allowance' as provided for in *Item 16 in Schedule 7 Allowances*, provided such that only one allowance shall be payable in any period of 24 hours. If an Employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.
- c. Where a Home Care Employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay and subclause G5 (b) does not apply

G6. ON CALL ALLOWANCE

- a. An Employee is on call if the Employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An Employee on call must be paid the allowance in *Item 15 of Schedule 7 Allowances* for each period of 24 hours or part thereof.
- c. An Employee who is directed to remain on call during a meal break will be paid the meal break allowance in *Item 16 in Schedule 7 Allowances*.

- d. Where an Employee on call leaves the workplace and is recalled to duty, the Employee shall be reimbursed reasonable travel expenses incurred or the allowance in *Item 5 of Schedule 7 Allowances* where the Employee elects to use the Employee's own vehicle.

G7. CONTINUING EDUCATION ALLOWANCE

- a. An Employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid the allowance in *Items 17 to 20 of Schedule 7 Allowances* subject to the following:

- i. Allowances will be payable as follows:

Classification	Qualification	Allowance
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 17
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 18
Registered Nurse	Master's degree or doctorate	Item 19
Enrolled Nurse (with Notation)	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 20

- ii. Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
- iii. The Employer must accept that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position;
- iv. An Employee is only entitled to one allowance, being the allowance of the highest monetary value;
- v. An Employee must provide evidence to the Employer that they hold that qualification;
- vi. The allowance is not included in the Employee's ordinary rate of pay;
- vii. Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.
- b. This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to:
- Clinical Nurse Specialists;
 - Clinical Nurse Consultants;
 - Clinical Nurse Educators.

G8. HIGHER DUTIES ALLOWANCE

- a. An Employee who is called upon to:
- i. fully relieve an Employee in a higher classification (unless the Employee is a day worker absent for three consecutive days or less or the Employee is on an ADO); or
 - ii. act for a period of no less than three consecutive days in a vacant position of a higher classification in the case of acting in a Deputy Care Manager's position;

is entitled to receive a higher duty allowance equal to the minimum payment for the higher classification/benchmark position for the period.

- b. An Employee who is called upon to fully relieve an employee in a management classification not included in this Agreement is entitled to a temporary adjustment to their ordinary rate of pay, as mutually agreed by the Employer and Employee.
- c. An Employee who is called upon to undertake most but not all duties of an Employee in a higher classification/benchmark position as in (a) above, is entitled to receive 50% of the higher duty allowance where responsibilities are shared between two or more Employees, and 75% of the higher duty allowance, where greater responsibility is taken on by an individual Employee, but not all of the responsibilities of the full role.

G9. SLEEPOVER ALLOWANCE (HOME CARE CLASSIFICATIONS)

- a. A sleepover means when an Employee is required to sleep overnight on the Employer's premises.
- b. The span for a sleepover will be a continuous period of eight hours.
- c. For each sleepover, the Employees shall be provided with:
 - i. free board and lodging;
 - ii. a separate room with a bed and use of staff facilities or client facilities where applicable;
 - iii. the sleepover allowance set out in *Item 21 of Schedule 7 Allowances* for each night on which they sleep over.
- d. In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- e. An Employee on sleepover will be provided with, or paid for, at least four hours' work for each instance where the Employee is required. Such work will be performed immediately before or immediately after the sleepover period. The allowance prescribed by G9.c. will be in addition to the minimum payment prescribed by this subclause.

G10. NAUSEOUS WORK ALLOWANCE (AGED CARE CLASSIFICATIONS ONLY)

- a. The allowance set out in *Item 22 of Schedule 7 Allowances* per hour will be paid to an Employee in any classification for the duration of the shift if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification.
- b. An Employee who is entitled to be paid an allowance will be paid a minimum sum set out in *Item 22 of Schedule 7 Allowances* for work performed in any week.

G11. SPECIALISATION ALLOWANCE

- a. The allowance set out in *Item 23 of Schedule 7 Allowances* will be paid for the duration of the shift to an Employee in any classification who holds appropriate Qualifications/Experience acceptable to the Employer and is designated by the Employer as undertaking a specific task(s)

on an ongoing basis that is over and above their usual duties that adds value to the Employer's service. This may include:

- i. An Employee designated by the Employer with the responsibility of coordinating the supply of continence aides;
 - ii. An Employee in the classification of Assistant in Nursing or Care Service Employee that has successfully completed the Employer's medication credentialing program and as part of their duties, are required to administer medications to the Employer's Residents.
- b. The Employee will only be entitled to the payment of this allowance once for each shift.
 - c. Where an Employee is classified as AIN/CSE Team Leader as identified in *Clause E5 Team Leader Classifications*, the Employee will also be entitled to this allowance on meeting the requirements as specified in subclause (a) above.
 - d. Where an Employee is designated 'Team Leader' as identified in *Clause G11* below, the Employee will also be entitled to this allowance on meeting the requirements as specified in subclause (a) above.

G12. TEAM LEADER ALLOWANCE

- a. The allowance set out in *Item 24 of Schedule 7 Allowances* will be paid to an Employee in the classification of Assistant in Nursing or Care Service Employee for the duration of the shift where:
 - i. they hold either a Certificate III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer; and
 - ii. they possess appropriate written and verbal communication skills;
 - iii. they have demonstrated initiative and leadership qualities in the performance of their duties; and
 - iv. they possess sound organisational skills; and
 - v. they are designated by the Employer as having the responsibility for leading and/or supervising the work of others.
- b. Where an Employee receives a 'Team Leader' Allowance, they may also receive a 'Specialisation' Allowance on meeting the requirements as specified in *Clause G12 Specialisation Allowance*.

G13. 24 HOUR CARE (HOME CARE CLASSIFICATIONS ONLY)

- a. A 24 hour care shift requires an Employee to be available for duty in a client's home for a 24 hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period.
- b. The Employee will normally have the opportunity to sleep during a 24 hour care shift and, where appropriate, a bed in a private room will be provided for the Employee.
- c. The Employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24 hour period.

G14. EXCURSIONS (HOME CARE CLASSIFICATIONS ONLY)

- a. Where an Employee agrees to supervise clients in excursion activities involving overnight stays from home between Monday to Friday, the following provisions will apply:
 - i. Payment at the basic periodic rate for time worked between the hours of 8.00am to 6.00pm Monday to Friday up to a maximum of 10 hours per day.
 - ii. The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
 - iii. Payment of a sleepover allowance in accordance with the provision of *Clause G9 Sleepover Allowance (Home Care Classifications)*.
- b. Where an Employee agrees to supervise clients in excursion activities involving overnight stays from home over the weekend, the following provisions will apply:
 - i. Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend will not exceed 10 days.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An Employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- b. Full-Time and Part-Time Employees are entitled to be paid the ordinary rate of pay in *Schedule 6 Pay Rates* for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid the ordinary rate of pay in *Schedule 6 Pay Rates* for the appropriate Employment Classification plus a 25% casual loading for all ordinary hours worked. The exception is for weekends, public holidays and overtime where allowances listed under *F14f (Weekend Work)* and *F15c (Public Holidays)* are payable.
- d. A casual Employee will be paid shift allowances calculated at the ordinary rate of pay excluding the casual loading with the casual component then added to the penalty rate of pay.
- e. Overtime rates shall only be payable to a casual Employee where they have worked in excess of 38 hours per week or 76 hours per fortnight during a pay period. Payment of such overtime penalties shall be on the hourly rate of (1/38th) and be in lieu of the casual loading.
- f. Notwithstanding the above, the Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example bank delay or error.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

H2. WAGE INCREASES

- a. The Employer is committed to providing wage and salary increases that reward Employees for their efforts and that are aligned to industry standards and funding.
- b. Wage increases for the life of the Agreement are listed in *Schedule 6 Pay Rates*.
- c. Allowances will be increased as listed in *Schedule 7 Allowances*.
- d. Any increases in rates of pay by the Fair Work Commission (or any other industrial body or tribunal) effective prior to or during the term of this Agreement may be absorbed into the salary increases set out above. In addition, the increases offset any underpayment arising from the Fair Work Commission (or any other industrial body or tribunal) determination, order or decision effective prior to or during the term of this Agreement to the extent that they may be offset.
- e. Any Employee whose current salary is above the rate scheduled in this agreement will remain on the higher rate of pay. Future pay increases will be absorbed until the rate of pay for the Employee's classification meets and/or succeeds this higher rate of pay, unless otherwise determined by the Employer.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

H3. SALARY PACKAGING

- a. The Employer offers to Employees salary packaging. The Employer shall ensure that the terms and structure of any remuneration package complies with taxation and any other applicable law.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input type="checkbox"/> Casual |

- b. The configuration of the salary package shall remain in force until there is an agreement to change the terms and structure of the package or there is an applicable change to legislation that affects the salary package.
- c. If an Employee chooses to access salary packaging, changes may only be made once per annum to the details of the salary package. However, in emergency situations, the details of the salary package may be changed more than once per annum but at the discretion of the Employer.
- d. Should there be any changes to any legislation that affect salary packaging, the Employer may terminate the salary package and the Employee's remuneration will revert to the sum the Employee would be entitled to receive under this Agreement but for the salary packaging agreement.

H4. SUPERANNUATION

- a. The Employer will make superannuation contributions to an approved complying superannuation fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- b. Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in *clause H4a.* to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in *clause H4a.* and pay the amount authorised under *clause H4 c.* to one of the following superannuation funds:
 - i. Health Employees Superannuation Trust of Australia (HESTA); and is a fund that offers a MySuper product or is an exempt public sector scheme.
 - ii. 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 sector fund.
- c. The Employer supports those Employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

H5. SALARY ADJUSTMENTS

- a. Overpayment
 - i. During the Employee's employment and on termination, the Employer may withhold from any payment due to the Employee any amount owed by the Employee to the Employer subject to written authorisation from the Employee to withhold such monies.
 - ii. The Employer will notify the Employee in writing of the amount owed and the recovery process.
 - iii. The Employer will act reasonable at all times in regard to this clause and reserves their right at common law to pursue any monies owed by the Employee.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

b. Underpayment

- i. Where there is an underpayment, the Employer will endeavour to rectify the error within the next pay period. If this cannot occur, the Employer will notify the Employee of the processes being undertaken to remedy the error and the expected timeframe for this to occur.

I. LEAVE

11. LEAVE ENTITLEMENTS

- a. Employees are entitled to the leave provided in the Act, NES and this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policies.
- b. For all periods of authorised paid leave, Employees are entitled to be paid their ordinary rate of pay.
- c. Part-Time Employees are entitled to the quantum of leave specified in *Clause 12 Annual Leave* but such leave will be paid on a pro-rata basis.
- d. Casual Employees have no entitlement to leave other than unpaid personal leave, long service leave and eligible casual Employees as defined by the Act and the NES have an entitlement to unpaid parental leave.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input checked="" type="checkbox"/> Casual |

12. ANNUAL LEAVE

- a. Employees shall accrue five (5) weeks annual leave per year. Annual leave accrues for each completed fortnight of continuous service with the Employer, of 5/52nd of the number of nominal hours worked by the Employee for the Employer during that fortnightly period. Annual leave shall accrue on a pro-rata basis and be credited to Employees fortnightly.
- b. Annual Leave shall be taken at a time determined by mutual agreement which meets the needs of the Employer.
- c. The Parties shall give at least twenty eight days notice to take Annual Leave. The Employee must receive approval from the Employer, whom will not unreasonably refuse any request to take Annual Leave.
- d. By agreement between the Employer and an Employee, Annual Leave may be taken in advance of it having been accrued. In such cases, advanced payment for leave granted in advance shall be offset against any future accrual or against any monies otherwise payable to the Employee on termination of employment.
- e. The Employer may direct an Employee to:
 - i. take two weeks annual leave where they have accrued a balance of more than eight weeks; or
 - ii. take leave during a stand down.

Applies to:

- | |
|---|
| <input checked="" type="checkbox"/> Full-Time |
| <input checked="" type="checkbox"/> Part-Time |
| <input type="checkbox"/> Casual |

If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance, the expected timeframe in which the leave should be taken and the Employee will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form for the consideration of the Employer. Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, maternity, or another special occasion).

- f. Annual leave credited to an Employee may be cashed out, subject to the following conditions:

- i. the Employee must elect in writing to receive payment in lieu of an amount of annual leave for each request to cash out a particular amount of paid annual leave;
 - ii. paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than three (3) weeks;
 - iii. the Employer has agreed to the Employee cashing out the annual leave; and
 - iv. the payment in lieu of the amount of annual leave shall be at a rate that is no less than the Employee's ordinary rate of pay at the time that the election is made.
- g. On the termination of their employment, an Employee will be paid their untaken or pro-rata annual leave.

13. ANNUAL LEAVE LOADING

- a. Full-Time and part-time Employees are entitled to annual leave loading when Annual Leave is taken or cashed out by an Employee, of the greater of:
- i. 17.5% on five weeks of the Employee's ordinary rate of pay; or,
 - ii. any shift and weekend allowances that they would have been paid had they not been on leave.
- b. Upon termination, Employees are entitled to be paid leave loading for any accrued but untaken annual leave in accordance with the Act.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

14. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)

- a. Employees shall be entitled to remuneration for nominal hours for such period or periods during which they may be incapacitated or prevented by illness, injury or accident; or required to care for an immediate family member; or by any other circumstances beyond their control from carrying out their duties for a period of up to ten (10) days in any twelve (12) consecutive calendar months.
- b. Immediate family means the following members of an Employee's immediate family:

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

- i. a spouse (including a former, de facto or former de facto spouse), child (including a stepchild, or adopted, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of the Employee;
- ii. a child (including a stepchild, or adopted child, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of a spouse (including a former, de facto or former de facto spouse) of the Employee.

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

- c. Employees shall accrue an amount of paid Personal and Carer's Leave, for each completed fortnight of continuous service with the Employer, of 1/26th of the number of nominal hours worked by the Employee for the Employer during that fortnight.

- d. Such Personal and Carer's Leave entitlement shall be cumulative to the extent that leave on Personal and Carer's Leave not taken at the end of each period of twelve (12) months shall accumulate.
- e. Payment for leave under this Clause is dependent upon the Employee informing the Employer's nominated representative, as soon as is reasonably practicable, of their inability to attend work, the nature of the illness and the estimated duration of the absence.
- f. The Employee shall, if required by the Employer, produce a medical certificate or a statutory declaration (signed by the Employee certifying incapacity), in the following circumstances, where absence under this Clause:
 - i. is of two or more consecutive days duration; or
 - ii. occurs after the first three single sick days in a 12 month period; or
 - iii. occurs on a public holiday or on a day immediately before or after the public holiday, annual leave or ADO; or
 - iv. as specifically requested by the Employer.
- g. In addition, an Employee may use accumulated personal/carer's leave when on workers compensation only where his or her workers compensation payments are less than his or her normal full pay. In this case, a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.
- h. Any leave accrued under this clause is not payable upon termination of employment.

15. UNPAID PERSONAL LEAVE

- a. Once an Employee's entitlement to paid personal leave has been exhausted, Employees are entitled to up to two days unpaid carer's leave for each occasion (a permissible occasion) in accordance with the NES when a member of the Employee's immediate family, or a member of the employee's household, requires care or support because of:
 - i. A personal illness, or personal injury, affecting the member; or
 - ii. An unexpected emergency affecting the member.
- b. An Employee may take unpaid carer's leave for a particular permissible occasion as:
 - i. A single continuous period of up to two days; or
 - ii. Any separate periods to which the Employee and the Employer agree.

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

16. COMPASSIONATE LEAVE

- a. Employees are entitled to up to three days paid compassionate leave for each occasion (a permissible occasion) in accordance with the NES when a member of the Employee's immediate family, or a member of the Employee's household:
 - contracts or develops a personal illness that poses a serious threat to his or her life; or

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☐ Casual

- sustains a personal injury that poses a serious threat to his or her own life; or
 - dies.
- b. An Employee may take compassionate leave for a particular permissible occasion as:
- i. A single continuous three day period; or
 - ii. Three separate periods of one day each; or
 - iii. Any separate periods to which the Employee and the Employer agree.
- c. If any additional compassionate leave is required, then Employees may utilise any other form of leave as appropriate or apply for leave without pay.

17. PARENTAL LEAVE

- a. Employees are entitled to parental leave in accordance with the NES.
- b. Parental leave comprises maternity leave, paternity leave and adoption leave.
- c. The Employer offers eligible Employees Paid Parental Leave that must be taken concurrently with unpaid Parental Leave.
- d. The Employer's Paid Parental Leave Scheme is separate to, and will operate in addition to the Federal Government's National Paid Parental Leave Scheme that is governed the *Paid Parental Leave Act 2010*.
- e. Employees are eligible to paid parental leave after they have completed at least 40 weeks continuous service prior to the expected date of birth, or prior to taking custody of the child.
- f. An eligible Employee is entitled to:
- i. twelve (12) weeks paid maternity or adoption leave; or
 - ii. one (1) week paid paternity leave;
- as appropriate at the Employee's ordinary rate of pay from the date the leave commences.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual*

*Applies to eligible casual employees

For the purpose of calculating paid maternity leave for permanent part time Employees, the Employer shall pay the paid maternity leave on the basis of the average hours worked in the previous 40 weeks.

- g. Employees may elect to take Annual Leave, ADO or Long Service Leave that has been accrued consecutively with Paid Parental Leave.
- h. Payment of maternity and adoption leave may be in advance, in a lump sum or may be taken as half-pay over twenty-four (24) weeks. This election must be made in writing. If no election is made, this will be paid at the Employee's weekly rate.
- i. The period of parental leave will be less than 52 weeks if the Employee, or the Employee's spouse, takes any other related authorised leave.
- j. Employee's wishing to take Maternity Leave must:

- i. provide their manager with a letter at least ten weeks before the date of confinement, confirming the expected date of confinement; an appropriate doctor's certificate is to be included;
 - ii. provide their manager with a letter at least four weeks before taking leave confirming the expected date commencing Maternity Leave;
 - iii. after commencing maternity leave, an Employee may vary the period of her maternity leave, once without the consent of her Employer and otherwise with the consent of her Employer;
 - iv. provide their manager with a letter advising of their intention to return to work at least four weeks before the end of their Maternity Leave.
- k. Portability of Service for Paid Maternity Leave refers to the recognition of service between the Employer's campuses for the purpose of determining an Employee's eligibility to receive paid maternity leave. For example, where an Employee moves between facilities operated by the Employer, previous continuous service will be counted towards the service prerequisite for paid maternity leave.
- l. Illness Associated with Pregnancy – if, because of illness associated with her pregnancy an Employee is unable to continue to work, then she can elect to use any available paid leave or to take sick leave without pay.
- m. Transfer to more suitable position - where, because of an illness or risk associated with her pregnancy, an Employee cannot carry out the duties of her position, the Employer is obliged, as far as practicable, to provide employment in some other position that she is able to satisfactorily perform. A position to which an Employee is transferred under these circumstances must be as close as possible in status and salary to her substantive position.
- n. Return for Flexible Working Arrangements:
- i. An Employee who is a parent, or has a responsibility for the care of a child under school age may request the Employer for a change in working arrangements for the purpose of assisting the Employee to care for the child.

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

- ii. The Employee is not entitled to make the request unless:
 - For an Employee other than a casual Employee, the Employee has completed at least twelve months of continuous service with the Employer immediately before making the request; or
 - For a casual Employee, the Employee has been engaged by the Employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months immediately before making the request and has a reasonable expectation of continuing engagement by the Employer on a regular and systematic basis.
- iii. The request must be in writing and set out details of the change sought by the Employee and the reasons for the change.
- iv. The Employer must give the Employee a written response to the request within 21 days whether the Employer grants or refuses the request.

- v. The Employer may refuse the request only on reasonable business grounds.
- vi. If the Employer refuses the request, the written response must include the reason(s) for the refusal.

o. Further Pregnancy While on Maternity Leave:

Where an Employee becomes pregnant whilst on maternity leave, a further period of maternity leave may be granted. Should this second period of maternity leave commence during the currency of the existing period of maternity leave, then any residual maternity leave from the existing entitlement lapses.

An Employee is required to complete at least twenty-six (26) weeks continuous service prior to the expected date of birth, or prior to taking custody of the child, to be entitled to further periods of paid parental leave.

p. Extending period of unpaid parental leave for up to 12 months beyond available parental leave period:

- i. An Employee who takes unpaid parental leave for his or her available parental leave period may request the Employer to agree to an extension of unpaid parental leave for the Employee for a further period of twelve (12) months immediately following the end of the available parental leave period;
- ii. The request must be in writing, and must be given to the Employer at least four (4) weeks before the end of the available parental leave period;
- iii. The Employer must agree to the extension, unless the Employer has reasonable business grounds for refusing.

q. Reducing period of unpaid parental leave:

If the Employer agrees, the Employee may reduce the period of unpaid parental leave he or she takes.

r. Liability for Superannuation Contributions:

During a period of unpaid maternity leave or unpaid adoption leave, the Employee will not be required to meet the Employer's superannuation liability.

s. Lactation Provisions:

Employees who are lactating shall be entitled to one paid break of 30 minutes per shift for the purpose of expressing their milk or breast feeding their child, and the Employer shall provide access to suitable facilities for such purpose.

t. Adoption Leave:

- i. Is applicable to adopted children less than five years of age;
- ii. Employees wishing to take Adoption Leave must provide their manager with a letter from an adoption agency or other appropriate authority advising of the expected date of placement of the child in their custody.

- iii. The Employer must provide the Employee with the same position which that Employee held prior to taking leave or, if the same position no longer exists, a job of similar status and pay to that previous position when the employee returns from leave.

18. LONG SERVICE LEAVE

- a. An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement, these provisions shall prevail.
- b. Employees are entitled to long service leave after completing five years of continuous service.
- c. Employees will accrue long service leave as follows:

Applies to:

- ☒ Full-Time
- ☒ Part-Time
- ☒ Casual

Completed years of continuous service	Long Service Leave
Less than 5 years	nil
5 years	4.33 weeks
10 years	an additional 4.33 weeks
15 years and each 5 years thereafter	an additional 10.825 weeks

- d. Employees are entitled to access their long service leave on a pro-rata basis as follows:
 - i. if an Employee has completed five, but less than 10, years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 4.33 weeks for each five years of service; and
 - ii. if an Employee has completed more than 10 years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 10.825 weeks for each five years of service.
- e. When an Employee takes a period of long service leave, the Employer will pay the Employee their ordinary rate of pay in respect of the period of leave.
- f. Employees are required to provide the Employer with four weeks' written notice of their intention to take their long service leave entitlement. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or may be postponed to an agreed date.
- g. After the Employee has more than 10 weeks long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and having regard to the needs of the workplace.
- h. The Employee may take a period of long service leave due to them either in a lump sum or in separate periods.
- i. Upon termination of employment for reasons other than serious or wilful misconduct, after the initial five years of continuous service, the Employee is entitled to payment of all untaken long service leave (calculated on a pro-rata basis in accordance with *Clause 18 (c)*) at the Employee's ordinary rate of pay.

j. Employees who have accrued long service leave prior to this Agreement will retain that accrued long service leave entitlement.

k. Employees of the Employer previously covered by alternative awards, notional agreement preserving a state award, legislation or any other industrial arrangement or instrument which had a different accrual of long service leave to this Agreement, will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this Agreement.

For example, an Employee with 15 years continuous service under an alternative award at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards Employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years' service as the continuity of service is not affected by the change of award/agreement coverage. Thus, after 20 years continuous service the Employee would be entitled to 5.5 months leave, made up of 3 months under the previous award and a further 2.5 months under this Agreement.

l. Casual Employees are entitled to long service leave in accordance with the *Long Service Leave Act 1955* (as amended and applies from time to time).

m. For the purposes of this clause:

i. Continuous service in the same facility prior to the coming into force of this Agreement shall be taken into account; and:

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

- The absence of an Employee from the workplace while a member of the Defence Forces of the Commonwealth in time of war;
- Any period of absence on leave without pay not exceeding two months;
- One month equals four and one-third weeks.

n. Where an Employee dies and any long service leave:

i. to which the Employee was entitled has not been taken; or,

ii. accrued upon termination of the services of the Employee by reason of the Employee's death and has not been taken,

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

19. COMMUNITY SERVICE LEAVE

Community service leave is provided for in the NES.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

110. "PURCHASED" EXTRA LEAVE (PEL)

a. The Employer may offer Permanent Employees the opportunity to "purchase" up to an additional two weeks of leave each year. Purchased leave enables an Employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- b. An Employee wishing to purchase leave must elect in writing, at the beginning of each financial year (i.e. at 1 July each year), if they wish to purchase extra leave and, if so, whether the leave purchased will be one or two weeks. Under such an agreement the Employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.
- c. Annual leave entitlements will always be exhausted before the Employee's purchased leave will be accessed.
- d. All purchased leave must be accessed over the 12 month period (i.e. by 30 June each year). If any leave purchased is not used at the end of a 12 month period, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee at the value purchased.
- e. Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchased leave.
- f. Any overpayment of purchased leave may be withheld as a salary adjustment under *Clause H5 Salary Adjustments* of this Agreement.

I11. LEAVE WITHOUT PAY

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input type="checkbox"/>	Casual

- a. Leave without pay is available only in exceptional circumstances when all accrued annual leave, ADO or long service leave has been exhausted. The requirements and circumstances for leave without pay must be discussed with, and approved in writing prior to leave being taken by the Employer, whose approval may be withheld at their absolute discretion.
- b. If a period of leave without pay exceeds fourteen days, the entire leave without pay will not count for service-based entitlements including long service, personal, or redundancy.

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- b. Where practicable, training must be provided to Employees during their normal rostered hours of work. Where it is not:
 - i. Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
 - ii. The Employer must provide, where possible, Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - iii. Where an Employee attends training they will be paid their ordinary rate of pay and the *Vehicle Allowance set out in Item 5 of Schedule 7 Allowances*, for the travel time that is in excess of the time normally taken for the Employee to attend work;
 - iv. Training must be arranged so that Full-Time Employees receive a minimum break as set out in *Clause F7 Breaks*. Where practicable, similar arrangements should also be made available to all other Employees.
 - v. Overtime will not apply where attendance at such training is outside the normal rostered working time of Employees other than Full-Time Employees and where it interrupts the applicable eight hour break between shifts.

J2. IN-SERVICE TRAINING FOR NURSES/CARE STAFF

- a. The Employer shall provide a minimum of 12 hours of in-service training per annum to Assistants in Nursing and Care Service Employees (care stream only).
- b. The Employer may make training available to nurses other than Assistants in Nursing and Care Service Employees (care stream only) to assist those Employees to maintain their professional registration or endorsement.
- c. Each Employee shall provide to the Employer details of their attendance at in-service training and the Employer shall keep a record of this attendance.
- d. Upon termination of the Employee's employment, the Employee may request from the Employer a written statement of the hours of in-service training attended by the Employee.
- e. Where practicable, training must be provided to Employees during their normal rostered hours of work. Where it is not, the provisions of subclause J1 (b) will apply.

J3. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. The Employer is committed to providing and supporting training and educational opportunities to ensure that Employees are able to meet the Employer's best practice objectives.
- b. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.

- c. Consistent with the above, Employees are entitled to up to five days paid study leave per year for courses related to work and approved by the Employer. Such leave is not applicable to Casual Employees and will not accrue year to year. For Part-Time Employees, this will be pro-rated on the actual hours averaged on 40 weeks.
- d. Approval by the manager for study leave must be granted prior to the Employee registering for formal courses of study, conferences or seminars.

K. TERMINATION OF EMPLOYMENT

K1. RESIGNATION

- a. Employees may resign from their employment by giving the following notice:

Employee	Notice
Casual Employee	To the end of the current shift
All Other Employees	Two weeks

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

- b. If an Employee fails to give the required notice, the Employer may withhold any monies due to the Employee on termination under this Agreement or the NES subject to the following:
- i. the sum of monies withheld by the Employer do not exceed the amount the Employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the Employee; and
 - ii. the Employer has obtained written authorisation from the Employee to withhold these monies.

K2. NOTICE OF TERMINATION

- a. Notice of termination is provided for in the NES.

- b. The Employer may terminate the employment of an Employee other than a casual by giving the following written notice, or payment in lieu, of such notice:

Employee's period of continuous service	Notice
Not more than 1 year	At least one week
More than 1 year but not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

If the Employee is over 45 year of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional week's notice.

- c. The Employer may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.
- d. Where an Employer has given notice of termination to an Employee, the Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. This time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

K3. SUMMARY TERMINATION (WITHOUT NOTICE)

The Employer may, without notice, summarily dismiss an Employee at any time for serious and/or wilful misconduct. Payment is up to the time of dismissal only.

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

K4. ABANDONMENT OF EMPLOYMENT

- a. Where an Employee is absent from work, the onus is on the Employee to notify the Employer as soon as possible on the day of absence.
- b. Where the Employee is absent from work for a continuous period of two working days without the consent of, and without notification to the Employer, the Employer may inform the Employee in writing that unless the Employee provides a satisfactory explanation for her or his absence within three days of the receipt of such a request, the Employee will be considered to have abandoned employment and their employment will be terminated with immediate effect.

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

K5. REDUNDANCY

- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment:

Applies to:

- ☒ Permanent
- ☒ Fixed Term
- ☒ Casuals

Minimum years of service	Severance pay All employees under 45 years of age	Severance Pay Over 45 years of age
Less than 1 year	Nil	Nil
1 year and less than 2 years	4 weeks pay	5 weeks pay
2 years and less than 3 years	7 weeks pay	8.75 weeks pay
3 years and less than 4 years	10 weeks pay	12.5 weeks pay
4 years and less than 5 years	12 weeks pay	15 weeks pay
5 years and less than 6 years	14 weeks pay	17.5 weeks pay
6 years and over	16 weeks pay	20 weeks pay

- c. The Employee is not entitled to *Clause K2 Notice of Termination* or severance pay where:
- i. the Employee's position is redundant and the Employee is offered employment in another position comparable in status and remuneration to their position; or
 - ii. part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Employee is offered employment with the purchaser, assignee or successor of the

business (or part) on terms that overall are no less favourable than provided for in this Agreement.

iii. Transfer to lower paid duties

Where an Employee is transferred to lower paid duties, the Employee shall be entitled to the same period of notice of transfer as the Employee would have been entitled to if the Employee's employment had been terminated, and the Employer may at their option make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary rate of pay for the number of weeks' notice still owing.

For this notice of transfer to be effective, there must be agreement between the Employer and the affected Employee. If there is no agreement, then this issue may be referred to Step 2 in *Clause A9 Dispute Resolution*.

- d. For the purposes of this clause "continuous service" means an Employee's service with the Employer during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an Employee but are not to be taken into account.
- e. For the purposes of this clause "Weeks pay" means the Employee's actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary rate of pay any over-agreement payments and the following, if applicable:

- Shift allowances;
- Weekend penalties;
- Broken shift allowance;
- Sleepover allowance; and
- Any other entitlements.

f. Employee leaving during notice period

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

g. Job search entitlement

An Employee given notice of termination by the Employer in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.

If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose, a statutory declaration is sufficient. This 'Job search entitlement' applies instead of that provided for in subclause K2 (d).

SCHEDULE 1 – NURSING CLASSIFICATION DEFINITIONS

Assistant in Nursing means a person, other than a registered nurse, trainee or enrolled nurse or any other classification who is primarily employed in nursing duties in a residential aged care facility. An Assistant in Nursing may be directed to carry out other tasks which are within an Employee's skill, competence or training around residents or within the facility.

Assistant in Nursing - Team Leader means an Employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer who is designated by the Employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing. No new Employees may access this classification.

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

Clinical Nurse Educator means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes for the Employer.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education and may also be responsible for the orientation of new employees.

A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Employer to provide educational programmes detailed above.

Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

Clinical Nurse Specialist

In facilities of 250 ADA and above, means a registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of the Employee's specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

In facilities of less than 250 ADA, means a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their post registration qualification.

Enrolled Nurse (EN) means a nurse enrolled with the AHPRA as is authorised to administer medications.

Enrolled Nurse (With Notation) means a person registered by the AHPRA as an Enrolled Nurse with the notation "*does not hold a Board Approved qualification in medicines administration.*" An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse, however, is not authorised to administer medication.

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

Nurse Educator means a registered nurse with a post registration certificate, who has relevant experience or other qualification deemed appropriate by the Employer and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes. Nursing education programmes shall mean courses conducted such as post

registration certificates, continuing nurse education, orientation programmes, including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

A person appointed to the position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.

A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the 3rd year rate of the salary scale.

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

Registered Nurse means a person registered by the AHPRA as such. Registered Nurses will have their classification determined in accordance with the table below:

Registered Nurse Experience	Agreement Classification Title
Registered Nurse 1 st Year	Registered Nurse Level 1
Registered Nurse 2 nd Year	Registered Nurse Level 1
Registered Nurse 3 rd Year	Registered Nurse Level 1
Registered Nurse 4 th Year	Registered Nurse Level 1
Registered Nurse 5 th Year	Registered Nurse Level 2
Registered Nurse 6 th Year	Registered Nurse Level 3
Registered Nurse 7 th Year	Registered Nurse Level 4
Registered Nurse 8 th Year & Thereafter	Registered Nurse Level 5

SCHEDULE 2 – AGED CARE CLASSIFICATION DEFINITIONS

CARE SERVICE EMPLOYEES

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.	General assistance to higher grade Employees in the full range of domestic duties.	General labouring assistance to higher grade Employees in the full range of gardening and maintenance duties.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.	Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycaemia. recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.	Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.	Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an Employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

Care Service Employee Grade 3 means an Employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer.

Where an Employee is designated 'Team Leader' as identified in *Clause G13 Team Leader Allowance*, the Employee will be entitled to this allowance on meeting the requirements as specified in subclause (a) of that clause.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop	Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances

resident care plans.	Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	calling for trades skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.
----------------------	---	--

Care Service Employee Grade 3 Team Leader

No new Employees may access this classification.

Means an employee who holds either a Certificate III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer who is designated by the Employer as having the responsibility for leading and/or supervising the work of other Care Service Employees.

Care Service Employee Grade 4 means:

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

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

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

Typical Duties – Grade 4 - Level 1

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.	Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.	Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, supervise contractors associated with gardening.

Level Two: An Employee who is required to deliver medication to residents in residential aged care facilities:

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

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

- i. a Certificate III in Aged Care Work (CHC30102); and
- ii. a Certificate IV in Aged Care Work (CHC40102); and

- iii. medication module – “Provide Physical Assistance with Medication” (CHCCS303A); or
- iv. Hold other appropriate qualifications acceptable to the Employer.

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

OTHER

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

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

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

CLERICAL & ADMINISTRATIVE EMPLOYEES

- (a) Grades: All Employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the Employee and subsequent graded positions.
- (b) An Employee shall be graded in the grade where the principal function of his or her employment, as determined by the Employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A **Clerical & Administrative Employee Grade 1** position is described as follows:
 - i. The Employee may work under direct supervision with regular checking of progress.
 - ii. An Employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - iii. Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

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

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

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

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

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

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

Grade 1 - Team: Complete allocated tasks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- i. The Employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- ii. An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- iii. An Employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

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

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

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

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

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

Grade 4 - Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting

arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SCHEDULE 3 – HOME CARE CLASSIFICATION DEFINITIONS

Home Care Employee Level 1

A position in this level has the following characteristics:

- i. A person appointed to this position will have less than 12 months' experience in the industry.
- ii. **Accountability and extent of authority:** An employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work.
- iii. **Judgment and decision-making:** Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.
- iv. **Specialist knowledge and skills:** Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, minor maintenance jobs, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.
- v. **Interpersonal skills:** Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- vi. **Qualifications and experience:** An employee in this level will have commenced on-the-job training which may include an induction course.

Home Care Employee Level 2

A position in this level has the following characteristics:

- i. **Accountability and extent of authority:** An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.
- ii. **Judgment and decision-making:** In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.
- iii. **Specialist knowledge and skills:** Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.
- iv. **Interpersonal skills:** Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other employees.
- v. **Qualifications and experience:** As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or

equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

Home Care Employee Level 3

A position in this level has the following characteristics:

- i. **Accountability and extent of authority:** Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.
- ii. **Judgment and decision-making:** These positions require personal judgment. The nature of work is usually specialized with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.
- iii. **Specialist knowledge and skills:** Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.
- iv. **Interpersonal skills:** Positions in this level require skills in oral and written communication with clients, other employees and members of the public.
- v. **Qualifications and experience:** Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Home Care Employee Level 4

A position in this level has the following characteristics:

- i. **Accountability and extent of authority:** Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.
- ii. **Judgment and decision-making:** The objectives of the work are well defined but the particular method, process or equipment to be used must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.
- iii. **Specialist knowledge and skills:** Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms or files or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in

domestic support areas; develop client care plans and oversee the provision of domestic services.

- iv. **Interpersonal skills:** Positions in this level require the ability to gain co-operation and assistance from members of the public and other employees in the performance of well defined activities. Employees in this level may also be expected to write reports in their field of expertise.
- v. **Qualifications and experience:** An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

Home Care Employee Level 5

A position in this level includes care coordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

- i. **Accountability and extent of authority:**
 - Positions in this level may co-ordinate resources and/or give support to more senior employees or be engaged in duties of a specialist nature.
 - In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
 - Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
 - Employees with co-ordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.
- ii. **Judgment and decision-making:** In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.
- iii. **Specialist knowledge and skills:** Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Co-ordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.
- iv. **Management skills:**
 - These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
 - The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.
- v. **Interpersonal skills:** Positions in this level require the ability to gain co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.
- vi. **Qualifications and experience:** The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or

associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

SCHEDULE 4 – HEALTH PROFESSIONAL CLASSIFICATION (OTHER THAN NURSING CLASSIFICATION)

DEFINITIONS

A list of common health professionals which are covered by the definitions is contained in Schedule 5 (List of Common Health Professionals).

Health Professional—level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Health Professional—level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Health Professional—level 3

A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.

An employee at this level:

- i. works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- ii. is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- iii. may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- iv. is performing across a number of recognised specialties within a discipline;
- v. may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- vi. may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- vii. is responsible for providing support for the efficient, cost effective and timely delivery of services.

Health Professional—level 4

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, specific to their discipline.

An employee at this level:

- i. has a proven record of achievement at a senior level;
- ii. has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- iii. may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- iv. supervises staff where required; and,
- v. is expected to develop/implement and deliver strategic business plans which increase the level of care.

SCHEDULE 5 – LIST OF COMMON HEALTH PROFESSIONALS (OTHER THAN NURSING CLASSIFICATION)

- Art Therapist
- Dental Therapist
- Dental Hygienist
- Dietician
- Diversional Therapist
- Exercise Physiologist
- Music Therapist
- Occupational Therapist
- Physiotherapist
- Reflexologist
- Social Worker
- Speech Pathologist

SCHEDULE 6 – PAY RATES

All rates are per hour unless indicated otherwise.

Classification	Ordinary Rate of Pay from the first full pay period on or after approval of the Agreement (\$)	Ordinary Rate of Pay from the first full pay period on or after 1 July 2015 (\$)
Assistant in Nursing Year 1	19.21	19.79
Assistant in Nursing Year 2	19.85	20.45
Assistant in Nursing Year 3	20.30	20.91
Assistant in Nursing Thereafter and/or Cert III	20.90	21.53
Assistant in Nursing Team Leader	21.78	22.43
Care Service Employee New Entrant	18.20	18.75
Care Service Employee Grade 1	19.05	19.62
Care Service Employee Grade 2	20.30	20.91
Care Service Employee Grade 3 and/or Cert III	20.90	21.53
Care Service Employee Grade 3 Team Leader	21.78	22.43
Care Service Employee Grade 4 Level 1	22.36	23.03
Care Service Employee Grade 4 Level 2	24.65	25.39
Enrolled Nurse (with Notation) Year 1	22.97	23.65
Enrolled Nurse (with Notation) Year 2	23.41	24.11
Enrolled Nurse (with Notation) Year 3	23.70	24.41
Enrolled Nurse (with Notation) Year 4	24.19	24.91
Enrolled Nurse (with Notation) Thereafter	24.67	25.41
Enrolled Nurse	25.64	26.41
Registered Nurse Level 1	29.66	30.55
Registered Nurse Level 2	31.06	31.99
Registered Nurse Level 3	32.46	33.43
Registered Nurse Level 4	34.05	35.07
Registered Nurse Level 5	36.07	37.15
Clinical Nurse Specialist	36.77	37.87
Clinical Nurse Educator	36.77	37.87
Nurse Educator Level 1	39.08	40.25
Nurse Educator Level 2	40.14	41.34
Nurse Educator Level 3	41.09	42.32
Clinical Nurse Consultant & Nurse Educator Level 4	43.15	44.45

Health Professional Employee – Level 1		
Diversional Therapists		
Pay Point 1 (UG 2 qualification)	20.80	21.42
Pay Point 2 (two year degree entry)	21.61	22.26
Pay Point 3 (three year degree entry)	22.56	23.24
Pay Point 4 (four year degree entry)	23.48	24.18
Pay Point 5 (fifth year degree entry)	25.43	26.19
Pay Point 6 (master's degree entry)	24.29	25.02
Pay Point 7 (PhD entry)	26.47	27.26
Pay Point 8 (sixth year of experience)	26.47	27.26
Health Professional Employee – Level 2		
Pay Point 1	27.55	28.38
Pay Point 2	28.55	29.41
Pay Point 3	29.64	30.53
Pay Point 4	30.82	31.75
Health Professional Employee – Level 3		
Pay Point 1	32.16	33.13
Pay Point 2	32.97	33.96
Pay Point 3	33.77	34.79
Pay Point 4	35.27	36.33
Pay Point 5	36.58	37.68
Health Professional Employee – Level 4		
Pay Point 1	38.94	40.10
Pay Point 2	41.55	42.80
Pay Point 3	45.20	46.55
Pay Point 4	49.89	51.38
Clerk and Administrative Employees		
Grade 1	20.42	21.03
Grade 2	21.56	22.21
Grade 3	22.75	23.43
Grade 4	23.66	24.37
Grade 5	25.88	26.66
Maintenance Supervisor (Otherwise)		
Maintenance Supervisor (Otherwise) - In charge of staff	22.15	22.82
Maintenance Supervisor (Tradesperson)	22.60	23.28
	23.59	24.30
Assistant Catering Officer 80-120 beds		
Assistant Catering Officer 120-300 beds	21.61	22.26
Assistant Catering Officer 300-500 beds	21.91	22.57
	23.26	23.96

Catering Officer 80-120 beds	22.67	23.35
Catering Officer 120-300 beds	23.26	23.96
Catering Officer 300-500 beds	24.11	24.84
Home Care Employee - Level 1		
Pay Point 1	19.24	19.82
Home Care Employee - Level 2		
Pay Point 1	20.08	20.68
Home Care Employee - Level 3		
Pay Point 1 (Cert III)	21.33	21.97
Home Care Employee - Level 4		
Pay Point 1	22.53	23.20
Pay Point 2	22.97	23.66
Home Care Employee - Level 5		
Pay Point 1	24.14	24.86
Pay Point 2 (degree of diploma)	25.10	25.85

Note: The above pay rates are permanent Employees rates of pay only and are not inclusive of any casual loading that applies to casual Employees.

SCHEDULE 7 - ALLOWANCES

Item No.	Clause	Description	Per	First full pay period on or after approval of the Agreement (\$)	First full pay period on or after 1 July 2015 (\$)
1	F 9 c	Broken Shift	Shift	9.00	9.27
2	G 5 a	Overtime Breakfast	Meal	13.03	13.42
3	G 5 a	Overtime Luncheon	Meal	16.85	17.35
4	G 5 a	Overtime Evening Meal	Meal	24.58	25.32
5	G 3 a	Vehicle Allowance	km	0.79	0.81
6	G 2 a	RN in charge of residential aged care facility less than 100 beds	Shift	22.38	23.06
7	G 2 a	RN in charge of residential aged care facility, 100 beds or more	Shift	36.08	37.16
8	G 2 a	RN in charge of a shift in a section of a residential aged care facility	Shift	22.38	23.06
9	G 4 c	Uniform	Week	6.17	6.36
10	G 4 c	Shoes	Week	1.78	1.84
11	G 4 c	Cardigan or Jacket	Week	1.72	1.77
12	G 4 c	Stockings	Week	2.97	3.06
13	G 4 c	Socks	Week	0.58	0.60
14	G 4 d	Laundry	Week	5.54	5.70
15	G 6 b	On call	Period	21.02	21.65
16	G 6 c	On call during meal break	Period	10.82	11.15
17	G 7 a	Continuing Education: RN Postgraduate Certificate (not a hospital certificate)	Week	18.80	19.36
18	G 7 a	Continuing Education: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	31.33	32.27
19	G 7 a	Continuing Education: RN Master's Degree or Doctorate	Week	37.58	38.70
20	G 7 a	Continuing Education: EN Certificate IV qualification (unless upgrades the qualification leading to enrollment)	Week	12.52	12.89
21	G 9 c	Sleepover (Home Care classifications)	Per night	42.54	43.82

22	G 10 a	Nauseous Work (Aged Care classifications only)	Week	0.42 per hour or part thereof 2.22 per week	0.43 per hour or part thereof 2.29 per week
23	G 11 a	Specialisation	Per hour of work	1.17	1.20
24	G 12` a	Team Leader Allowance	Per hour of work	1.17	1.20

SCHEDULE 8 – THE EMPLOYER

1. Sir Moses Montefiore Jewish Homes ABN 55 390 901 239
2. S.M.M.J.H. Camelot ABN 56 100 021 501
3. Montefiore Home Care Pty Limited ABN 49 138 701 961

EXECUTED by the parties

EXECUTED by THE EMPLOYER by being signed
by those persons who are authorised to sign
on its behalf:


.....

Witness

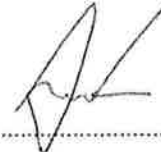
ANNA SANTIKOS

Name of Witness

36 DANCAR ST, RANDWICK NSW 2031

Address of Witness

DATED 16 / October / 2014

) 
)
)

ANDREW KEW

Name of Authorised Officer

DIRECTOR OF CORPORATE SERVICES

Position of Authorised Officer

120 HIGH ST HUNTERS HILL NSW 2110

Address of Authorised Officer

16th / October / 2014

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Levett

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

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

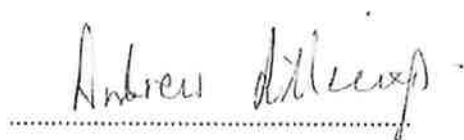
Margaret Potts

WITNESS

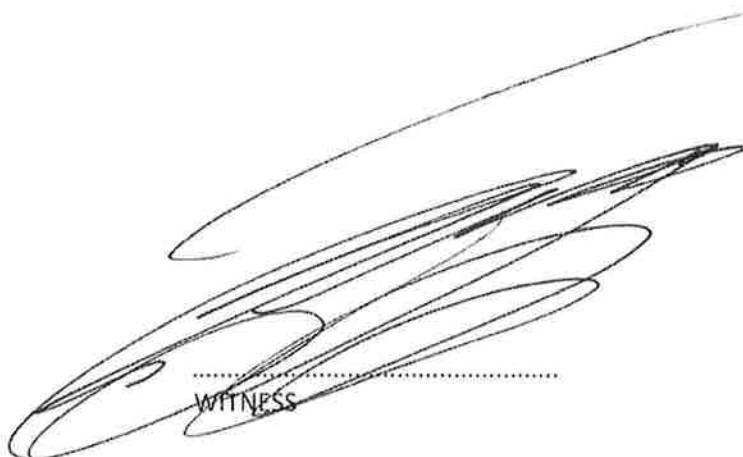
Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

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



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


WITNESS

A.J. Coquillon JP
(108215 NSW)
Level 2, 109 Pitt Street
SYDNEY NSW 2000

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

Schedule 2.3 Model consultation term

(regulation 2.09)

Model consultation term

- (1) This term applies if the employer:
 - (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- Major change*
- (2) For a major change referred to in paragraph (1)(a):
 - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
 - (b) subclauses (3) to (9) apply.
- (3) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (4) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (5) As soon as practicable after making its decision, the employer must:
 - (a) discuss with the relevant employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- (6) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (7) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- (8) If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph (2)(a) and subclauses (3) and (5) are taken not to apply.
- (9) In this term, a major change is *likely to have a significant effect on employees* if it results in:
 - (a) the termination of the employment of employees; or

- (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain employees; or
- (f) the need to relocate employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- (10) For a change referred to in paragraph (1)(b):
 - (a) the employer must notify the relevant employees of the proposed change; and
 - (b) subclauses (11) to (15) apply.
- (11) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (12) If:
 - (a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - (b) the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- (13) As soon as practicable after proposing to introduce the change, the employer must:
 - (a) discuss with the relevant employees the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (14) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- (15) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- (16) In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).