



## DECISION

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

**St Luke's Care T/A St Luke's Aged Care**  
(AG2021/68)

### **ST LUKE'S CARE TRADING AS ST LUKE'S AGED CARE (NURSES) AND NSWNMA/ANMF NSW BRANCH ENTERPRISE AGREEMENT 2020-2023**

Health and welfare services

COMMISSIONER JOHNS

SYDNEY, 5 FEBRUARY 2021

*Application for approval of the St Luke's Care trading as St Luke's Aged Care (Nurses) and NSWNMA/ANMF NSW Branch Enterprise Agreement 2020-2023.*

**[1]** An application has been made for approval of an enterprise agreement known as the *St Luke's Care trading as St Luke's Aged Care (Nurses) and NSWNMA/ANMF NSW Branch Enterprise Agreement 2020-2023* (**the Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**the Act**). It has been made by St Luke's Care T/A St Luke's Aged Care. The Agreement is a single enterprise agreement.

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

**[3]** The Australian Nursing and Midwifery Federation being a bargaining representative for the Agreement, has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the organisation.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 12 February 2021. The nominal expiry date of the Agreement is 30 June 2023.



COMMISSIONER

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**ST LUKE'S CARE TRADING AS  
ST LUKE'S AGED CARE (NURSES)**

**AND**

**NSWNMA/ANMF**

**ENTERPRISE AGREEMENT**

**2020 – 2023**

## PART A

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**(2) Title**

This Agreement will be known as and referred to as the St Luke's Care trading as St Luke's Aged Care (Nurses) and NSWNMA/ANMF NSW Branch Enterprise Agreement 2020-2023 ("the Agreement").

**(3) Parties**

This agreement will be binding on:

- (i) St Luke's Care A.B.N 16 000 009 012 ("the employer") of 18 Roslyn Street, POTTS POINT NSW 2011.
- (ii) The New South Wales Nurses and Midwives' Association (NSWNMA) (A.B.N 63 398 164 405) and, Australian Nursing and Midwives' Federation New South Wales Branch (ANMF NSW Branch) (ABN 85 726 054 782) ("the Association") of 50 O'Dea Avenue Waterloo, New South Wales, 2017; and
- (iii) Nursing employees employed in classifications listed in Table 1 – Salaries of Part B, Monetary Rates by St Luke's Care.

**(4) Duration**

This Agreement shall come into operation from the 7<sup>th</sup> day after the Agreement is approved by the Fair Work Commission (FWC) and shall have a nominal expiry date of 30 June 2023.

**(5) Definitions**

The following definitions apply in this agreement, except where otherwise clearly indicated.

- (i) "Assistant in Nursing" means a person, other than a registered nurse, trainee or enrolled nurse who is employed in nursing duties in a facility.
- (ii) "Assistant in Nursing – Team Leader" means an employee who holds a Certificate Level IV in Aged Care Work and who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.
- (iii) "Assistant Director of Nursing" means:
  - (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than one hundred and fifty (150).
  - (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.
- (iv) "Association" means the New South Wales Nurses and Midwives' Association.
- (v) "Board" means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority (AHPRA) as appropriate/applicable.

- (vi) "Clinical Nurse Consultant" means a registered nurse appointed as such to the position, who has had at least five (5) 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 .
- (vii) "Clinical Nurse Educator" means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the nursing home.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the nursing home. The Clinical Nurse Educator may also be responsible for new employee orientation at the nursing home.

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

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

- (viii) "Clinical Nurse Specialist":-

- (a) In facilities of 250 ADA and above, the definition of a Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means a registered nurse with specific post registration qualifications and twelve (12) months experience working in the clinical area of their specified post registration qualification; or a registered nurse with four (4) years post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

- (b) In facilities of less than 250 ADA the definition for Clinical Nurse Specialist is:

"Clinical Nurse Specialist" means a registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of their specified post registration qualification.

- (ix) "Day Worker" means a worker who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00 am and before 10.00 am, otherwise than as part of the shift system.
- (x) "Deputy Director of Nursing" means a person appointed to that position or deemed to hold that position pursuant to Clause 30, Deputy Director of Nursing and Assistant Director of Nursing, of this agreement.
- (xi) "Director of Nursing" means a registered nurse who is registered by their employer with the Health Administration Corporation as the person in charge of the facility. There shall be only one (1) person in each facility entitled to be classified as Director of Nursing or whatever title the senior nursing administrator is known by in the individual facility and shall include "Chief Nurse" as defined by the Nursing Homes Act, 1988.
- (xii) "Enrolled Nurse" means an enrolled by the Board as such.

- (xiii) "Experience" in relation to an enrolled nurse or assistant in nursing means experience both before and/or after the commencement of this agreement whether within New South Wales or elsewhere and in the case of an enrolled nurse or assistant in nursing who was formerly a student nurse includes experience as such student nurse.
- (xiv) "Facility" means a nursing home or hostel.
- (xv) "Hostel" means a Hostel as defined as at 1st September 1993 in the Aged and Disabled Persons Care Act 1954 (Commonwealth).
- (xvi) "Immediate Family" or "member of the employees household" means:
- (i) a spouse of the employee; or
  - (ii) a de facto spouse, who, in relation to a person, is a person of the opposite sex to the first mentioned person who lives with the first mentioned person as the husband or wife of that person on a bona fide domestic basis although not legally married to that person; or
  - (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
  - (iv) a same sex partner who lives with the employee as the de facto partner of that employee on a bona fide domestic basis; or
  - (v) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
    - (1) "relative" means a person related by blood, marriage or affinity;
    - (2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
    - (3) "household" means a family group living in the same domestic dwelling.
- (xvii) "Industry of Nursing" means the industry of persons engaged in New South Wales in the profession of nursing in nursing homes and hostels.
- (xiii) "Nurse" includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.
- (xix) "Nurse Educator" means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator.

A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a nursing home or group of nursing homes. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

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



A person appointed as the sole nurse educator for a group of nursing homes shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of twelve (12) months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in 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 twelve (12) months satisfactory full time service. For part time and casual employees a year of experience shall be one thousand seven hundred and eighty-six (1786) hours of employment.

- (xx) "Nursing Home" means a Nursing Home as defined as at 31 December 2004 by the *Nursing Homes Act 1988*.
- (xxi) "Registered Nurse" means a person registered by the Board as a registered nurse.
- (xxii) "Senior Nurse Educator" means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator.

A Senior Nurse Educator shall be responsible for one (1) or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a nursing home or in a group of nursing homes.

Incremental progression shall be on completion of twelve (12) months' satisfactory service. For part time and casual employees a year of experience shall be one thousand seven hundred and eighty-six (1786) hours of employment.

- (xxiii) "Service" for the purpose of Clause 10 Salaries, of this Agreement, means service before or after the commencement of this Agreement in New South Wales or elsewhere as a registered nurse, plus any actual periods on and from 1 January 1971, during which a registered nurse undertook a prescribed geriatric, infants', midwifery, mothercraft or psychiatric training course, or attended a post-graduate course recognised by the Board whether in New South Wales or elsewhere; provided that in the case of service elsewhere than in New South Wales where the period of the prescribed course of training is less than the period of the prescribed course of training in New South Wales, the nurses shall serve a period after graduation equal to the difference between the period of the prescribed course elsewhere than in New South Wales and the period of the prescribed course in New South Wales before becoming entitled to be paid as a registered nurse, general nurse, geriatric nurse, infants' nurse, midwifery nurse, mothercraft nurse or psychiatric nurse as the case may be.
- (xxiv) "Shift Worker" means a worker who is not a day worker as defined.
- (xxv) "Standard" means the National Employment Standards, and shall be referred to in this Agreement as the "Standard."

## **(6) Hours of Work**

- (i) The ordinary hours of work for day workers exclusive of meal times, shall be one hundred and fifty two (152) hours per twenty eight (28) calendar days, to be worked Monday to Friday, inclusive, and to commence on such days at or after 6.00 a.m. and before 10.00 a.m.
- (ii) The ordinary hours of work for shift workers exclusive of meal times, shall not exceed an average of thirty eight (38) hours per week in each roster cycle.
- (iii)
  - (a) The hours of work prescribed in sub-clauses (i) and (ii) of this clause shall, where possible, be arranged in such a manner that in each roster cycle of twenty eight (28) calendar days each employee shall not work their ordinary hours of work on more than nineteen (19) days in the cycle.
  - (b) Notwithstanding the provision of paragraph (a) of this subclause, employees may, with the agreement of the employer, work shifts of less than eight (8) hours each over twenty (20) days in each cycle of twenty eight (28) days.
  - (c) Provided that on the occasion of an employee's written request, and with the consent of the employer, a nine and one half (9.5)-day fortnight may be worked instead of the nineteen (19)-day month.

NOTE: This subclause is designed to ensure that rosters achieve increased leisure time for nurses, rather than reduced daily hours. This can be achieved by the working of shifts of longer than eight (8) hours per day, with the result that less than nineteen (19) days are worked in twenty eight (28), but without the accrual of an additional day off, as well as by the working of a nineteen (19)-day month with an accrued additional day off.

- (iv) Each shift shall consist of no more than ten (10) hours on a day shift or eleven (11) hours on a night shift with not less than eight (8) hours break between each shift; provided that an employee shall not work more than seven (7) consecutive shifts unless the employee so requests and the Director of Nursing agrees. Provided also that an employee shall not work more than two (2) quick shifts in any period of seven (7) days, i.e., an evening shift followed by a morning shift, where the break between ordinary shifts is less than ten (10) hours.
- (v) The employer is to decide when employees take their additional days off prescribed in subclause (iii) of this clause (as a consequence of the implementation of the thirty eight (38)-hour week). Where necessary, the employer must consult with the affected employees to ascertain the employees' preferences and must take any such preferences into account when arriving at a decision. Where practicable, additional days off duty shall be consecutive with the rostered days off duty prescribed in subclause (xiv) of this clause.
- (vi) Once set, the additional day off duty may not be changed, except in accordance with the provisions of Clause 9, Rosters.
- (vii) Where the employer's decision (in accordance with subclause (v) of this Clause) is that an employee's additional days off be accumulated, no more than six (6) days may be accumulated in any one (1) year of employment. By mutual agreement this may be extended to no more than twelve (12) days at any one time.
- (ix)
  - (a) Each employee shall be allowed a break of not less than thirty (30) minutes and not more than sixty (60) minutes for each meal occurring on duty.

- (b) Where practicable, employees shall not be required to work more than five (5) hours without a meal break.
- (x) Two (2) separate ten (10)-minute intervals (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of seven and six tenths (7.6) hours or more; where less than seven and six tenths (7.6) ordinary hours are worked, employees shall be allowed one (1) ten (10)-minute interval in each four (4)-hour period. Subject to agreement between the employer and the employee, such intervals may alternatively be taken as one twenty (20)-minute interval, or as one (1) ten (10)-minute interval with the employee allowed to proceed off duty ten (10) minutes before the completion of the normal shift finishing time. Such interval(s) shall count as working time.
- (xi) Subclauses (ix) and (x) of this Clause shall not apply to an employee who, before going on night duty, is provided with a meal between 9.00 p.m. and 11.00 p.m. and who is allowed two (2) intervals of twenty (20) minutes each during the period of night duty, but such intervals shall count as working time and shall be paid for as such.
- (xii) (a) Except as provided for in paragraph (b) of this subclause, an employee shall not be employed on night duty for a longer period than eight (8) consecutive weeks. After having served a period of night duty, an employee shall not be required to serve a further period on night duty until he or she has been off night duty for a period equivalent to the previous period on night duty.  
  
(b) The provisions of paragraph (a) shall not apply to an Assistant Director of Nursing, a Nursing Unit Manager or a registered nurse in charge, as the case may be, who is employed permanently in charge at night, nor to an employee who requests to be employed on night duty and the Director of Nursing consents.
- (xiii) An employee changing from night duty to day duty or from day duty to night duty shall be free from duty during the twenty (20) hours immediately preceding the commencement of the changed duty.
- (xiv) (a) Each employee shall be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight or eight (8) full days in each twenty eight (28)-day cycle and no duties shall be performed by the employee on any of such free days except for overtime. Where practicable, days off shall be consecutive and shall not be preceded by an evening shift or a night shift unless an additional eight (8) hours are granted as sleeping time. An evening shift shall be one which commences at or after 1.00 p.m. and before 4.00 p.m.  
  
(b) An employee, at their request, may be given free-from-duty time in one or more periods but no period shall be less than one (1) full day.  
  
(c) For the purpose of this subclause, "full day" means from midnight to midnight or midday to midday.
- (xv) (a) Employees may be required to remain "on call". Any such time on call shall not be counted as time worked (except insofar as an employee may take up actual duty in response to a call), but shall be paid for in accordance with Clause 12, Special Allowances. Provided, however, that no employee shall be required to remain on call whilst on leave or on the day before entering upon leave.

- (b) No employee shall be required to remain on call while on a rostered day or days off nor on completion of the shift on the day preceding a rostered day off. This provision shall not apply where in special circumstances it is necessary for the employer to place staff on call on rostered days off or on completion of the shift on the day preceding a rostered day off in order to ensure the provision of services.

(xvi) The provisions of paragraphs (a) and (b) of subclause (xii) and of subclause (xiii) and of paragraph (a) of subclause (xiv) of this Clause, shall not apply if the employee is required to perform duty to enable the nursing service of the employer to be carried on or where another employee is absent from duty on account of illness or in an emergency.

## **(7) Hours of Work and Free Time of Directors of Nursing**

- (i) The hours of work and free time for a Director of Nursing shall be the same as all other employees regulated by this Agreement.

## **(8) Average Occupied Beds**

The average shall be taken for the twelve (12) months ended 30 June in each and every year and such average shall relate to the salary of the Director of Nursing and Deputy Director of Nursing for the succeeding year. On request, the employer shall furnish to the Association a statement in writing showing the adjusted daily average of occupied beds for the twelve (12) months ending on the preceding 30 June.

## **(9) Rosters**

### 9.1

- (i) The ordinary hours of work for each employee, other than the Director of Nursing, shall be displayed on a roster in a place conveniently accessible to employees.
- (ii) The roster shall, where practicable, be displayed at least two (2) weeks, and in any event not less than one (1) week, prior to the commencing date of the first working period in the roster.
- (iii) Notwithstanding the foregoing provisions of this clause, a roster may be altered at any time to enable the nursing service of the facility to be carried on where another employee is absent from duty on account of illness or in an emergency; provided that where any such alteration involves an employee working on a day which would otherwise have been such employee's day off, the day off in lieu thereof shall be as mutually arranged.
- (iv) Prior to the date of the changed shift, such change of roster shall be notified verbally or in writing to the employee concerned.
- (v) Where an employee is entitled to an additional day off duty in accordance with Clause 6, Hours of Work, of this Agreement, such day is to be shown on the roster of hours for that employee.
- (vi) All rosters shall be retained for at least six (6) years.

### 9.2 Consultation about changes to rosters or hours of work

- (i) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (ii) The employer must:
  - (a) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);
  - (b) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
  - (c) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (iii) The requirement to consult under this Clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (iv) These provisions are to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

## **(10) Salaries**

- (i) The minimum salaries per week shall be as set out in Table 1 - Salaries, of Part B, Monetary Rates.
- (ii) Where the employer appoints an Assistant Director of Nursing, Deputy Director of Nursing or Director of Nursing to be responsible for a facility, then the following calculation will apply when calculating the adjusted daily average of hostel beds to be included for salary purposes:

Responsibility for Hostel	Nursing Home Bed Percentage
(1) No responsibility	0
(2) Partial responsibility: Where the assigned responsibility is limited to oversight of the operation of a hostel and liaison with a Hostel Supervisor (who has been appointed to supervise hostel staff in the performance of their duties and to carry out administrative and other tasks relevant to the operation of the hostel and the welfare and care of residents)	25
(3) Total responsibility: No Hostel Supervisor engaged in the hostel over which responsibility has been assigned	100

Provided that every fraction of a bed resulting from this calculation shall be deemed to equal one nursing home bed.

- (iii) The wage increase specified above are inclusive of any wage increases; determination or award of the Fair Work Commission or any other authorised tribunal or commission (apart from those made in accordance with subclause (i)) made during the period of this Agreement. Should the application of any increase awarded by the Fair Work Commission result in rates applicable to the employees that are greater than those applying in this Agreement, those rates will be applied in lieu of the increases contained in Schedule A of this Agreement from the date specified by the Fair Work Commission.

#### **(11) Recognition of Service and Experience**

- (i) 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.
- (ii) The employees' new classification will apply from the date the evidence is received by the employer.
- (iii) The employees' classification will be backdated for prior service if the evidence is received by the employer within three months of the employees initial engagement.
- (iv) The employee on commencement of their employment will be advised to provide the employer with documentary evidence of previous service and experience for classification purposes.
- (v) A registered nurse or enrolled nurse who has been registered or enrolled outside New South Wales will be paid as a Registered Nurse or Enrolled Nurse as from 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. An Employee seeking recognition of training outside New South Wales must make an application for registration within seven days after being notified that the Employee is eligible for registration.
- (vi) The employee shall notify the employer as soon as possible after they have applied
- (vii) For the purpose of yearly progression based on service and experience a full time employee must complete twelve (12) months service. For the purpose of determining the year of experience for part time or casual employment, a year of experience shall be one thousand seven hundred and eighty-six (1786) hours of employment.

#### **(12) Special Allowances**

- (i) (a) A registered nurse in charge during the day, evening or night of a facility having a daily average of occupied beds of less than one hundred and fifty (150) shall be paid, in addition to their appropriate salary, whilst so in charge, the relevant sum set out in Item 1 of Table 2, Other Rates and Allowances, of Part B Monetary Rates, per shift.
- (b) A registered nurse who is designated to be in charge of a shift in a ward shall be paid, in addition to their appropriate salary, the sum set out in Item 2 of the said Table 2, per shift.

- (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.
  - (d) An enrolled nurse shall not be required to be in charge of a facility, shift, ward or unit.
  - (e) An Assistant in Nursing who holds a Certificate Level IV in Aged Care Work and who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing shall be paid, in addition to their appropriate salary, the sum set out in Item 16 Table 2 for each shift.
- (ii) (a) An employee required by their employer to be on call otherwise than as provided for in paragraph (b) of this subclause shall be paid the sum set out in Item 3 of Table 2 for each period of twenty four (24) hours or part thereof, provided that only one (1) allowance shall be payable in any period of twenty four (24) hours.
  - (b) An employee required to be on call on rostered days off in accordance with paragraph (b) of subclause (xv) of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid the sum set out in Item 4 of Table 2 for each period of twenty four (24) hours or part thereof, provided that only one (1) allowance shall be payable in any period of twenty four (24) hours.
  - (c) An employee who is directed to remain on call during a meal break shall be paid the sum set out in Item 5 of Table 2, provided that no allowance shall be paid if, during a period of twenty four (24) hours, including such period of on call, the employee is entitled to receive the allowance prescribed in paragraph (a) of subclause (ii) of this Clause.
  - (d) This subclause shall not apply to a Director of Nursing, subsidiary nursing home Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.
  - (e) Where an eligible employee who has undertaken Preceptor training is designated to orientate a new St Luke's Care employees or students, the employee is entitled to receive an allowance as per Item 17 of Table 2 Allowances, in addition to their hourly rate for the time spent training. Further, the parties agree that this allowance will also be paid when first-time agency staff require additional training or induction.

#### **12A. Continuing Education Allowance**

- (i) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrollment, shall be paid an allowance subject to the conditions set out in this clause.
- (ii) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (iii) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty (50%) per cent of the employee's time is spent doing clinical work.
- (iv) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurses Consultants or Clinical Nurse Educators.

- (v) A registered nurse or enrolled nurse holding more than one (1) relevant qualification is only entitled to the payment of one (1) allowance, being the highest monetary value.
- (vi) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (vii) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 1 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (viii) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 2 of Table 3, Continuing Education Allowances of Part B, Monetary rates.
- (ix) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 3, Continuing Education Allowances of Part B, Monetary Rates.
- (x) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid a weekly allowance as set out in Item 4 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (xi) An Assistant in Nursing who has a Certificate IV in Aged Care work or equivalent that is directly relevant to the competency and skills used by the Assistant in Nursing in carrying out the duties of the position shall be paid the weekly allowance set out in Item 5 of Table 3, Continuing Education Allowances of Part B, Monetary Rates.
- (xii) The allowances set out in subclauses (vii), (viii), (ix), (x) and (xi) hereof are not included in the employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (xiii) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (xiv) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

**(13) Penalty Rates for Shift Work and Weekend Work**

- (i) Employees working afternoon or night shift shall be paid the following percentages in addition to the ordinary rate for such shift. Provided that employees who work less than thirty eight (38) hours per week shall only be entitled to the additional rates where their shifts commence prior to 6.00 a.m. or finish subsequent to 6.00 p.m.

Afternoon shift commencing at 10.00 a.m. and before 1.00 p.m	10 per cent.
Afternoon shift commencing at 1.00 p.m. and before 4.00 p.m	12.5 per cent.



Night shift commencing at 4.00 p.m. and before 4.00 a.m	15 per cent.
Night shift commencing at 4.00 a.m. and before 6.00 a.m	10 per cent.

- (ii) "Ordinary rate" and "ordinary time" shall not include any percentages addition by reason of the fact that an employee works less than thirty eight (38) hours per week, but shall include amounts payable under Clause 10, Salaries and subclauses (i) and (ii) of Clause 12, Special Allowances.
- (iii) For the purposes of this Clause, day, afternoon and night shifts shall be defined as follows:

"Day shift" means a shift which commences at or after 6.00 a.m. and before 10.00 a.m.
"Afternoon shift" means a shift which commences at or after 10.00 a.m. and before 4.00 p.m.
"Night shift" means a shift which commences at or after 4.00 p.m. and before 6.00 a.m. on the day following.

- (iv) Employees whose ordinary working hours include work on a Saturday or Sunday shall be paid:
- (a) for work between midnight Friday and midnight on Saturday - time and one half;
- (b) for work between midnight Saturday and midnight on Sunday – time and three quarters.
- (v) These penalties shall be in substitution for and not cumulative upon the shift allowances expressed in sub-clause (i).
- (vi) The foregoing paragraph shall apply to employees who work less than thirty eight (38) hours per week. Employees shall also be entitled to be paid in addition any allowance prescribed by Clause 20, Part-time, Casual and Temporary Employees, in respect of their employment between midnight on Friday and midnight on Sunday.
- (vii) The additional payments prescribed by this Clause shall not form part of the employee's ordinary pay for the purposes of this agreement, except as provided in Clause 21, Annual Leave and Public Holidays.

#### **(14) Vehicle / Travelling Allowance**

- (i) Subject to the employer being satisfied that the employee has incurred an expense:
- (a) An employee sent for duty to a place other than their regular place of duty during work hours shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is called upon and agrees to use their own private vehicle for official business shall be paid the per kilometre allowance set out in Item 6 of Table 2 excluding travel time to and from the employees home to the first place of work and return to home at the end of their duties.

- (c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employees home to the first place of work and return to home at the cessation of their duties.

**(15) Telephone Allowance**

- (i) If an employee is required, for the purpose of their employment, to be on call on a regular basis or where an employee is required by their employer to have a telephone installed for the purpose of their employment, the employer shall be responsible for the following payments:
  - (a) Where the employee already has a telephone installed:
    - (i) three-quarters ( $\frac{3}{4}$ ) of the cost of rental of the telephone;
    - (ii) the cost of all official trunk line calls.
  - (b) Where the employee does not have the telephone installed:
    - (i) the cost of installation of the telephone;
    - (ii) three-quarters ( $\frac{3}{4}$ ) of the cost of rental of the telephone;
    - (iii) the cost of all official trunk line calls.

**(16) Uniform and Laundry Allowance**

- (i) Subject to subclause (iii) of this Clause, sufficient suitable and serviceable uniforms, including one (1) pair of shoes per annum which shall be of a recognised acceptable standard for the performance of nursing duties, and one (1) cardigan or jacket, shall be supplied free of cost to each employee required to wear a uniform or part of a uniform. An employee to whom a new uniform or part of a uniform has been issued who, without good reason, fails to return the corresponding article last supplied shall not be entitled to have such article replaced without payment thereof at a reasonable price.
- (ii) An employee, on leaving the service of the employer, shall return any uniform or part thereof supplied by that employer which is still in use immediately prior to leaving.
- (iii)
  - (a) In lieu of supplying uniforms and shoes to an employee, the employer shall pay the said employee the sum per week set in Item 7 of Table 2 - Other Rates and Allowances of Part B, Monetary Rates for uniforms and the sum per week set out in Item 8 of the said Table 2 for shoes.
  - (b) In lieu of supplying a cardigan or jacket to an employee, the employer shall pay the said employee the sum per week set out in Item 9 of Table 2.
  - (c) In lieu of supplying stockings to an employee, the employer shall pay the said employee the sum per week set out in Item 10 of Table 2.
  - (d) In lieu of supplying socks to an employee, the employer shall pay the said employee the sum per week set out in Item 11 of Table 2.

- (iv) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per week set out in Item 12 of Table 2 shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one (1) week.
- (v) Where the employer requires any employee to wear headwear, the facility shall provide headwear free of charge to the employee.
- (vi) The allowances referred to in subclause (iii) are also payable during any period of paid leave.

### **(17) Higher Grade Duty**

- (i) Subject to subclauses (ii), (iii) and (iv) of this Clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which the employee so acts the minimum payment for such higher classification.
- (ii) The provisions of subclause (i) of this Clause shall not apply where the employee of the higher classification is off duty pursuant to Clause 6, Hours of Work, except insofar as a Director of Nursing accumulates days off for a continuous period of one (1) week or more; nor when an employee in a higher grade is absent from duty by reason of their additional day off duty as a consequence of working a thirty eight (38) hour week.
- (iii) Further, the provisions of subclause (i) of this Clause shall not apply where a Director of Nursing is absent from duty for a period of three (3) working days or less for any reason other than pursuant to the said Clause 6.
- (iv) Subject to subclauses (ii) and (iii) above, the provisions of subclause (i) shall not apply where a day worker is being relieved and is absent from duty for a period of three (3) consecutive working days or less.

### **(18) Overtime**

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

- (e) any other relevant matter.
- (iv) This subclause is subject to subclause (x) below.
- (a) Subject to paragraph (b) of this subclause, all time worked by employees other than Directors of Nursing in excess of the rostered daily ordinary hours of work shall be overtime and shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter in respect of each overtime shift worked or in respect of overtime worked prior to or at the conclusion of a normal shift. Provided that overtime worked on Sundays shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
  - (b) All time worked by employees pursuant to Part I of Clause 20, Part-time, Casual and Temporary Employees, in excess of the rostered daily ordinary hours of work prescribed for the majority of full-time employees employed on that shift in the ward or section concerned shall be paid for at the rate of time and one-half for the first two (2) hours and double time thereafter, except that on Sundays such overtime shall be paid for at the rate of double time and on public holidays at the rate of double time and one-half.
- Time worked up to the rostered daily ordinary hours of work prescribed for a majority of the full-time employees employed on that shift in the ward or section concerned shall not be regarded as overtime but an extension of the contract hours for that day and shall be paid at the ordinary rate of pay.
- (v) An employee required to work overtime following on the completion of their normal shift for more than two (2) hours shall be allowed twenty (20) minutes for the partaking of a meal and a further twenty (20) minutes after each subsequent four (4) hours overtime; all such time shall be counted as time worked, provided that the benefits of this subclause shall not apply to an employee employed pursuant to Part I of Clause 20, Part-time, Casual and Temporary Employees, until the expiration of the normal shift for a majority of the full-time employees employed on that shift in the ward or section concerned.
  - (vi) An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four (4) hours shall be allowed twenty (20) minutes for the partaking of a meal and a further twenty (20) minutes after each subsequent four (4) hours' overtime; all such time shall be counted as time worked.
  - (vii) The meals referred to in subclauses (v) and (vi) of this Clause shall be allowed to the employee free of charge. Where the facility is unable to provide such meals, the sum per meal set out Item 13 of Table 2 shall be paid to the employee concerned.
  - (viii) Where an employee is required to work an overtime shift on his or her rostered day off, the appropriate meal breaks for that shift, as prescribed by Clause 6, Hours of Work and Free Time of Employees other than Directors of Nursing, shall apply.
  - (ix) Employees who work so much overtime:
    - (a) between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight (8) consecutive hours off duty between these times; or
    - (b) on a Saturday, a Sunday or a public holiday, not being ordinary working days, or on a rostered day off without having had eight (8) consecutive hours off duty

in the twenty four (24) hours preceding the ordinary commencing time on the next ordinary day or shift,

shall, subject to this subclause, be released after completion of such overtime until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight (8) consecutive hours off duty, they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had eight (8) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (x) An employee recalled to work overtime after leaving the employer's premises shall be paid for a minimum of four (4) hours work at the appropriate rate for each time so recalled. If the work required is completed in less than four (4) hours, the employee shall be released from duty; provided that this subclause does not apply to a Director of Nursing.
- (xi) By agreement between the employee and employer, an employee may be compensated by way of time off in lieu of payment of overtime on the following basis:
  - (a) Time off in lieu of overtime may be accrued within the calendar year of it being accrued at overtime rates.
  - (b) Where it is not possible for a nurse to take the time off in lieu of overtime within the calendar year that it was accrued, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
  - (c) Nurses cannot be compelled to take time off in lieu of overtime.
  - (d) Time off in lieu of overtime should only be considered as an option in those circumstances where the employer is able to provide adequate replacement staff to ensure that the level of the quality of service that would otherwise have been provided had the overtime been worked, is in fact provided.
  - (e) Records of all time off in lieu of overtime owing to nurses and taken by nurses must be maintained by the employer.

#### **(19) Payment and Particulars of Salaries**

- (i) All salaries and other payments shall be paid weekly or fortnightly.
- (ii) Employees shall have their salary paid into one (1) account with a bank or other financial institution in New South Wales as nominated by the employee. Salaries shall be deposited by facilities in sufficient time to ensure that wages are available for withdrawal by employees by no later than pay day, provided that this requirement shall not apply where employees nominate accounts with non-bank financial institutions; but in such cases facilities shall take all reasonable steps to ensure that the wages of such employees are available for withdrawal by no later than pay day.
- (iii) Notwithstanding the provisions of subclause (ii) of this Clause, an employee who has given or has been given the required notice of termination of employment, in accordance with Clause 35, Termination of Employment, shall be paid all monies due to the employee prior to ceasing duty on the last day of employment.

Where an employee is summarily dismissed or their services are terminated without due notice, any monies due to the employee shall be paid as soon as possible after

such dismissal or termination, but in any case not more than three (3) days thereafter.

- (iv) On each pay day an employee, in respect of the payment then due, shall be furnished with a written statement containing the following particulars, namely: name, the amount of ordinary salary, the total number of hours or overtime worked, if any, the amount of any overtime payment, the amount of any other monies paid and the purpose for which they are paid, the amount of the deductions made from the total earnings and the nature thereof.
- (v) Consistent with the introduction of Kronos, the written statement will be reviewed to reflect current available leave.

## **(20) Part-time, Casual and Temporary Employees**

### **PART I - Permanent Part-time Employees -**

- (i) A permanent part-time employee is one who is permanently appointed by a facility to work a specified number of hours which are less than those prescribed for a full-time employee. Before commencing part-time employment, the minimum hours will be agreed in writing and the rostering arrangements will apply to those hours. The minimum hours may be varied by agreement and recorded in writing. By agreement between employer and employee, the specified number of hours may be balanced over a week and/or a fortnightly period, provided that the average weekly hours shall be deemed to be the specified number of hours for the purposes of accrual of annual leave, long service leave and sick leave. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week on, week off" basis in accordance with this subclause.
- (ii) Employees engaged under Part I of this Clause shall be paid an hourly rate calculated on the basis of one thirty-eighth (1/38) of the appropriate rate prescribed by Clause 10, Salaries, and where applicable, one thirty-eighth (1/38) of the appropriate allowance or allowances prescribed by Clause 12, Special Allowances, with a minimum payment of two (2) hours for each start, and one thirty-eighth (1/38) of the appropriate allowances prescribed by Clause 16, Uniform and Laundry Allowance, but shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 6, Hours of Work.
- (iii) Four (4) weeks annual leave on ordinary pay is to be granted per annum. The provisions of subclauses 21.1 and 21.6 to 21.13 of Clause 21, Annual Leave and Public Holidays, and Clause 22, Annual Leave Loading, shall apply to employees engaged under this Part of this Clause. The remaining provisions of the said Clause 21 shall not apply.

Where an employee has any period of permanent part-time employment during any twelve (12) month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to thirty eight (38).

- (iv) A public holiday occurring on an ordinary working day shall be allowed to employees without loss of pay; provided that an employee who is required to and does work on a public holiday shall have one (1) day or one half (½) day, as appropriate, added to their period of annual leave and be paid at the rate of one half (½) time extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph, an employee may elect

to be paid for the time actually worked at the rate of time and one-half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year. The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of time worked on a public holiday, payment shall be made for a minimum of four (4) hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

- (v) To the leave prescribed by subclause (iii) of this Part of this Clause there shall be added one (1) working day for each public holiday or one half ( $\frac{1}{2}$ ) working day for each half public holiday which occurs on what would have been an ordinary working day during a period of annual leave.
- (vi) For the purpose of this Part of this Clause, the following are public holidays in accordance with the *NSW Public Holidays Act 2010*, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- (vii) In addition to those public holidays prescribed in subclause (vi) of this Part I of this Clause, there shall be an extra public holiday each year. Such public holiday will occur on the August Bank Holiday or a date which is agreed upon by the Association and the employer.

The foregoing does not apply in areas where, in each year:

- (a) a day in addition to the ten (10) named public holidays specified in subclause (vi) of this Part of this Clause are proclaimed and observed as a public holiday; or
  - (b) two (2) half ( $\frac{1}{2}$ ) days in addition to the ten (10) named public holidays specified in the said subclause (vi) are proclaimed and observed as half ( $\frac{1}{2}$ ) public holidays.
- (viii) In areas where in each year one half ( $\frac{1}{2}$ ) day in addition to the ten (10) named public holidays specified in the said subclause (vi) is proclaimed and observed as a half ( $\frac{1}{2}$ ) public holiday, for the purposes of this agreement the whole day is to be regarded and observed as a public holiday, and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
  - (ix) The public holiday entitlement explained in Clause 20 (vi) to (viii) is inclusive of the NES provisions i.e. the extra public holiday referred to in these clauses is not in addition to the public holidays provided for by the NES.
  - (x) Employees engaged under this Part of this Clause shall be entitled to all other benefits of this Agreement not otherwise expressly provided for herein in the same proportion as their ordinary hours of work bear to full-time hours.
  - (xi) Where the employee is regularly working more than their specified number of contracted hours they may request their contracted hours are reviewed by the Manager. The Manager will not unreasonably reject the request. The Manager will take into account that the hours worked in the following circumstances will not be incorporated into to any adjustment made:

- (a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
- (b) if the increase in hours is due to a temporary increase in hours only due, for example, to specific needs of a resident or patient.
- (c) Any adjusted contracted hours resulting from a review by the employer should however, be such as to readily reflect roster cycles and shift configurations utilised in the workplace.

## PART II - Casual Employees -

- (i) A casual employee is one engaged on an hourly basis otherwise than as a permanent part-time or full-time employee.
- (ii) A casual employee shall be paid an hourly rate calculated on the basis of one thirty-eighth of the appropriate rate prescribed by Clause 6, Salaries, and, where applicable, one thirty-eighth of the appropriate allowance or allowances prescribed by Clause 10, Special Allowances, plus twenty five per cent (25%) thereof, with a minimum payment of two (2) hours for each start, and one thirty-eighth of the appropriate allowances prescribed by Clause 16, Uniform and Laundry Allowance.
- (iii) With respect to a casual employee, the provisions of Clause 7, Hours of Work and Free Time of Directors of Nursing; Clause 9, Rosters; Clause 21, Annual Leave; Clause 22, Annual Leave Loading; Clause 25, Personal Carers Leave; Clause 30, Deputy Director of Nursing and Assistant Director of Nursing, shall not apply. Further, casual employees shall not be entitled to an additional day off or part thereof as prescribed by subclauses (iii) and (v) of Clause 6, Hours of Work.
- (iv) In accordance with the Standard (refer Divisions 6 Annual Leave of Part 2-2 of the *Fair Work Act 2009*) casual employees have no entitlement to annual leave or paid personal carer's / compassionate leave.
- (v) For the entitlement to payment in respect of long service leave, see *Long Service Leave Act 1955*.
- (vi) A casual employee who is required to and does work on a public holiday as defined in subclauses 21.3 and 21.4 of Clause 21, Annual Leave and Public Holidays, shall be paid for the time actually worked at the rate of double time and one-half, such payment being in lieu of weekend or shift allowances which would otherwise be payable had the day not been a public holiday. Additionally, a casual employee shall be entitled to be paid, in addition, the allowance of twenty five per cent (25%) prescribed in subclause (ii) of this Part in respect of such work.
- (vii) A casual employee who has worked on a regular and systematic basis over a period of twenty six (26) weeks has the right to request conversion to permanent employment; or
  - (a) on a full time basis when the employee has worked on a full time basis throughout the period of casual employment and where that work expected to continue; or



- (b) on a part time basis where the employee has worked on a part time basis throughout the period of casual employment and where that work is expected to continue. Such a contract would be on the basis of the same number of hours previously worked unless other arrangements are agreed between the employer and the employee.
  - (c) The employer may consent to or refuse the request, but must not unreasonably withhold agreement.
- (viii) If a casual is engaged to work a paid shift longer than 10 hours, they shall be entitled to be paid overtime as per clause 18 (xi), plus casual loading.

#### PART III - Temporary Employees -

- (i) A temporary employee is one engaged for a set period not exceeding 13 weeks, provided that fixed term contracts of employment, whether for periods greater or lesser than 13 weeks, must not be offered in preference to ongoing contracts unless they are necessary to meet the genuine operational requirements of the employer, which may include but not be limited to parental leave, limited term funding arrangements, long term leave relief, forthcoming service reductions, and anticipated peak demand times
- (ii) A temporary employee shall be paid, in addition to all rates and allowances to which the said employee is entitled under this agreement, an allowance equal to twenty per cent of the rates prescribed for his or her classification by Clause 6, Salaries, provided that this subclause shall cease to apply upon:
  - (a) the said period of engagement being extended after the said period of 13 weeks;
  - (b) the employer and the employee agreeing during the said period of 13 weeks that the employee shall be employed on a permanent part-time or full-time basis.
- (iii) For entitlement to payment in respect of annual leave, see *Annual Holidays Act 1944*.

### **(21) Annual Leave and Public Holidays**

21.1 The National Employment Standard (NES) for annual leave is a minimum to which all employees covered by this Agreement are entitled. That minimum entitlement for each year of service is:

- Five (5) weeks for employees defined as shiftworkers; and
- Four (4) weeks for all other employees.

For the purpose of the additional weeks annual leave provided by the NES for shiftworkers, "a shiftworker" is defined as an employee who:

- Is regularly rostered to work over seven days a week; and
- Regularly works on weekends.

This definition is to be used only calculate the minimum entitlement available to employees. Where "shift worker" is used elsewhere in this Agreement it has the meaning in Clause 5.

The provisions of the following clauses provide for annual leave entitlements in terms that are different from those used in the NES. Employees covered by this Agreement are eligible for the relevant NES minimum or the entitlements described below, whichever is the higher.

21.2 Annual leave will accrue progressively during a year of service in accordance with the provisions of the NES.

- (i) Full Time employees required to work on a seven (7) day basis - six (6) weeks annual leave per annum.
- (ii) All other employees - four (4) weeks annual leave per annum.

21.3 (i) An employee to whom paragraph (i) of subclause 21.2 applies and who is required to and does work on a public holiday shall be paid, in addition to the appropriate ordinary weekly rate of pay, at the rate of one half time extra for the time actually worked on such holiday. Such payment shall be in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday.

(ii) To leave prescribed by paragraph (i) of subclause 21.2 there shall be added one (1) working day or one half ( $\frac{1}{2}$ ) working day for each special public holiday or half public holiday (not being one of the eleven (11) specifically named public holidays prescribed by subclause 21.4 of this Clause, or a special day proclaimed in lieu of any of them) which may occur during the qualifying period for annual leave or during the period of annual leave.

(iii) A public holiday occurring on a day that the employee would normally work shall be allowed to employees covered by paragraph (ii) of subclause 21.2 on full pay; provided that an employee who is required to and does work on a public holiday shall have one (1) day or one half ( $\frac{1}{2}$ ) day, as appropriate, added to their period of annual leave and be paid at the rate of one half time ( $\frac{1}{2}$ ) extra for the time actually worked. Such payment is in lieu of any additional rate for shift work or weekend work which would otherwise be payable had the day not been a public holiday. In lieu of adding to annual leave under this paragraph an employee may elect to be paid for the time actually worked at the rate of time and one half in addition to their ordinary weekly rate. Such election shall be made on the commencement of employment and then on the anniversary date each year.

The employee may not alter such election during the year except with the agreement of the employer. Where payment is made in lieu of leave in respect of the time worked on a public holiday payment shall be made for a minimum of four (4) hours work, and any balance of the day or shift not worked shall be paid at ordinary rates.

(iv) Where a public holiday falls on a rostered day off of a shift worker as defined in Clause 5, Definitions, of this Agreement, and who receives four (4) weeks annual leave in accordance with paragraph (ii) of subclause 21.2 of this Clause, such shift worker shall be paid one (1) day's pay in addition to the weekly rate or if the employee so elects shall have one (1) day added to the period of annual leave.

(v) To the leave prescribed by paragraph (ii) of subclause 21.2 there shall be added one (1) working day for each public holiday or one half ( $\frac{1}{2}$ ) working day for each half ( $\frac{1}{2}$ ) public holiday which occurs on what would have been

an ordinary working day during a period of annual leave; provided that in the case of a shift worker referred to in paragraph (iv) of this subclause the provision of this paragraph shall apply to any public holidays falling during the period of annual leave.

21.4 For the purpose of this subclause the following are public holidays in accordance with the *NSW Public Holidays Act 2010*, namely: New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, Queen's Birthday, Local Labour Day, Christmas Day, Boxing Day and any other day duly proclaimed and observed as a public holiday within the area in which the hospital is situated.

21.5 (i) In addition to those public holidays prescribed in subclause 21.4 of this Clause, employees are entitled to an extra public holiday each year. Such public holiday will occur

- (a) on the August Bank Holiday; or
- (b) on a date which is agreed upon by the respective employees and if nominated by the employee, the employee's nominated representative which may be a union representative;
- (c) as an additional public holiday between Christmas and the first week of the following calendar year; provided that such day is placed between Monday to Friday (inclusive) which is not gazetted as a public holiday.

The foregoing does not apply in areas where in each year:

- (a) a day in addition to the public holidays specified in subclause (i) is proclaimed and observed as a public holiday; or
  - (b) two (2) half ( $\frac{1}{2}$ ) days in addition to the public holidays specified in subclause (a) are proclaimed and observed as half public holidays.
- (ii) In areas where in each year only one half ( $\frac{1}{2}$ ) day in addition to the public holidays specified in subclause 21.4 is proclaimed and observed as a half ( $\frac{1}{2}$ ) public holiday for the purposes of this Agreement the whole day is to regarded and observed as a public holiday and no additional public holiday which would otherwise apply as a result of this subclause will be observed.
- (iii) The public holiday entitlement explained in subclauses 21.4 and 21.5 is inclusive of the NES provisions i.e. the extra public holiday referred to in these subclauses is not in addition to the public holidays provided for by the NES.

21.6 (i) **Taking of Annual Leave** – An employee is entitled to take an amount of annual leave during a particular period if:

- (a) at least that amount if annual leave is credited to the employee; and
- (b) the employer has authorised the employee to take the annual leave during that period.

- (ii) An employee will request annual leave, in writing, at least two (2) weeks prior to the date on which the leave would commence.
- (iii) Credit of time towards an allocated day off duty shall not accrue when an employee is absent in accordance with subclause 21.2 of this Clause. Employees entitled to allocated days off duty in accordance with Clause 6, Hours of Work, of this Agreement shall accrue credit towards an allocated day off duty in respect of each day those employees are absent on additional annual leave in accordance with subclauses 21.3 (ii) and subclause 21.3(iii) of the Agreement.

**21.7 Annual Leave Approvals**

- (i) The employer will use best endeavours to respond to all requests for annual and long service leave within five (5) business days of their receipt by the Deputy Director of Nursing and/or Director of Aged Care Services, except where requests relate to the Christmas/New Year period, where it may be necessary to delay approvals to ensure adequate time to consider requests from multiple employees.
- (ii) Within four (4) weeks of their receipt by the Deputy Director of Nursing and/or Director of Aged Care Services, the employer will make a determination in respect of all Christmas/New Year leave applications, or in the event a determination cannot be made within that timeframe, will notify the staff member applying for leave of any deferral of a decision. To ensure equity in allotting leave at Christmas/New Year, the employer will establish a cut-off date for applications and will advise all staff accordingly. The employer shall not unreasonably withhold or revoke such approval.

**21.8 Extensive accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:

- (i) the employee is directed to do so by the employer. The employer shall give the employee at least one (1) months' notice. Provided that, where an employee makes a written request to take annual leave which has not been approved by the employer, that employee shall not be directed to take annual leave for a period of twelve (12) months after that request;
- (ii) at the time that the direction is given, the employee has annual leave credited to them of more than one-thirteenth (1/13) or eight (8) weeks (pro-rata) of the number of ordinary hours worked by the employee for the employer during the period of one hundred and four (104) weeks (two (2) years) ending at the time that the direction is given; and
- (iii) the amount of annual leave that the employee is directed to take is less than, or equal to, one-quarter ( $\frac{1}{4}$ ) of the amount of credited annual leave of the employee at the time that the direction is given.

- 21.9 (i) Each employee before going on leave shall be paid for the period of the leave at the ordinary rate of salary to which they are entitled under this Agreement. Where an employee has any period of permanent part-time employment during any twelve (12) month qualifying period for annual leave, payment for such annual leave shall be calculated on the basis of the proportion that the average number of hours worked each week bears to thirty eight (38) hours.

- (ii) An employee to whom paragraph (i) of subclause 21.2 applies shall be paid during the first twenty eight (28) consecutive days whilst on annual leave their ordinary rate of salary plus shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; additional annual leave accrued under subclause 21.12 attracts shift allowances and weekend penalties relating to ordinary time the employee would have worked if they had not been on annual leave; provided that the provisions of the preceding paragraphs of this subclause shall not apply to public holidays which occur during a period of annual leave or days which have been added to annual leave in accordance with paragraph (ii) of subclause 21.3 and subclause 21.5 of this Clause.

**21.10 Cashing out of Annual Leave**

Annual leave credited to an employee may be cashed out, subject to the following conditions:

- (i) the employee must elect in writing to receive in lieu of an amount of annual leave on each occasion where the annual leave is to be cashed out;
- (ii) after the cashing out the employee's remaining accrued entitlement to paid annual leave must be no less than four (4) weeks;
- (iii) the employer has agreed to the employee cashing out the annual leave; and
- (iv) the employee must be paid at least the full amount that would have been payable to the employee had the leave been taken that was foregone.

21.11 Where the employment of an employee is terminated the employee shall be entitled to receive, payment for all accrued annual leave including for any days added to annual leave in accordance with subclause 21.3 of this Clause. In calculating such payment no deduction is to be made for accommodation or board.

21.12 (i) In addition to leave prescribed by subclause 21.2 employees who work their ordinary hours on Sundays and/or Public Holidays are entitled to receive additional annual leave as follows:

Number of ordinary shifts worked on Sundays and/or Public Holidays during a qualifying period of employment for annual leave purposes	Additional Annual Leave
	Full-time and part-time Employees
3 shifts or less	Nil
4 – 10 shifts	1 day
11 – 17 shifts	2 days
18 – 24 shifts	3 days

25 – 31 shifts	4 days
32 or more shifts	5 days

Provided that an employee may elect to be paid when proceeding on annual leave an amount equivalent to the value of their additional leave entitlement in lieu of taking the annual leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

- (ii) On termination of employment employees are to be paid for any untaken annual leave due under this subclause together with payment for any leave in respect of an uncompleted year of employment calculated in accordance with this subclause together with payment for any untaken annual leave due in accordance with subclause 21.11.

### 21.13 Annual Leave and Service

A period of paid annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

### (22) Annual Leave Loading

- (i) Before an employee is given and takes their annual holiday or where, by agreement between the employer and the employee, the annual holiday is given and taken in more than one (1) separate period, then before each of such separate periods the employer shall pay the employee a loading determined in accordance with this clause.
- (ii) The loading is payable in addition to the pay for the period of holiday given and taken and due to the employee under paragraph (ii) of subclause 21.2 and paragraph (iii) of subclause 21.3 of Clause 21, Annual Leave and Public Holidays, or in the case of permanent part-time employees, for the period of holiday given and taken and due to the employee in accordance with the provisions of the *Annual Holidays Act 1944*.
- (iii) The loading is the amount payable for the period or the separate periods, as the case may be, at the rate per week of seventeen and a half (17½) per cent of the appropriate ordinary weekly time rate of pay prescribed by this agreement for the classification in which the employee was employed immediately before commencing their annual holiday, together with any allowances prescribed by subclauses (i) and (ii) of Clause 12, Special Allowances.
- (iv) No loading is payable to an employee who takes an annual holiday wholly or partly in advance; provided that, if the employment of such an employee continues until the day when the employee would have become entitled under the said Clause 21 to an annual holiday, the loading then becomes payable in respect of the period of such holiday and is to be calculated in accordance with subclause (iii) of this Clause, applying the agreement rates and wages payable on that day.
- (v) (a) When the employment of an employee is terminated by the employer and at the time of the termination the employee has not been given and has not taken the whole of an annual holiday to which the employee became entitled, the employee shall be paid a loading calculated in accordance with subclause (iii) of this Clause for the period not taken.
- (vi) This Clause extends to an employee who is given and takes an annual holiday and who would have worked as a shift worker if they had not been on holidays; provided

that, if the amount to which the employee would have been entitled by way of shift work allowances and weekend penalty rates for the ordinary time (not including time on a public or special holiday) which the employee would have worked during the period of the holiday exceeds the loading calculated in accordance with this Clause, then that amount shall be paid to the employee in lieu of the loading.

- (vii) No loading is payable on the additional annual leave as set out in Clause 21.12.

**(23) Long Service Leave**

- (i) Employees will accrue long service leave as follows:

Completed Years of Continuous Service	Long Service Leave
Less than 5 years	NIL
10 Years	8.66 weeks
15 Years	An additional 4.33 weeks
Every 5 years after 15 years	An additional 6.495 weeks

- (ii) Such leave shall be taken at a time to be mutually arranged between the employer and the employee as soon as practicable after each period of leave falls due, having regard to the reasonable preferences of each party. Where required by the employer, the term “as soon as practicable” shall mean that leave is taken by the employee within twelve (12) months of the date that the leave falls due. The leave is to be taken in one (1) continuous period unless the employer and employee agree otherwise.
- (iii) Notwithstanding anything contained elsewhere in this Clause, an employer and an employee may mutually agree that the taking of the leave be deferred beyond the initial twelve (12) months referred to above. In such a case the employer and employee may agree that the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement to further postpone the leave, and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.

- (a) Where the service of an employee with at least five (5) years' service is terminated, the employee shall be entitled to long service leave as follows:

For the first five (5) years' service – one (1) month.

For the next ten (10) years' service – a proportionate amount calculated on the basis of one (1) month for each additional five (5) years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

For all subsequent service - a proportionate amount calculated on the basis of one and a half (1½) months for each additional five (5) years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

- (b) Subject to subclause (i), (ii) and (iii) of this clause, where an employee has acquired a right to long service leave, then:

- (1) If, before such leave has been entered upon, the employment of such employee has been terminated, such employee shall be entitled to receive the monetary value of the leave to which such employee has become entitled, computed at the rate of salary which such employee had been receiving immediately prior to the termination of employment.
- (2) If such employee dies before entering upon such long service leave, or if after having entered upon the same dies before its termination, any accrued long service leave will be paid out in accordance with Section 4 (Long Service Leave) subsection (5)(b) of the *Long Service Leave Act 1955* (NSW). This provision provides that:

Where a worker dies and any Long Service Leave to which the worker was entitled has not been taken, or accrued upon termination of the services of the worker by reason of the worker's death and has not been taken, the employer shall, upon request by the worker's personal representative, pay to the worker's Estate in full the ordinary pay that would have been payable to the worker in respect of long service leave less any amount already paid to the worker in respect of that leave.

- (c) For the purpose of this clause:
  - (1) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account.
  - (2) One (1) month equals four and one-third ( $4\frac{1}{3}$ ) weeks.
  - (3) Continuous service shall be deemed not to have been broken by:
    - (i) absence of an employee from the facility while a member of the Defence Forces of the Commonwealth in time of war;
    - (ii) any period of absence on leave without pay not exceeding six (6) months.
- (d) Where any employee has been granted a period of long service leave prior to the coming into force of this agreement, the amount of such leave shall be debited against the amount of leave due under this agreement.
- (e) Any period(s) of part-time employment with the same employer shall count towards long service leave as provided for in paragraphs (a) and (d) of this subclause. Such long service leave shall be paid for on the basis of the proportion that the average number of hours worked per week bears to thirty eight (38).
- (f) Where an employee has accrued a right to an allocated day off duty on pay prior to entering a period of long service leave, such day shall be taken on the next working day immediately following the period of long service leave.

An employee returning to duty from long service leave shall be given the next allocated day off duty in sequence, irrespective of whether sufficient credits have been accumulated or not.



## **(24) Compassionate Leave**

### **24.1 Entitlement to compassionate leave**

An employee is entitled to two (2) days of compassionate leave for each occasion (a permissible occasion) when a member of the employee's immediate family, or a member of the employee's household:

- (i) contracts or develops a personal illness that poses a serious threat to their life; or
- (ii) sustains a personal injury that poses a serious threat to their life; or
- (iii) dies.

Where the employee is involved in funeral arrangements, travelling etc., leave may be allowed for up to three (3) days for each permissible occasion.

### **24.2 For the purposes of this Clause, immediate family means:**

- (i) a spouse of the employee, including a former spouse of the employee; or
- (ii) de facto partner of the employee which:
  - (a) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
  - (b) includes a former de facto partner of the employee; or
- (iii) a child or an adult child (including an adopted child, a step child, a foster child or an ex-nuptial child), parent (including a foster parent and legal guardian), grandparent, grandchild or sibling of the employee or spouse or de facto spouse of the employee; or
- (iv) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:
  - (a) "relative" means a person related by blood, marriage or affinity;
  - (b) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and
  - (c) "household" means a family group living in the same domestic dwelling.

### **24.3 Taking compassionate leave**

- (i) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:
  - (a) to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, referred to in subclause 24.1; or
  - (b) after the death of the member of the employee's immediate family or household referred to in subclause 24.1.
- (ii) An employee may take compassionate leave for a particular permissible occasion as:

- (a) a single continuous period; or
  - (b) separate periods of one (1) day each; or
  - (c) any separate periods to which the employee and their employer agree.
- (iii) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

#### 24.4 Payment for compassionate leave (other than for casual employees)

- (i) If an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

#### 24.5 Other Circumstances

- (i) The above principles are not intended to codify completely purposes for which compassionate leave with pay may be allowed. The element of unforeseen emergency could be present in other situations, e.g. floods and bushfires, which clearly prevent attendance for duty.
- (ii) In view of the purpose for which compassionate leave is intended, it is not possible to prescribe a precise limitation of the amount of leave to be granted in a given period. It is suggested, however, that only under the most exceptional circumstances should leave exceeding a total of three (3) days be granted to an employee in any year other than in accordance with subclause 24.1.
- (iii) Where an employee is forced to absent themselves other than in accordance with subclause 24.1 or in circumstances that do not reasonably constitute an unforeseen emergency, the employee can cover such an absence by applying for leave with pay or, if the employee so desires, taking annual leave.

### (25) Personal/Carer's Leave

#### 25.1 The Standard

- (i) Employees are entitled to personal leave in accordance with the provisions of the National Employment Standard.
- (ii) Casual employees have no entitlement to paid personal/carers' leave, but do have an entitlement to unpaid carer's leave.

#### 25.2 Meaning of Personal/Carer's Leave

Personal/carers' leave is either:

- (i) paid leave (**sick leave**) taken by an employee because of a personal illness, or injury, of the employee; or
- (ii) paid or unpaid leave (**carer's leave**) taken by an employee to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
  - (a) a personal illness, or injury, of the member; or

(b) an unexpected emergency affecting the member.

(iii) immediate family is defined as:

(a) a spouse of the employee; or

(b) de facto partner of the employee which:

(1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

(2) includes a former de facto partner of the employee; or

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

(d) a relative of the employee who is a member of the same household, where for the purposes of this paragraph:

(1) "relative" means a person related by blood, marriage or affinity;

(2) "affinity" means a relationship that one spouse because of marriage has to blood relatives of the other; and

(3) "household" means a family group living in the same domestic dwelling.

### **25.3 Accrual of Paid Personal/Carer's Leave**

(i) For each year of service with their employer, an employee is entitled to ten (10) days of paid personal/carers' leave.

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

(iii) No payment will be made in lieu of accumulated personal/carers' leave.

(iv) Casual employees have no entitlement to paid personal/carers' leave.

### **25.4 Payment of Paid Personal/Carer's Leave**

If, in accordance with Clause 25, an employee takes a period of paid personal/carers' leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

### **25.5 Employee taken not to be on paid personal/carers' leave on public holiday**

If the period during which an employee takes paid personal/carers' leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carers' leave on that public holiday.

## 25.6 Unpaid Carer's Leave

- (i) An employee is entitled to a period of up to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support during such a period because of:
  - (a) a personal illness, or injury, of the member; or
  - (b) an unexpected emergency affecting the member.
- (ii) This entitlement extends to casual employees and the employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (iii) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

## 25.7 Taking of Personal/Carer's Leave and Compassionate Leave

- (i) An employee is entitled to use their personal/carer's and compassionate leave entitlement in accordance with the National Employment Standard.
- (ii) **Notice:** To be entitled to personal/carers leave or compassionate leave , an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

- (iii) **Documentary Evidence:** An employee who has given their employer notice of the taking of personal/carer's leave or compassionate leave with an absence of two (2) days or less would generally not require documentary evidence however, if longer the employee will, give the employer evidence that would satisfy a reasonable person that:
  - (a) if it is paid personal/carer's leave—the leave is taken for a reason specified in sub-clause 25.2; or
  - (b) if it is unpaid carer's leave—the leave is taken for a permissible occasion in circumstances specified in sub-clause 25.6; or
  - (c) if it is compassionate leave—the leave is taken for a permissible occasion in circumstances specified in Clause 24.

## 25.8 Time Off in Lieu of Payment for Overtime

- (i) For the purpose only of providing care and support for a person in accordance with subclause (25.2) of this Clause, and despite the provisions of Clause 18, Overtime, the following provisions shall apply.
- (ii) An employee may elect, with the consent of the employer, to take time off in lieu of payment for overtime at a time or times agreed with the employer within twelve (12) months of the said election.

- (iii) Overtime taken as time off during ordinary time hours shall be taken at the ordinary time rate, that is an hour for each hour worked.
- (iv) If, having elected to take time as leave in accordance with paragraph (i) of this subclause, the leave is not taken for whatever reason payment for time accrued at overtime rates shall be made at the expiry of the twelve (12)-month period or on termination.
- (v) Where no election is made in accordance with the said paragraph (i), the employee shall be paid overtime rates in accordance with the Agreement.

#### **25.9 Make-up time**

- (i) An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement at the ordinary rate of pay.
- (ii) An employee on shift work may elect, with the consent of the employer, to work "make-up time" (under which the employee takes time off ordinary hours and works those hours at a later time), at the shift work rate which would have been applicable to the hours taken off.

#### **25.10 Rostered Days Off**

- (i) An employee may elect, with the consent of the employer, to take a rostered day off at any time.
- (ii) An employee may elect, with the consent of the employer, to take rostered days off in part day amounts.
- (iii) An employee may elect, with the consent of the employer, to accrue some or all rostered days off for the purpose of creating a bank to be drawn upon at a time mutually agreed between the employer and employee, or subject to reasonable notice by the employee or the employer.

#### **25.11 Personal/Carer's Leave and Service**

- (i) A period of paid personal/carers leave does not break an employee's continuity of service and paid personal/carers leave counts as service for all purposes.
- (ii) A period of unpaid personal/carers leave does not break an employee's continuity of service, however a period of unpaid personal/carers leave does not count as service.

### **(26) Family Violence Leave**

- (i) General Principle
  - (a) The employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the employer is committed to providing help and support to staff experiencing family violence.
- (ii) Definition of Family Violence
  - (a) The employer accepts the definition of family violence as stipulated in the relevant state legislation. Family violence includes physical, sexual, financial, verbal or emotional abuse by an immediate family member (current or former).
- (iii) General Measures

- (a) Proof of current family violence may be required and can be in the form an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and child health care nurse, a Family Violence Support Service or Lawyer.
- (b) All personal information concerning family violence will be kept confidential the employer.
- (c) An employee experiencing family violence may raise the issue with their immediate supervisor or the Human Resources department. The supervisor may seek advice from Human Resources if the employee chooses not to contact Human Resources directly, provided that the employee has consented for that to occur.
- (d) Where requested by an employee, the Human Resources department will liaise with the employee's supervisor on the employee's behalf, and will make a recommendation on the most appropriate form of support to provide in accordance with sub clauses (iv) Leave and (v) Individual Support.

(iv) Leave

- (a) An employee experiencing family violence will have access to their accrued personal leave and three (3) days of paid leave per annum for medical appointments, legal proceedings court appearances, counselling, relocation or to make other safety arrangements upon approval of the Director, Hospital and Clinic.
- (b) An employee will also have access to their accrued personal leave and a further two (2) days unpaid leave. In the event the employee has exhausted their personal leave entitlement, further leave may be provided at the absolute discretion of the employer.

(v) Individual Support

- (a) In order to provide support to an employee experiencing family violence and to provide a safe work environment to all employees, the employer will, subject to operational requirements, consider any reasonable request from an employee experiencing family violence for:
  - (1) changes to their span of hours or pattern or hours and/or shift patterns;
  - (2) job redesign or changes to duties within their skills and capabilities;
  - (3) relocation to suitable employment within the workplace;
  - (4) a change to their telephone number or email address to avoid harassing contact.
- (b) Any changes agreed to will be reviewed on an ongoing basis to determine their continued relevance and necessity.
- (c) An employee experiencing ongoing family violence will be provided access to the Employee Assistance Program (EAP).

**(27) Special Paid Leave**

- (i) Should a full time or part time employee be deemed a close contact of a COVID-19 positive person whom they encountered at work and they have been instructed by NSW Health and the Employer to self-isolate, they will be entitled to apply for Special Paid Leave for the period of self-isolation at their ordinary rate.

- (ii) Where a casual employee has been deemed a close contact of a COVID-19 positive person whom they encountered at work and they have been instructed by NSW Health and the Employer to self-isolate, they will be able to access an ex-gratia payment for this period which will be reimbursed to the Employer once they have received the Pandemic Leave Disaster Payment through the Government.
- (iii) Should the employee then test positive for COVID-19 and it has been proved through genomic testing that the infection was acquired during the course of their duties, the employee would be entitled to submit a Workers Compensation claim.
- (iv) In the event a Workers Compensation claim is not submitted or the employee was not proved to have acquired the COVID-19 infection through the course of their duties then the Special Paid Leave shall revert to sick leave. Should the employee have an insufficient sick leave balance, they will move into an annual leave in advance status.

## **(28) Staff Amenities**

- (i) (a) The employer shall provide for the use of employees:
  - (1) toilet facilities; provided that this provision shall not apply to a facility the registered number of beds of which is less than nine;
  - (2) a full-length locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee.
- (b) The employer shall provide for employees morning and afternoon tea, supper and early morning tea (which shall include tea or coffee, together with milk and sugar).
- (c) Where an employee requests, the employer shall provide an employee with meals of a reasonable standard. The employer may make a charge, provided that the charge for breakfast shall be the sum set out in Item 14 of Table 2 - Other Rates and Allowances, of Part B, Monetary Rates, and the sum set out in Item 15 of the said Table 2 for other meals.

## **(29) Escort Duty**

- (i) Periods during which an employee, other than a Director of Nursing, is engaged in nursing duties, viz., in attendance of a resident, shall be paid as working time under this agreement. Where applicable, overtime shall be payable.
- (ii) All reasonable out-of-pocket expenses shall be reimbursed.
- (iii) Rostered time shall be paid as such, even though an employee may be travelling, in hotel/motel accommodation or waiting for transport.
- (iv) In respect of non-rostered time not spent in nursing duties -
  - (a) Periods in hotel/motel accommodation or waiting for transport shall not be counted as working time.
  - (b) Periods in travelling shall count as working time.

### **(30) Deputy Director of Nursing and Assistant Director of Nursing**

- (i) Subject to subclause (ii) of this Clause, the following appointments shall be made in nursing homes with daily averages of occupied beds as specified hereunder:

Less than 150 beds - a Deputy Director of Nursing.

150 beds and over - a Deputy Director of Nursing and Assistant Director of Nursing.

- (ii) There is no requirement to appoint a Deputy Director of Nursing in nursing homes of 40 beds and under in the following circumstances:

- (a) the registered nurses at the nursing home are all given the same duties and no registered nurse is delegated Deputy Director of Nursing duties; and

- (b) the Director of Nursing perceives no requirement for a Deputy Director of Nursing to be employed.

Provided that no Deputy Director of Nursing employed as at 16 December 1994 shall be dismissed or demoted from that position as a result of the implementation of this subclause.

- (iii) Where a decision is made, pursuant to subclause (ii) of this clause, not to appoint a Deputy Director of Nursing, the employer shall notify the Association in writing of that decision within fourteen (14) days and must certify that the requirements of paragraphs (a) and (b) of subclause (ii) have been met.

- (iv) In the event of a dispute arising as to the operation of this clause, the procedures set out in Clause 38, Resolution of Disputes, shall be followed.

- (v) Appointments under subclause (i) of this Clause shall be made within two (2) calendar months of the date this Agreement becomes operative and thereafter within two (2) calendar months of the occurrence of a vacancy. In default of appointment within the said period of two (2) calendar months, the registered nurse employed as such or in a higher classification who has customarily relieved in the vacant position, or if no one has so customarily relieved, the general nurse employed in the same or the next senior classification below the vacant position with the longest service in such classification at the nursing home shall be deemed to be appointed until such time as another appointment is made by the nursing home.

- (vi) This Clause shall not apply to a nursing home using members, novices or aspirants of religious orders where a member of an order carries out the duties under this Clause of an Assistant Director of Nursing or Deputy Director of Nursing.

- (vii) This Clause shall not apply to a nursing home which is owned by two (2) or more registered nurses who are actively engaged as Directors of Nursing in the running of the nursing home.

### **(31) Medical Examination of Nurses**

On commencement of employment the employee shall be notified of the availability of the following provisions, which the employer shall provide at the request of the employee:

- (i) For protection against tuberculosis:



- (a) Before a nurse commences duty, a PA chest x-ray examination of the nurse, unless a radiologist's report of a normal chest x-ray taken within the previous six (6) months is available.
  - (b) As soon as practicable after the nurse commences duty, a Mantoux test on the nurse, then -
    - (1) where the Mantoux test is negative, immunisation with BCG vaccine;
    - (2) where the Mantoux test is positive (otherwise than as a result of BCG vaccination), referral to a chest clinic for assessment.
  - (c) A Mantoux test annually to -
    - (1) previously Mantoux-negative nursing staff;
    - (2) nursing staff whose Mantoux reaction has been converted by BCG vaccination.
  - (d) A chest x-ray annually to nursing staff whose Mantoux reaction is positive (otherwise than as a result of BCG vaccination).
  - (e) Where a nurse has been caring for open tuberculosis cases, a PA chest x-ray examination of the nurse one year after completion of employment.
- (ii) For protection against other communicable diseases:
    - (a) where a nurse has not had a complete course of immunisation against diphtheria, tetanus, poliomyelitis, measles, mumps and hepatitis, immunisation against those diseases;
    - (b) booster immunisation against tetanus at ten (10) year intervals;
    - (c) a rubella antibody test and, where a nurse has a negative result, rubella immunisation.
  - (iii) For protection against radiation exposure, nurses required to work in close proximity to a source of ionising radiation should be provided with a film badge or personal radiation dosimeter, and a record should be maintained of the radiation exposure measured by such film badge or dosimeter.
  - (iv) The costs involved in the various screening and protection procedures should be borne by the employer.

### **(32) Domestic Work**

- (i) Nurses shall not be required to perform as a matter of routine duties: washing, sweeping, polishing and/or dusting of floors, walls, windows, corridors, annexes, bathrooms or verandahs, except in an emergency.
- (ii) Nothing in subclause (i) of this Clause shall preclude the employment of nurses in the washing of beds, bedspreads, mattresses, bedside tables or the like, following the discharge of a resident suffering a notifiable infectious disease.
- (iii) Nothing in subclause (i) of this Clause shall preclude any nurse from being required to perform all or any of the specified duties, at any time when domestic staff is not

available to perform them; provided that the employer has made all reasonable efforts to obtain domestic staff.

### **(33) Labour Flexibility**

- (i) Subject to subclause (i) of Clause 31, the employer may direct a nurse to carry out such duties as are within the limits of the nurse's skill, competence and training. Such duties may include work which is incidental or peripheral to the nurse's main tasks, provided that such duties are not designed to promote deskilling.

Any employer may direct a nurse to carry out duties and use such equipment as may be required, provided that the nurse has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by the employer shall be consistent with the employer's responsibility to provide a safe and healthy working environment for nurses and the employer's duty of care to residents.

- (ii) Assistants in Nursing may be employed under this Agreement to perform mixed functions, provided that:
  - (a) The primary duties performed by the Assistant in Nursing, being the delivery of direct care to residents, occupy no less than the majority of the hours for which they are employed in any twenty eight (28) day cycle.
  - (b) The Assistant in Nursing shall be paid at the appropriate rate for an Assistant in Nursing for all work performed for their employer in that classification.
  - (c) An Assistant in Nursing shall not be required to perform mixed functions where the employer does not provide adequate staff to ensure that the level of the quality of the service that would have otherwise been provided if the Assistant in Nursing did not perform mixed functions, is in fact provided.
  - (d) Subject to paragraph (a) of this subclause, an Assistant in Nursing may perform duties associated with a resident's well-being and comfort, including functions of a laundry, kitchen or other personal support nature.

### **(34) Training for Nurses**

- (i) Each employer shall provide a minimum of twelve (12) hours of in-service training per annum to Assistants in Nursing.
- (ii) Each employer may make training available to nurses other than Assistants in Nursing.
- (iii) Each employee shall provide to their employer details of their attendance at in-service training and the employer shall keep a record of this attendance.
- (iv) Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of in-service training attended by the employee.
- (v) Where practicable, such training shall be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:

- (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the employer.
- (b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- (c) Notwithstanding Clause 18, Overtime, attendance at such training shall be paid at overtime rates.
- (d) Notwithstanding subclause (iv) of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, attendance at such in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered working time.

**(35) Termination of Employment**

35.1 Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified. Sub-clause 35.2 shall not apply to employment of an employee on probation.

35.2 Notice of termination by the employer:

(i) (a)	<u>Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
	1 year or less	1 week
	More than 1 year but not more than 3 years	2 weeks
	More than 3 years but not more than 5 years	3 weeks
	More than 5 years	4 weeks

(b) A Director of Nursing shall be entitled to four (4) weeks' notice.

(ii) Employees (other than casuals) aged forty five (45) years or older will be entitled to an additional one (1) weeks' notice if the employee has completed at least two (2) years continuous service for the employer at the end of the day notice is given.

(iii) Casuals are to be given notice to the end of the current shift worked.

35.3 Notice by employee -

(i) Subject to sub-clauses 35.3 (ii), (iii) employees shall give the employer two (2) weeks' notice of termination in writing.

(ii) A Director of Nursing shall give four (4) weeks' notice of termination in writing.

(iii) Casuals shall only be required to give notice to the end of the current shift worked.

35.4 Upon the termination of the services of an employee, the employer shall furnish the employee with a written statement, surely signed by or on behalf of

the employer, setting out the period of the employment and the capacity in which the employee was employed.

35.5 Employees who have accrued additional days off duty pursuant to subclause 6.7 of Clause 6, Hours of Work and Free Time of Employees Other Than Directors of Nursing, shall be paid for such accrued time at ordinary rate of pay upon termination.

### **(36) Transfer of Business**

Where there is a Transfer of Business, the provisions in the legislation will apply.

### **(37) Attendance at Meetings and Fire Drills**

- (i) Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety practices (e.g., fire drill and evacuation procedures), contained from time to time within the *Nursing Homes Act 1988* and the regulations made thereunder, shall be entitled to be paid the "ordinary rate" for the actual time spent in attendance at such practices. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (ii) Any employee required to attend Work Health and Safety Committee and/or Board of Management meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive payment at the "ordinary rate" for the actual time spent in attendance at such meetings. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.
- (iii) For the purposes of this Clause, "ordinary rate" shall include amounts payable under Clause 10, Salaries, subclauses (i) and (ii) of Clause 12, Special Allowances, plus, where appropriate, the twenty five (25) per cent loading prescribed in Clause 20, Part-time, Casual and Temporary Employees, for employees engaged otherwise than as a full-time or permanent part-time employee.

### **(38) Resolution of Disputes**

- 38.1 In the event of a dispute about any matter except the actual termination of employment, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 38.2 The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this Clause.
- 38.3 The employer or employee may appoint another person or the Union to accompany and/or represent them for the purposes of this Clause.
- 38.4 If a dispute is unable to be resolved at the workplace, and all appropriate steps under subclause 38.1 have been taken, a party to the dispute may refer the dispute to FWC or other statutory tribunal.

- 38.5 Where the matter in dispute remains unresolved, the FWC or other statutory tribunal may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 38.6 The parties agree that the FWC or other statutory tribunal shall have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 38.7 The FWC or other statutory tribunal shall be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.
- 38.8 The parties agree that the FWC or other statutory tribunal may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 38.9 Subject to any review of the FWC or other statutory tribunal's decision or direction relating to the dispute, the decision or direction shall be accepted by all affected parties as a settlement of the dispute and shall be implemented by them.
- 38.10 The parties agree to confer immunity on the FWC or other statutory tribunal for all matters relating to the dispute resolution between the parties.
- 38.11 While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.

### **(39) Anti-Discrimination**

It is the intention of the parties bound by this Agreement to achieve the object in subdivision 351 of Division 4 of Part 2-4 Anti-discrimination of the *Fair Work Act 2009* to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, colour, sex, sexual preference, age, marital status, physical or mental disability, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin, homosexuality, transgender identity and age.

### **(40) Workplace Health and Safety**

***It is the intention of this agreement to promote safe staffing and provide a process to report, investigate and resolve complaints relating to bullying, discrimination and sexual harassment.***

### **(41) Parental Leave**

Parental Leave entitlements are governed by the National Employment Standards.

- 41.2 Eligible employees who are the primary carer of a newborn or adopted child get up to 18 weeks' leave paid at the national minimum wage under the Australian Government Paid Parental Leave Scheme.

41.3 An employee entitled to parental leave in accordance with the National Employment Standards is also eligible for employer paid parental leave in addition to the Australian Government Paid Parental Leave Scheme outlined in subclause 41.4(v)

41.4 The entitlements of employees to parental leave are governed by the National Employment Standards (the NES) as detailed in the *Fair Work Act 2009*. The following provisions shall also apply in addition to those set out in the NES:

#### **The Basic Entitlement**

- (a) After 12 months continuous service parents are entitled to a combined total of 52 weeks (paid and unpaid) parental leave on a shared basis in relation to the birth of a child of the employee, or the employee's spouse or de facto partner or same sex partner or the placement of a child with the employee for adoption.
- (b) Parents may simultaneously take up to eight weeks leave.
- (c) Return to work after parental leave:
  - (1) An employee returning to work after a period of parental leave is entitled to be employed in:
    - (i) the position held by the employee immediately before proceeding on that leave, or
    - (ii) if the employee worked part-time or on a less regular casual basis because of the pregnancy before proceeding on maternity leave—the position held immediately before commencing that part-time work or less regular casual work, or
    - (iii) if the employee was transferred to a safe job before proceeding on maternity leave—the position held immediately before the transfer.
  - (2) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.
  - (3) In this section, a reference to employment in a position includes, in the case of a casual employee, a reference to work for an employer on a regular and systematic basis.
- (d) Transfer to a safe job
  - (1) This section applies whenever the present work of a female employee is, because of her pregnancy or breastfeeding, a risk to the health or safety of the employee or of her unborn or new born child. The assessment of such a risk is to be made on the basis of a medical certificate supplied by the employee and of the obligations of the employer under the *Work Health and Safety Act 2011 (NSW)*.

- (2) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.
  - (3) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
    - (i) will not expose her to that risk, and
    - (ii) is as nearly as possible comparable in status and pay to that of her present work.
  - (4) If there is no appropriate safe job available, and the employee is entitled to unpaid parental leave then the employee is entitled to take paid 'no safe job leave' for the risk period, and be paid at their base rate of pay for ordinary hours of work for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.
- (ii) An employer must not fail to re-engage a regular casual employee because:
- (a) the employee or employee's spouse, defacto or same sex partner is pregnant; or
  - (b) the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

(iii) **Right to request**

- (a) An employee entitled to parental leave may request the employer to allow the employee:
  - (1) to extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
  - (2) to return from a period of parental leave on a part-time basis whilst the child is of school age or younger;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made pursuant to subclause (iii) Right to Request must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request pursuant to subclause (iii) Right to Request such a request must be made as soon as possible

but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

**(iv) Communication during parental leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (1) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (2) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a) of this subclause.

**(v) Paid Parental Leave**

- (a) An employee who commences parental leave (primary carer) will be entitled to either:
  - (1) fourteen (14) weeks paid parental leave which shall be inclusive of her parental leave entitlement to be paid at the commencement of the parental leave period; or
  - (2) At the request of the employee, twenty eight (28) weeks paid parental leave at half pay.

The period of paid parental leave will be based on average hours worked in the preceding 12 months prior to proceeding on parental leave.

- (b) An employee who is secondary carer (partner) leave will be paid two (2) weeks leave at the ordinary rate of pay.
- (c) the employer will pay the superannuation guarantee levy on the employer paid parental leave.

**(42) Remuneration Packaging & Superannuation**

- (i) By agreement with their employer, employees may elect to package a portion of their salary in accordance with this Clause, to obtain a range of benefits. Such election must be made prior to the commencement of the period of service to which the earnings relate.
- (ii) Where an employee elects to package a portion of salary:



- (a) Subject to Australian Taxation law, the packaged portion of salary will reduce the salary subject to appropriate PAYG taxation deductions by the amount of that packaged portion.
  - (b) Any allowance, penalty rate, overtime payment, payment for unused leave entitlements, weekly workers' compensation, or other payment other than any payment for leave taken in service, to which an employee is entitled under this Agreement or statute which is expressed to be determined by reference to an employee's salary, shall be calculated by reference to the salary packaging or salary sacrificing made under this Agreement.
  - (c) "Salary" for the purpose of this Clause, for superannuation purposes, and for the calculation of Agreement entitlements, shall mean the salary as set out in Clause 10 Salaries, and which shall include "approved employment benefits" which refer to fringe benefit savings, administration costs, and the value of packaged benefits
- (iii) The remuneration packaging scheme utilises the Public Benevolent Institution (PBI) taxation status, which provides for fringe benefit tax exemption caps. The maximum amount of fringe benefits free tax savings that can be achieved under the scheme is where the value of benefits grossed up, equal the fringe benefits exemption cap set by the Australian Taxation Office. Where the grossed up value exceeds the cap, the employer is liable to pay the fringe benefits tax on the amount in excess of the cap, but will pass this cost on to the employee. The employer's share of savings, the combined administration cost, and the value of the package benefits, are deducted from pre-tax dollars.
  - (iv) The parties agree that the application of the fringe benefit tax exemption cap and the PBI status of the facility are subject to prevailing Australian taxation laws. Should any changes alter St Luke's Care's position in this regard an immediate review of the remuneration packaging arrangement will be undertaken on a best endeavours basis.
  - (v) If an employee wishes to withdraw from the remuneration packaging scheme, the employee may do so by giving reasonable notice.
  - (vi) Where an employee ceases to salary/remuneration package, arrangements will be made to convert the agreed package amount to salary. Any costs associated with the conversion will be borne by the employee, and the employer shall not be liable to make up any salary lost as a consequence of the employee's decision to convert to salary.
  - (vii) Employees accepting the offer to salary/remuneration package do so voluntarily. Employees are advised to seek independent financial advice to apprise them of the implications of salary/remuneration packaging on their individual personal financial situation.

## PART 2 – Superannuation

- (i) St Luke's Care will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

- (ii) The employee shall notify the employer of their choice of approved fund (compliant with federal legislative requirements) within twenty eight (28) days of commencing employment. Should the employee fail to notify the employer of their chosen fund, Superannuation Guarantee contributions will be made to the employer's default fund which is currently HESTA.
- (iii) Superannuation fund payments will be made in accordance with trust fund deeds.

#### 42.1 Salary Sacrifice to Superannuation

- (i) An employee can elect to sacrifice a portion of salary to superannuation to St Luke's Care's default superannuation fund in accordance with St Luke's policies as amended from time to time. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (ii) St Luke's Care will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.
- (iii) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (iv) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

#### **(43) Introduction of Change and Consultation**

- (i) 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***

- (ii) For a major change referred to in paragraph (i)(a):
  - (a) the employer must notify the relevant employees of the decision to introduce the major change; and
  - (b) subclauses (iii) to (ix) apply.
- (iii) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- (iv) 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.

(v) As soon as practicable after making its decision, the employer must:

(a) discuss with the relevant employees:

- (1) the introduction of the change; and
- (2) the effect the change is likely to have on the employees; and
- (3) 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:

- (1) all relevant information about the change including the nature of the change proposed; and
- (2) information about the expected effects of the change on the employees; and
- (3) any other matters likely to affect the employees.

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

(vii) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.

(viii) 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 (ii)(a) and subclauses (iii) and (v) are taken not to apply.

(ix) 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***

(x) For a change referred to in paragraph (i)(b):

(a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses (xi) to (xv) apply.

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

(xii) 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.

(xiii) 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:

(1) all relevant information about the change, including the nature of the change; and

(2) information about what the employer reasonably believes will be the effects of the change on the employees; and

(3) 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).

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

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

(xvi) In this term:

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

**(44) Redundancy**

44.1 Redundancy

- (i) Discussions Before terminations
  - (a) Where the employer has made a decision that they no longer wish the job an employee has been doing to be done by anyone and pursuant to subparagraph (a) of paragraph (i) of Clause 43, and that decisions may lead to the termination of employment, the employer shall hold discussions with the employees directly affected and their workplace representatives.
  - (b) The discussions shall take place as soon as practicable after the employer has made a definite decision which will invoke the provisions of subparagraph (a) of paragraph (i) of this Clause and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any termination on the employees concerned.
  - (c) For the purpose of the discussion the employer shall, as soon as practicable, provide to the employees concerned and if requested by the employee, any nominated employee representative which may be a union representative, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of employees normally employed and the period over which the terminations are likely to be carried out. Provided that any employer shall not be required to disclose confidential information the disclosure of which would adversely affect the employer.

#### 44.2 Termination of Employment

##### (i) Notice for Changes in Production, Programme, Organisation or Structure –

- (a) This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from production, programme, organisation or structure in accordance with subparagraph (i) of paragraph (a) of Clause 43:

(1) In order to terminate the employment of an employee the employer shall give to the employee the following notice:

<u>Period of continuous service</u>	<u>Period of notice</u>
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) In addition to the notice above, employees over forty five (45) years of age at the time of the giving of the notice, with not less than two (2) years continuous service, shall be entitled to an additional weeks' notice.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.

##### (ii) Notice for Technological Change –

- (a) This sub-clause sets out the notice provisions to be applied to terminations by the employer for reasons arising from "technology" in accordance subparagraph (a) of paragraph (i) of Clause 43:

- (b) In order to terminate the employment of an employee the employer shall give to the employee three (3) months' notice of termination.
- (c) Payment in lieu of the notice above shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- (d) The period of notice required by this sub-clause to be given shall be deemed to be service with the employer for the purposes of the *Long Service Leave Act 1955*, or any Act amending or replacing the Act and Clause 21, Annual Leave and Public Holidays.

(iii) Time Off During the Notice Period -

- (a) During the period of notice of termination given by the employer, an employee shall be allowed up to one (1) days' time off without loss of pay during each week of notice, to a maximum of five (5) weeks, for the purpose of seeking other employment.
- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or the employee shall not receive payment for the time absent.

(iv) Employee Leaving During the Notice Period –

- (a) If the employment of an employee is terminated (other than for misconduct) before the notice period expires, the employee shall be entitled to the same benefits and payments under this Clause had the employee remained with the employer until the expiry of such notice. Provided that in such circumstance the employee shall not be entitled to payment in lieu of notice.

(v) Statement of Employment –

- (a) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee a written statement specifying the period of the employee's employment and the classification of or the type of work performed by the employee.

(vi) Notice to Centrelink –

- (a) Where a decision has been made to terminate the employment of employees, the employer shall notify Centrelink thereof as soon as possible giving relevant information including the number and categories of the employees likely to be affected and the period over which the terminations are intended to be carried out.

(vii) Centrelink Employment Separation Certificate –

- (a) The employer shall, upon receipt of a request from an employee whose employment has been terminated, provide to the employee an "Employment Separation Certificate" in the form required by Centrelink.

(viii) Transfer to Lower Paid Duties –

- (a) Where an employee is transferred to lower paid duties, for reasons set out in subclause 44.2 (i)(a)(1) Redundancy – Discussions before termination 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 the employer's option make payment in lieu thereof of an amount equal to the difference between the former ordinary-time rate of pay and the new ordinary-time rate for the number of weeks' notice still owing.

44.3 Severance Pay

- (i) Where the employment of an employee is to be terminated, the employer shall pay the following severance pay in respect of a continuous period of service.

- (a) If an employee is under forty five (45) years of age, the employer shall pay in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks
2 years and less than 3 years	7 weeks
3 years and less than 4 years	10 weeks
4 years and less than 5 years	12 weeks
5 years and less than 6 years	14 weeks
6 years and over	16 weeks

- (b) Where an employee is forty five (45) years of age or over, the entitlement shall be in accordance with the following scale:

<u>Years of Service</u>	<u>Entitlement</u>
Less than 1 year	Nil
1 year and less than 2 years	5 weeks
2 years and less than 3 years	8.75 weeks
3 years and less than 4 years	12.5 weeks
4 years and less than 5 years	15 weeks
5 years and less than 6 years	17.5 weeks
6 years and over	20 weeks

- (c) "Week's pay" means the all-purpose rate of pay for the employee concerned at the date of termination. For the purposes of this Clause, in addition to the ordinary rate of pay and over-agreement payments, all allowances, penalties or shift payment to which the nurse would be entitled shall form part of an employee's "week's pay". For the purpose of this subparagraph the following allowances in Clause 12 Special Allowances shall form part of the employee's "week's pay"; paragraph (a) and (b) of subclause (i); paragraphs (a) and (c) of subclause (ii).

- (d) A "week's pay" for a particular employee shall be determined according to the average week's pay received by the employee in the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under subparagraphs (a) and (b) of paragraph (i) of this subclause.

(e) The employer shall also pay the following amounts to any employee terminated pursuant to this clause:

- (1) Pro rata long service leave; and
- (2) Accrued annual leave.

(ii) Incapacity to Pay

Subject to an application by the employer and further order of the Fair Work Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in subparagraphs (a) and (b) of paragraph (i) of this subclause.

The Fair Work Commission shall have regard to such financial and other resources of the employer concerned as the Fair Work Commission thinks relevant, and the probable effect paying the amount of severance pay in the said subclause (i) will have on the employer.

(iii) Alternative Employment

Subject to an application by the employer and further order of the Fair Work Commission, the employer may pay a lesser amount (or no amount) of severance pay than that contained in paragraph (i) of this subclause if the employer obtains acceptable alternative employment for an employee.

#### 44.4 Grievance Procedure

Refer to Clause 38, Resolution of Disputes contained in this Agreement.

#### **(45) No Extra Claims**

The parties agree not to pursue any extra claims except where provided for under this Agreement. Further, this provision will not apply to any improvements in conditions that may arise from any consolidation of St Luke's policies.

#### **(46) National Employment Standard (NES)**

46.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the ease of the parties.

46.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable to the employee in a particular respect than that set out in this Agreement, the better entitlement will apply.

46.3 The minimum guarantees provided by the NES will override less favourable provisions in this Agreement.

46.4 Where this Agreement provides a condition or entitlement more favourable to the employee than that provided by the NES the better entitlement will apply.



## **(47) Workload Management**

- 47.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of patient care.
- 47.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by the employer the following procedures must be applied:
- (i) In the first instance, employee/s must discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (ii) If a solution cannot be identified and implemented, the matter must be referred to an appropriate senior manager for further discussion.
  - (iii) If a solution still cannot be identified and implemented, the matter must be referred to the Director of Nursing for further discussion.
  - (iv) The outcome of the discussions at each level and any proposed solutions must be recorded in writing and fed back to the effected employees.
- 47.3 Where agreement cannot be reached, the parties may exercise their rights pursuant to Clause 38 Resolution of Disputes.
- 47.4 The employer agrees that any matter of excessive workload that is referred to the attention of the appropriate senior manager will be dealt with expeditiously. The employer will use its best endeavours to ensure that any such referral receives a response within two (2) business days. Where a response requires additional time, the employer will initially acknowledge receipt of the issue raised within two (2) business days and respond within three (3) business days.
- 47.5 Replacement of absences:
- (i) The employer will ensure that the backfilling of any position will be undertaken by appropriately qualified and/or experienced staff, taking account of operational and legislative requirements and to ensure continuity of care for residents.

## **(48) Agreement Flexibility**

- (i) 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:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and

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

#### **(49) Representative Leave**

- (i) Leave required by the Union Delegate to attend trade union and union delegate courses/ seminars shall be as follows:
  - (a) To a maximum of three (3) days per year (from 1 January to 31 December each year) for the totality of all applications of trade union,

union delegate training leave and attending NSWNMA conferences, provided that:

- (1) two (2) weeks' notice is provided in writing by the employee outlining the purpose and the duration of the leave requested;
  - (2) the taking of leave is arranged having regard to the operational requirements of the employer;
  - (3) this leave shall be unpaid leave.
- (ii) Leave of absence granted pursuant to this Clause shall count as service for all purposes of this Agreement.

#### **(50) Recognised Workplace Representatives**

- (i) Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace representative including, consulting with workplace colleagues and their union.

#### **(51) Continuing Professional Development**

- (i) St Luke's Care recognises that training/education is essential for the maintenance and development of nursing practice. St Luke's Care will continue to provide and support training/education opportunities where possible.
- (ii) The responsibility for staff development is shared between employees and the employer. Employees are expected to participate in professional skill development to ensure that they perform at a standard consistent with nursing competencies relevant to their classification and registration.
- (iii) On the basis of assessed needs, a range of programs/topics relevant to nursing care delivery will be provided by the employer and nurses are encouraged to attend.
- (iv) The provision of mandatory training is the responsibility of the employer. Attendance at mandatory training sessions provided by the employer is the responsibility of the employee.
- (v) Training and or resources will be provided by St Luke's Care to assist nurses in meeting their CPD requirements.
- (vi) The employer will allocate sufficient hours within staff rosters to allow all staff to complete mandatory training (which may include e-learning) and undertake such training as is reasonably deemed necessary to maintain an appropriate level of competency for their designated role.
- (vii) Additionally, the employer will provide a comprehensive education programme sufficient to allow all nursing staff members to complete their ongoing CPD requirements within paid time.

## **(52) Disciplinary Matters**

- (i) In all dealings with employees the employer commits to the principles of procedural fairness.

Any employee required to attend a meeting that might result in a disciplinary outcome, will be entitled to have a support person (which may include a work colleague, a family member, a friend, a union representative) attend and will be entitled to ordinary pay for the duration of the meeting.

PART B - Monetary Rates

Table 1 – Salaries

Classification		Beginning of FPP to commence on or after 1.07.2019	Beginning of FPP to commence on or after 1.07.2020	Beginning of FPP to commence on or after 1.07.2021	Beginning of FPP to commence on or after 1.07.2022
		Per Hour (\$)	Per Hour (\$)	Per Hour (\$)	Per Hour (\$)
		2.20%	2.00%	2.75%	2.75%
<b>Assistant in Nursing</b>					
	1st year	\$ 21.84	\$ 22.27	\$ 22.89	\$ 23.52
	2nd year	\$ 22.48	\$ 22.93	\$ 23.56	\$ 24.21
	3rd year	\$ 23.11	\$ 23.57	\$ 24.22	\$ 24.88
	Thereafter	\$ 23.77	\$ 24.25	\$ 24.91	\$ 25.60
<b>Enrolled Nurse</b>					
	1st year	\$ 26.16	\$ 26.69	\$ 27.42	\$ 28.18
	2nd year	\$ 26.66	\$ 27.19	\$ 27.94	\$ 28.71
	3rd year	\$ 27.01	\$ 27.55	\$ 28.31	\$ 29.09
	4th year	\$ 27.55	\$ 28.10	\$ 28.87	\$ 29.66
	Thereafter	\$ 28.11	\$ 28.67	\$ 29.46	\$ 30.27
<b>Registered Nurse</b>					
<b>General,M.R.</b>	1st year	\$ 29.19	\$ 29.78	\$ 30.60	\$ 31.44
<b>Psych.,Infants,</b>	2nd year	\$ 30.69	\$ 31.30	\$ 32.16	\$ 33.05
<b>Geriatric,</b>	3rd year	\$ 32.20	\$ 32.84	\$ 33.75	\$ 34.68
<b>Midwifery</b>	4th year	\$ 33.79	\$ 34.47	\$ 35.41	\$ 36.39
	5th year	\$ 35.38	\$ 36.09	\$ 37.08	\$ 38.10
	6th year	\$ 36.97	\$ 37.71	\$ 38.75	\$ 39.82
	7th year	\$ 38.77	\$ 39.55	\$ 40.63	\$ 41.75
	8th year	\$ 40.29	\$ 41.10	\$ 42.23	\$ 43.39
<b>Nursing Unit Manager (personal to current occupants as at 01.03.99)</b>					
<b>Level I</b>	1st year	\$ 44.51	\$ 45.40	\$ 46.65	\$ 47.93
	2nd year	\$ 45.73	\$ 46.64	\$ 47.93	\$ 49.25
<b>Level II</b>		\$ 46.81	\$ 47.75	\$ 49.06	\$ 50.41
<b>Level III</b>		\$ 48.00	\$ 48.96	\$ 50.31	\$ 51.69
<b>Nurse undergoing pre-registration assessment</b>		\$ 25.78	\$ 26.30	\$ 27.02	\$ 27.76
<b>Clinical Nurse Specialist</b>		\$ 41.88	\$ 42.72	\$ 43.89	\$ 45.10
<b>Clinical Nurse Consultant</b>		\$ 49.14	\$ 50.12	\$ 51.50	\$ 52.92
<b>Clinical Nurse Educator</b>		\$ 41.88	\$ 42.72	\$ 43.89	\$ 45.10

<b>Nurse Educator</b>					
	1st year	\$ 44.51	\$ 45.40	\$ 46.65	\$ 47.93
	2nd year	\$ 45.73	\$ 46.64	\$ 47.92	\$ 49.24
	3rd year	\$ 46.81	\$ 47.75	\$ 49.06	\$ 50.41
	4th year	\$ 49.14	\$ 50.12	\$ 51.50	\$ 52.92
<b>Senior Nurse Educator</b>					
	1st year	\$ 50.30	\$ 51.31	\$ 52.72	\$ 54.17
	2nd year	\$ 51.29	\$ 52.32	\$ 53.76	\$ 55.24
	3rd year	\$ 52.96	\$ 54.02	\$ 55.50	\$ 57.03
<b>Assistant Director of Nursing</b>					
	<150 beds	\$ 45.73	\$ 46.64	\$ 47.93	\$ 49.25
	150-250 beds	\$ 49.14	\$ 50.12	\$ 51.50	\$ 52.92
	250 beds	\$ 50.29	\$ 51.30	\$ 52.71	\$ 54.16
<b>Deputy Director of Nursing</b>					
<b>Less than 20 beds</b>		\$ 46.60	\$ 47.53	\$ 48.84	\$ 50.18
<b>20&lt;75 beds</b>		\$ 47.76	\$ 48.72	\$ 50.05	\$ 51.43
<b>75&lt;100 beds</b>		\$ 48.83	\$ 49.81	\$ 51.18	\$ 52.58
<b>100&lt;150 beds</b>		\$ 49.84	\$ 50.84	\$ 52.23	\$ 53.67
<b>150&lt;200 beds</b>		\$ 51.29	\$ 52.32	\$ 53.75	\$ 55.23
<b>200&lt;250 beds</b>		\$ 52.96	\$ 54.02	\$ 55.50	\$ 57.03
<b>250&lt;350 beds</b>		\$ 54.86	\$ 55.96	\$ 57.50	\$ 59.08
<b>350&lt;450 beds</b>		\$ 56.77	\$ 57.91	\$ 59.50	\$ 61.13
<b>450&lt;750 beds</b>		\$ 58.80	\$ 59.98	\$ 61.63	\$ 63.32
<b>750+ beds</b>		\$ 61.02	\$ 62.24	\$ 63.95	\$ 65.71
<b>Director of Nursing</b>					
<b>Less than 25 beds</b>		\$ 51.91	\$ 52.95	\$ 54.40	\$ 55.90
<b>25&lt;50 beds</b>		\$ 54.86	\$ 55.96	\$ 57.50	\$ 59.08
<b>50&lt;75 beds</b>		\$ 56.01	\$ 57.13	\$ 58.70	\$ 60.32
<b>75&lt;100 beds</b>		\$ 57.13	\$ 58.27	\$ 59.88	\$ 61.52
<b>100&lt;150 beds</b>		\$ 58.75	\$ 59.93	\$ 61.57	\$ 63.27
<b>150&lt;200 beds</b>		\$ 60.64	\$ 61.85	\$ 63.55	\$ 65.30
<b>200&lt;250 beds</b>		\$ 62.53	\$ 63.78	\$ 65.53	\$ 67.34
<b>250&lt;350 beds</b>		\$ 64.82	\$ 66.12	\$ 67.93	\$ 69.80
<b>350&lt;450 beds</b>		\$ 68.59	\$ 69.96	\$ 71.89	\$ 73.86
<b>450&lt;750 beds</b>		\$ 72.52	\$ 73.97	\$ 76.00	\$ 78.09
<b>750+ beds</b>		\$ 76.95	\$ 78.49	\$ 80.65	\$ 82.87

**Table 2 – Other Rates and Allowances**

Item No.	Brief Description	Clause No.	Beginning FPP commencing on or after 1.07.2019	Beginning FPP commencing on or after 1.07.2020	Beginning FPP commencing on or after 1.07.2021	Beginning FPP commencing on or after 1.07.2022
			<b>2.20%</b>	<b>2.00%</b>	<b>2.75%</b>	<b>2.75%</b>
1	In charge of nursing home	12(i)(a)	41.33 per shift	42.16 per shift	43.32 per shift	44.51 per shift
2	In charge of ward/unit	12 (i)(b)	25.51 per shift	26.02 per shift	26.74 per shift	27.47 per shift
3	On call	12 (ii)(a)	22.73 per 24 hours or part thereof	23.18 per 24 hours or part thereof	23.82 per 24 hours or part thereof	24.48 per 24 hours or part thereof
4	On call on rostered days off	12 (ii)(b)	45.47 per 24 hours or part thereof	46.38 per 24 hours or part thereof	47.66 per 24 hours or part thereof	48.97 per 24 hours or part thereof
5	On call during meal break	12 (ii)(c)	12.3	12.55	12.90	13.25
6	Travelling Allowance	14 (i)(b)	92c per/km	93.84c per/km	96.42c per/km	99.07 c per/km
7	Uniform	16(iii)(a)	7.27 per week	7.42 per week	7.62 per week	7.83 per week
8	Shoes	16(iii)(a)	2.26 per week	2.31 per week	2.37 per week	2.43 per week
9	Cardigan or Jacket	16(iii)(b)	2.18 per week	2.22 per week	2.28 per week	2.35 per week
10	Stockings	16(iii)(c)	3.78 per week	3.86 per week	3.96 per week	4.08 per week
11	Socks	16(iii)(d)	0.75 per week	0.77 per week	0.79 per week	0.81 per week
12	Laundry	16(iv)	6.30 per week	6.43 per week	6.61 per week	6.79 per week
13	Meal on overtime	18(vii)	10.70 per meal	10.91 per meal	11.21 per meal	11.52 per meal
14	Breakfast	27(i)(c)	4.01 per meal	4.10 per meal	4.20 per meal	4.32 per meal
15	Other Meals	27(i)(c)	7.24	7.38	7.59	7.79
16	Assistant in Nursing - Team Leader Allowance	12 (i)(e)	37.39 per shift	38.14 per shift	39.19 per shift	40.27 per shift
17	Preceptor Allowance	12 (ii)(e)	2.26 p/h	2.31 p/h	2.37 p/h	2.43 p/h

**Table 3 – Continuing Education Allowance**

<b>Item No.</b>	<b>Brief Description</b>	<b>Clause No.</b>	<b>Beginning FPP commencing on or after 1.07.2019</b>	<b>Beginning FPP commencing on or after 1.07.2020</b>	<b>Beginning FPP commencing on or after 1.07.2021</b>	<b>Beginning FPP commencing on or after 1.07.2022</b>
			<b>2.20%</b>	<b>2.00%</b>	<b>2.75%</b>	<b>2.75%</b>
1	Continuing education allowance: Registered Nurse	12A(vii)	\$21.40 per week	\$21.83 per week	\$22.43 per week	\$23.05 per week
2	Continuing education allowance: Registered Nurse	12A(viii)	\$35.67 per week	\$36.38 per week	\$37.38 per week	\$38.41 per week
3	Continuing education allowance: Registered Nurse	12A(ix)	\$42.82 per week	\$43.68 per week	\$44.88 per week	\$46.11 per week
4	Continuing education allowance: Enrolled Nurse	12A(x)	\$14.26 per week	\$14.55 per week	\$14.95 per week	\$15.36 per week
5	Continuing Education Allowance: Assistant in Nursing	12A(xi)	\$19.60 per week	\$19.99 per week	\$20.54 per week	\$21.11 per week



**Signature Page for St Luke's Care trading as St Luke's Aged Care**

DATED this **Fourteenth** day of **January** 20**21**



.....  
Parth Jasani  
Chief Financial Officer  
St Luke's Care  
Authorised to sign on behalf of  
St Luke's Care



.....  
Witness

18 Roslyn Street,  
POTTS POINT NSW 2011

(Address)

MEESHA MAGAN  
.....  
18 ROSLYN STREET  
POTTS POINT NSW 2011  
(Name and address of witness)

**Signature Page for ANMF NSW Branch**

*Brett Holmes*

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

*Margaret Potts*

WITNESS  
Margaret Mary Potts  
50 O'Dea Ave, Waterloo

*O'Bray Smith*

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

*Margaret Potts*

WITNESS  
Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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