



# DECISION

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

**St Vincent de Paul Society NSW**  
(AG2016/4860)

## **ST VINCENT DE PAUL SOCIETY NSW - FREDERIC HOUSE ENTERPRISE AGREEMENT 2016**

Aged care industry

COMMISSIONER GREGORY

MELBOURNE, 21 SEPTEMBER 2016

*Application for approval of the St Vincent de Paul Society NSW - Frederic House Enterprise Agreement 2016.*

[1] An application has been made for approval of an enterprise agreement known as the *St Vincent de Paul Society NSW - Frederic House Enterprise Agreement 2016* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by St Vincent de Paul Society NSW. The Agreement is a single enterprise agreement.

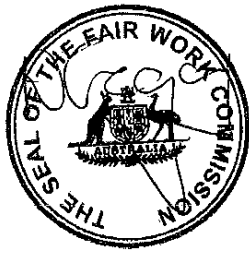
[2] The Applicant has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

[4] Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

[5] The New South Wales Nurses and Midwives' Association and New South Wales Branch of 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.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 28 September 2016. The nominal expiry date of the Agreement is 30 June 2019.



COMMISSIONER

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Annexure A



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NSW  
*good works*

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### UNDERTAKING

Reference: AG2016/4860

Application for approval of the Frederic House Enterprise Agreement 2016

Dear Commissioner

I am writing in response to an email received from the Fair Work Commission by the St Vincent de Paul Society NSW (the Society) and copied to the Health Services Union (HSU) and NSW Nurses and Midwives Association (NSWNMA) dated 12 September 2016 in regard to the above application. That email provided notification that the above application was allocated to you for your consideration and that the Commissioner has raised some concerns with the application.

As authorising officer for the Society with delegated authority to do so, I hereby provide this written undertaking to address the concerns raised by the Commission in relation to the above application:

Undertaking 1: **Individual Flexibility Arrangement:** In relation to the Individual Flexibility Arrangement at Clause 29 of the Agreement, the Society does not object to the model flexibility term set out in the Fair Work Regulations to be taken to be a term of the Agreement in accordance with Section 202(4) of the *Fair Work Act 2009*.

Undertaking 2: **Rates of Pay:** In relation to the rates of pay for an entry level aged care services employee at a junior and adult level falling between 3.08% and 0.26% respectively below the award minimum in the agreement, these rates are in fact redundant and have not, and will not be used as the Society does not employ at this level. Accordingly the New Entrant – Junior and Senior level will be removed from the classification and pay rates table at Clause 102 of the agreement.

These undertakings are supported by the HSU and the NSWNMA. Accordingly, I trust these written undertakings will satisfy the above concerns raised by the Commissioner and as the sole employer, I now sign this undertaking in accordance with the *Fair Work Regulations 2009*, in particular, regulation 2.07, which states: "For subsection 190(5) of the Act, an undertaking relating to an enterprise agreement must be signed by each employer who gives the undertaking."

Yours sincerely,

A handwritten signature in black ink, appearing to read 'Dianne Lucas'.

Dianne Lucas  
Deputy Chief Executive Officer

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Every day in NSW the Society helps thousands of people through home visitation, hospital visitation, prison visitation, homeless services for men, women and families, migrant & refugee assistance, support for those living with a mental illness, supported employment services for people with intellectual and other disabilities, Vinnies Shops, overseas relief, budget counselling and youth programs.



St Vincent de Paul Society NSW  
Support Services *good works*

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

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

## St Vincent de Paul Society NSW

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# Frederic House Enterprise Agreement 2016

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## **PART 1 – APPLICATION & OPERATION**

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### **1. OBJECTIVES**

- 1.1 The objectives of this Agreement are to:
- (a) Ensure compliance with the law;
  - (b) Improve communication, flexibility, consultation and co-operation at the workplace level between management and staff;
  - (c) Provide straight-forward, consistent and flexible terms and conditions of employment;
  - (d) Promote work/life balance and family-friendly initiatives that maintain the Employer's reputation as an employer of choice;
  - (e) Facilitate workplace change that improves the efficiency and effectiveness of service provision and achieves the Employer's performance goals;
  - (f) Demonstrate commitment to leadership and skills development that ultimately delivers excellence in care services and builds long-term workforce sustainability.

### **2. NAME AND TYPE OF AGREEMENT**

- 2.1 This Agreement is a union enterprise agreement made under Section 172 of the Act and is called the "St Vincent de Paul Society NSW – Frederic House Enterprise Agreement 2016" (the **Agreement**)

### **3. AVAILABILITY OF AGREEMENT**

- 3.1 The employer must ensure that copies of this Agreement and the National Employment Standards (the NES) are available to all employees to whom they apply either on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

### **4. RELATIONSHIP TO THE NES AND LEGISLATION**

- 4.1 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.
- 4.2 Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 4.3 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 condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.
- 4.4 Where after the commencement of this Agreement, the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall have no effect.
- 4.5 Where after the commencement of this Agreement, the NES is varied to provide a condition or entitlement less favourable (to the employee) in a particular respect than that referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall be overridden to the extent that it is more favourable than the NES as varied.

## 5. PERSONS BOUND BY THIS AGREEMENT

5.1 This Agreement will be binding on:

- (a) The St Vincent de Paul Society NSW (the **Employer**);
- (b) All Employees performing work within the Employment Classifications in this Agreement;
- (c) Australian Nursing and Midwifery Federation (NSW Branch)
- (d) New South Wales Nurses' and Midwives' Association (the **NSWNMA**); and
- (e) Health Services Union New South Wales Branch (the **HSU**).

## 6. DATE AND DURATION

6.1 This Agreement will be lodged with the Fair Work Commission and will commence 7 days after the date of approval by the Fair Work Commission and shall have a nominal expiry date of 30 June 2019.

6.2 The parties agree that discussions shall commence for a new agreement no later than three (3) months prior the expiry date of the agreement.

## 7. COMPLETE AGREEMENT

7.1 Other than individual agreements reached in accordance with Clause 29 Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship.

7.2 In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

## 8. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

8.1 Consultation regarding major workplace change

- (a) Employer to notify
  - (i) Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.
  - (ii) Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (b) Employer to discuss change
  - (i) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 8.1(a) the effects the changes are likely to have on employees and measures to avert or mitigate the



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

- (ii) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 8.1(a).
- (iii) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

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

- (a) Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.
- (b) The employer must:
  - (i) 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);
  - (ii) 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
  - (iii) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

### 9. THE CONSULTATIVE TEAM

9.1 Where, in a facility with 80 beds or more, a majority of employees covered by this agreement vote in support of the establishment of a consultative team, the Employer will facilitate the establishment of such a consultative team.

#### 9.2 Composition

- (a) The consultative team will comprise up to three (3) employee representatives elected by the employees, (which may include union delegates); and
- (b) Up to three (3) representatives nominated by the Employer.
- (c) Where a representative is unable to attend they may nominate another person.

- (d) The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- (e) The consultative team may discuss issues in or in connection:
  - (i) Clause 8 - Consultation Regarding Major Workplace Change;
  - (ii) Clause 25 - Workload Management; and
  - (iii) Other issues as agreed by the team.

## **10. DISPUTE RESOLUTION**

- 10.1 In the event of a dispute about a matter under this agreement, or a dispute in relation to the NES, in the first instance the parties must attempt to resolve the matter at the workplace by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2 If a dispute about a matter arising under this agreement or a dispute in relation to the NES is unable to be resolved at the workplace, and all appropriate steps under clause 10.1 have been taken, a party to the dispute may refer the dispute to the Fair Work Commission.
- 10.3 The parties may agree on the process to be utilised by the Fair Work Commission including mediation, conciliation and arbitration.
- 10.4 Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.5 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 10.6 While the dispute resolution procedure is being conducted, 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.

## **11. NO EXTRA CLAIMS**

- 11.1 This Agreement settles all claims in relation to the terms and conditions of employment of the Employees and the parties will not pursue any extra claims during the term of this Agreement except where otherwise specified in Clause 12 Leave Reserved.

## **12. LEAVE RESERVED**

- 12.1 The parties agree that leave is reserved to review the Care Service Classification during the life of this agreement.
  - (a) The parties agree to commence the review of the classification structure following the certification of this agreement.
  - (b) The aim of the review is to attempt to reach an agreement on a new classification structure that appropriately recognises the skills and duties required by Frederic House whilst appropriately remunerating employees through an agreed grading structure.

- (c) A consultative committee will be formed as per clause 8.
  - (d) This consultative committee will include representatives from the Employees, the Employer and the Union.
- 12.2 The parties agree that leave is reserved to commence discussions with the NSWNMA for a new agreement to cover all nurses employed by the Society.
- (a) The parties agree to commence the discussions following the certification of this agreement.
  - (b) The aim of the discussions is to attempt to develop a whole of Society agreement to cover nurses employed within and outside Frederic House.
  - (c) If a whole of Society nurses agreement is made, this agreement shall be varied by consent to remove the coverage of nurses from this agreement.

### 13. UNION NOTICEBOARD

- 13.1 The HSU shall be provided access to the Frederic House lunch room for the purpose of installing an agreed noticeboard for the union to keep its members up to date with information from their union.
- 13.2 The NSWNMA shall be provided access to the Frederic House lunch room for the purpose of installing an agreed noticeboard for the union to keep its members up to date with information from their union.

## PART 2 - DEFINITIONS

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### 14. INTRODUCTION

- 14.1 These definitions are made in accordance with the Act, Regulations or the NES.

### 15. GENERAL DEFINITIONS

- 15.1 For the purposes of this Agreement:

**Act** means the Fair Work Act 2009 (as amended).

**Agreement** means this Enterprise Agreement.

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

**Enterprise Agreement** means an agreement made between an Employer and a group of employees or an employer, union(s) and a group of employees. An Enterprise Agreement commences operation on lodgement with the Fair Work Commission and is legally enforceable under the Act.

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

**De facto partner** means:

- (a) 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.

**Employee** means an Employee employed by the Employer and covered by this Agreement.

**Employer** means St Vincent de Paul Society (NSW).

**Employment Classifications** means the Employment Classifications set out in Part 5 of this Agreement.

**Immediate family** means the following members of an Employee's immediate family:

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

**NES** means the National Employment Standards as amended from time to time.

**Ordinary hours** means the hours specified in Clause 30 Ordinary Hours of Work of this Agreement.

**Public Holiday** means:

- (a) New Years Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
- (b) The next business day after the Boxing Day public holiday (Picnic Day); and
- (c) Any other day duly proclaimed and observed as a public holiday within the State or region in which the Employee is employed.

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

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

## 16. SHIFT DEFINITIONS

| Shift               | Commencement Time              |
|---------------------|--------------------------------|
| Early morning shift | From 4.00am and before 6.00am  |
| Day shift           | From 6.00am and before 10.30am |
| Morning shift       | From 10.30am and before 1.00pm |
| Afternoon shift     | From 1.00pm and before 4.00pm  |
| Night Shift         | From 4.00pm and before 4.00am  |

## PART 3 - EMPLOYMENT RELATIONSHIP

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### 17. EMPLOYMENT SCREENING

- 17.1 The Employee will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law; including National Criminal Record Checks and Working with Children Checks.
- 17.2 The Employee will disclose to the Employer all things that could impair the Employee's position of trust and integrity including any criminal convictions or charges that could be relevant to the Employee's employment.
- 17.3 The Employee will disclose to the Employer any notifiable disease or conditions that could impact on the Employee's position whilst providing care services to clients.

### 18. EMPLOYMENT CATEGORIES

- 18.1 Employees may be employed in any of the following employment categories:
- (a) Permanent (Full-Time or Part-Time)
  - (b) Maximum Term (Full-Time or Part-Time)
  - (c) Casual
- 18.2 A **Full-Time** Employee is employed to work either a full-time week of 38 hours or an average of 38 hours per week over a four-week period.
- 18.3 A **Part-Time** Employee is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight at one service and whose hours of work are reasonably predictable.
- 18.4 A Part-Time Employee will accrue entitlements provided for in this Agreement on a pro- rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- 18.5 A **Maximum Term** Employee is employed for a fixed term, task or project on either a full-time or part-time basis for a period of three months or more. Salary Packaging is available to Maximum Term Employees (refer to Clause 53 Salary Packaging).
- 18.6 The Employer may employ maximum-Term Employees where such employment is necessary to meet the genuine operational requirements of the Employer, including:
- (a) The temporary replacement of Employees on leave (including parental leave);
  - (b) Limited term funding arrangements;
  - (c) Long-term relief;
  - (d) Forthcoming service reductions;
  - (e) The temporary provision of specialist skills that are required within the organisation; or
  - (f) To fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent Employee.
- 18.7 Where the Maximum Term position becomes a permanent position and becomes available within the organisation the Maximum Term Employee may be offered the position on application.

- 18.8 A **Casual** Employee is employed on an hourly basis as and when required and:
- (a) Is hired by the hour;
  - (b) Will be paid for actual time worked;
  - (c) Is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
  - (d) Is not covered by Clause 43 - Rosters;
  - (e) Will be entitled to unpaid parental leave if he/she is an "eligible casual Employee" as defined by the Act;
  - (f) Can be terminated by notice to the end of the current shift worked.

**19. MINIMUM EMPLOYMENT PERIOD:**

- 19.1 Employees (other than casual employees) will be on a period of probation for the first 6 months of engagement for the purpose of determining the employee's suitability for ongoing employment.
- 19.2 At any time during the probation period, the employer or the employee can terminate the employment by providing written notice in accordance with Part 10 – Termination of Employment.
- 19.3 Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:
- (a) the time when the person is given notice of the dismissal:
  - (b) immediately before the dismissal

**20. FULL-TIME EMPLOYEES:**

- 20.1 A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week.

**21. PART-TIME EMPLOYEES:**

- 21.1 A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- 21.2 Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- 21.3 Reasonable additional hours may be worked in accordance with Clause 38 Reasonable Additional Hours.

**Review of Part-time Hours**

- 21.4 At the request of an employee, the hours worked by the employee will be reviewed annually.
- 21.5 Where the employee is regularly working more than their guaranteed minimum number of hours then such hours shall be adjusted by the employer, and recorded in writing to reflect the hours regularly worked.
- 21.6 The hours worked in the following circumstances will not be incorporated in the adjustment:

- (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, maternity leave, workers compensation; and
  - (b) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- 21.7 Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 21.4 above should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

## **22. CASUAL EMPLOYEES:**

- 22.1 A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee.

### **Casual Conversion**

- 22.2 A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- (a) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
  - (b) on a part-time contract where the employee has worked on a part-time basis throughout the period of casual employment.
- Such contract would generally be on the basis of the same number of hours as previously worked; however the hours must be capable of fitting within the existing shift and rostering arrangements.
- Other arrangements may be implemented by agreement between the employer and the employee.
- 22.3 The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- 22.4 Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

## **23. RECOGNITION OF SERVICE AND EXPERIENCE**

- 23.1 From the time of commencement of employment an employee has 3 months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement.
- This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- 23.2 Until such time as the employee furnishes any such documentation contemplated in sub-clause 23.1 above, the employer shall pay the employee at the level for which proof has been provided.
- 23.3 If within 3 months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 23.4 If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said 3 months period, the employee shall be paid a rate appropriate for the previous



relevant service or experience then proved, but only from the date of providing that evidence to the employer.

- 23.5 An employee who is working in the same classification for more than one organisation shall notify the employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.

## **24. RE-GRADING OF EMPLOYEE CLASSIFICATION**

- 24.1 Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.
- 24.2 An application for re-grading by an employee must be made in writing.
- 24.3 The employer must respond to the request in writing within four (4) weeks, indicating whether the application is approved or denied.
- 24.4 Where denied the response must provide reasons.
- 24.5 Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
  - (b) are permanent or temporary; and/or
  - (c) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading).

## **25. WORKLOAD MANAGEMENT**

- 25.1 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 employees and the quality of client care.
- 25.2 To ensure that employee concerns involving excessive workloads are effectively resolved by Management the following procedures should be applied:
- (a) In the first instance, employees should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
  - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Area Manager for further discussion.
- 25.3 The outcome of the discussions at each level and any proposed solutions should be recorded in writing and provided to the effected employees.
- 25.4 At each of the steps above the parties should aim to agree on a reasonable time frame for response.
- 25.5 At an Employees' request Workload Management will be an agenda item at staff meetings on at least a quarterly basis.
- 25.6 Items in relation to workloads will then be required to be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve any workload management issues.



## **26. NATIONAL CRIMINAL HISTORY RECORD CHECK**

- 26.1 Operators of aged care services are required to ensure staff, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check.
- 26.2 The employer will pay the cost of initial Police Checks for employees required to undergo such checks.
- 26.3 Where required, the employer will also pay the cost of the renewal of Police Checks for employees required to undergo such checks.

## **27. LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

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

# **PART 4 - FLEXIBLE WORK ARRANGEMENTS**

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## **28. INTRODUCTION**

- 28.1 The Employer is committed to being a responsive, flexible organisation providing excellent care to its residents, patients, and clients.
- 28.2 Support will be given to Employees in balancing their work and life commitments as far as practicable, taking into consideration the Employee's personal situation and the operational needs of the Employer.
- 28.3 It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.
- 28.4 Work Life Balance initiatives include:
  - (a) Part-time work;
  - (b) Career breaks;
  - (c) Job-share;
  - (d) 'Purchased' extra leave;
  - (e) Paid maternity and adoption leave;
  - (f) Flexible return to work options;
  - (g) Transition to retirement for mature-aged Employees.

## **29. AGREEMENT FLEXIBILITY**

- 29.1 Notwithstanding any other provision of this agreement, an employer and an individual employee may agree to vary the application of certain terms of this agreement to meet the genuine individual needs of the employer and the individual employee. The terms the employer and the individual employee may agree to vary the application of are those concerning:

- (a) arrangements for when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances; and
  - (e) leave loading.
- 29.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 29.3 An agreement under this clause can only be entered into after the individual employee has commenced employment with the employer.
- 29.4 The agreement between the employer and the individual employee must:
- (a) be confined to a variation in the application of one or more of the terms listed in subclause 29.1 above; and
  - (b) result in the employee being better off overall at the time the agreement is made than the employee would have been if no individual flexibility agreement had been agreed to.
- 29.5 The agreement between the employer and the individual employee must also:
- (a) be in writing, name the parties to the agreement and be signed by the employer and the individual employee and, if the employee is under 18 years of age, the employee's parent or guardian;
  - (b) state each term of this agreement that the employer and the individual employee have agreed to vary;
  - (c) detail how the application of each term has been varied by agreement between the employer and the individual employee;
  - (d) detail how the agreement results in the individual employee being better off overall in relation to the individual employee's terms and conditions of employment; and
  - (e) state the date the agreement commences to operate.
- 29.6 The employer must give the individual employee a copy of the agreement and keep the agreement as a time and wages record.
- 29.7 Except as provided in subclause 29.4(a) above the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 29.8 An employer seeking to enter into an agreement must provide a written proposal to the employee.
- 29.9 Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 29.10 The agreement may be terminated:
- (a) by the employer or the individual employee giving 13 weeks' notice of termination, in writing, to the other party and the agreement ceasing to operate at the end of the notice period; or
  - (b) at any time, by written agreement between the employer and the individual employee.
  - (c) Note: If any of the requirements of s.144(4), which are reflected in the requirements of this clause, are not met then the agreement may be terminated by either the employee or the employer, giving written

notice of not more than 28 days (see s.145 of the *Fair Work Act 2009* (Cth)).

- 29.11 The notice provisions in subclause 29.8(a) above only apply to an agreement entered into from the first full pay period commencing on or after 4 December 2013.
- 29.12 An agreement entered into before that date may be terminated in accordance with subclause 29.8(a) above, subject to four weeks' notice of termination.
- 29.13 The right to make an agreement pursuant to this clause is in addition to, and is not intended to otherwise affect, any provision for an agreement between an employer and an individual employee contained in any other term of this agreement.

## **PART 5 - HOURS OF WORK**

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### **30. ORDINARY HOURS OF WORK**

- 30.1 The ordinary hours of work for Day Workers must not be worked over more than:
  - (a) 76 hours per fortnight on more than 10 days; or
  - (b) 152 hours per four weeks on more than 28 calendar days; and
  - (c) Are to be worked Monday to Friday commencing from 6:00am and after, at or before 10:30am.
- 30.2 The ordinary hours of work for Shift Workers in each roster cycle must not exceed:
  - (a) 76 hours per fortnight; or
  - (b) 152 hours per four weeks.
- 30.3 The ordinary hours of work for each shift will consist of no more than:
  - (a) 10 hours on a Night shift; and
  - (b) 10 hours for all other shifts.

### **31. ARRANGEMENT OF HOURS**

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

### **32. MINIMUM HOURS**

- 32.1 Full-Time Employees will receive a minimum payment of four hours at the Employee's basic rate of pay for each start in respect of ordinary hours of work.
- 32.2 Part-Time and Casual Employees will receive a minimum payment of three (3) hours at the Employee's basic rate of pay for each start in respect of ordinary hours of work.
- 32.3 The Employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a resident's or patient's health status.

### **33. MINIMUM BREAKS BETWEEN SHIFTS**

- 33.1 Unless otherwise agreed, Employees must receive a minimum break of eight hours between shifts, or ten hours between broken shifts, rostered on successive days.
- 33.2 Where an Employee has not been provided with the appropriate break between shifts and the Employee's next rostered shift is due to commence:
  - (a) Without loss of pay the Employee will be released either before the end of the current shift or the start of their following shift so they have the appropriate break; or
  - (b) If the Employee agrees to work without the appropriate break, the Employee will be paid until they are released from duty at overtime rates as set out in Clause 39 Overtime.
  - (c) Once released from duty the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

### **34. TEA BREAKS**

- 34.1 Every employee will be entitled to a paid 10 minutes tea break in each four hours worked at a time to be agreed between the employee and employer.
- 34.2 Subject to agreement between the employer and employee, such breaks may alternatively be taken as one twenty minute tea break.
- 34.3 Tea Breaks will count as time worked.

### **35. MEAL BREAKS**

- 35.1 An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than thirty minutes and not more than sixty minutes.
- 35.2 Where an employee is required to remain available or on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.

### **36. ALLOCATED DAYS OFF**

- 36.1 The Employer may provide the opportunity for Full-Time Employees to access Allocated Days Off (ADOs) by accruing:
  - (a) 0.4 of an hour for every eight hours worked per day; or
  - (b) 0.5 of an hour for every ten hours worked per day.
- 36.2 The Employee will be entitled up to 12 ADOs each year.

- 36.3 The Employer will grant an ADO at a time requested by the Employee and having regard to the operational needs of the Employer.
- 36.4 Where possible and by mutual agreement:
- (a) The ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
  - (b) The ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
  - (c) No more than five ADOs may be accumulated and may be taken in conjunction with the Employee's annual leave or at another agreed time.
- 36.5 The Employer values its Employees' work-life balance and encourages Employees to use ADOs for the purposes of rest and recreational pursuits, the Employer may direct the Employee to take an ADO when five ADOs are accrued.
- 36.6 ADOs are accrued, at the normal rate, for the following:
- (a) Personal/carer's leave;
  - (b) Public holidays;
  - (c) Compassionate leave;
  - (d) Study leave;
  - (e) Time in lieu.
- 36.7 The following types of leave or absence do not accrue ADOs:
- (a) ADO
  - (b) Annual leave (the base four weeks);
  - (c) Long service leave;
  - (d) Paid and unpaid parental leave;
  - (e) Leave without pay;
  - (f) Workers compensation.

### **37. BROKEN SHIFTS**

- 37.1 Broken shift for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- 37.2 A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
- 37.3 Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clauses 30 Overtime and 41 Shift Work and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- 37.4 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- 37.5 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

### **38. REASONABLE ADDITIONAL HOURS**

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

### **39. OVERTIME**

- 39.1 All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- 39.2 All hours worked by Employees outside the ordinary hours will be paid at their basic periodic rate of pay at:
- (a) Time and one-half (150%) for the first two hours and then double time (200%);
  - (b) Double time (200%) for all overtime worked on Sunday; or
  - (c) Double time and one-half (250%) for all overtime worked on Public Holidays.
- 39.3 Casual Employees will be entitled to overtime for hours in excess of 76 hours per fortnight.
- 39.4 The payments for overtime are inclusive of the casual loading and not in addition to the casual loading as set out in Clause 51 Remuneration.
- 39.5 Part-Time Employees will be entitled to overtime for work in excess of 10 hours for Night shifts and 10 hours for all other shifts, or over 76 hours per fortnight.
- 39.6 If an Employee agrees to work without an appropriate break as set out in Clause 33 Minimum Breaks between Shifts, they will be paid overtime rates as set out above.
- 39.7 Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:

- (a) A minimum of four hours at the applicable overtime rate (and Employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
- (b) The lesser of the actual travel expenses incurred to return to work or the vehicle allowance (as per the Australian Tax Office rates) where the Employee elects to use the Employee's own vehicle.
- (c) This does not apply to Employees working broken shifts.

39.8 For the purposes of assessing overtime:

- (a) Each day stands alone; and
- (b) Where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

#### 40. TIME IN LIEU OF OVERTIME

40.1 Time off in lieu of overtime (Time in Lieu) must be agreed to and pre- approved before being worked, by the Employer.

40.2 Instead of receiving payment for authorised overtime, Employees may be compensated by way of Time in Lieu on the following basis:

- (a) Employees cannot be compelled to take Time in Lieu and an Employer cannot be compelled to agree to provide the Employee with Time in Lieu;
- (b) Time in Lieu is taken on the basis of one hour for each hour of overtime worked;
- (c) Payment for Time in Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with Clause 41 Shift and Weekend Work as if the time was worked when taking such Time in Lieu;
- (d) The Employer must maintain records of all Time in Lieu owing and taken by Employees.
- (e) Where no election is made, the Employee shall be paid overtime rates in accordance with this Agreement.
- (f) Time in Lieu must be taken within four months of it being accrued at a mutually agreed time.

Where it is not possible to take Time in Lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made.

#### 41. SHIFT WORK AND WEEKEND WORK

41.1 Full Time Employees, (and Part Time or Casual Employees where their rostered shifts commence prior to 6.00am or finish after 7.00pm) are entitled to the following **shift allowances** calculated on their basic periodic rate of pay for shifts rostered:

| Shift               | Commencement Time              | Allowance    |
|---------------------|--------------------------------|--------------|
| Early morning shift | From 4.00am and before 6.00am  | 10%          |
| Day shift           | From 6.00am and before 10.30am | No allowance |
| Morning shift       | From 10.30am and before 1.00pm | 10%          |
| Afternoon shift     | From 1.00pm and before 4.00pm  | 12.5%        |
| Night Shift         | From 4.00pm and before 4.00am  | 15%          |

- 41.2 Casual Employees are entitled to the 25% casual loading in Clause 51 Remuneration and the allowances above, where applicable.
- 41.3 Employees are entitled to the following weekend allowances calculated on their basic periodic rate of pay for ordinary hours worked on a weekend:

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

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

- 41.4 Where an Employee works hours which would entitle that Employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.
- 41.5 Employees in receipt of a shift loading for working beyond 6.00pm prior to the introduction of this Agreement; will continue to receive the loading where their shift finishes at or before 7.00pm for a maximum period of 12 months from the date this Agreement comes into operation; or a shorter period if transferred to an alternative shift.

## **42. ATTENDANCE AT MEETINGS**

- 42.1 Any Employee required to attend Occupational 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 ordinary pay per hour for the actual time spent in attendance at such meetings.
- 42.2 In lieu of receiving payment, Employees may, with the agreement of the Employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.
- 42.3 The Employer may require the Employee to attend other meetings outside their ordinary hours of work.
- 42.4 Paid time meetings shall be provided for union members to attend meetings with management or other meetings where approved in advance by the Employer.

## **43. ROSTERS**

- 43.1 At least two weeks prior to the start of the roster period, the ordinary hours of work for Shift Workers must be:
- (a) Displayed on a roster in a place accessible to Employees; or
  - (b) Communicated to the Employee in writing (including by electronic means).
- 43.2 The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- 43.3 The Employer may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned Employee absences or emergencies.



- 43.4 Where the alteration requires a Full-Time Employee to work on a day which would have been the Employee's day off, or a Part Time Employee to work on a day which would have been the Employee's Rostered Day Off, the Employee may elect to:
- (a) Be paid at overtime rates; or
  - (b) Take time in lieu at a time agreed between the Employee and the Employer.

## **PART 6 – ALLOWANCES**

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### **44. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES**

- 44.1 The allowances applicable to shift work and work on weekends are set out in Clause 41 Shift and Weekend Work as above.
- 44.2 The allowance applicable to work on public holidays is set out in Clause 70 Public Holidays above.

### **45. IN-CHARGE ALLOWANCE**

- 45.1 A Registered Nurse who is designated to be in charge of the facility or section during a shift will be paid the in-charge allowance (as set out in Appendix 7 - Allowances) where applicable.
- 45.2 An Employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- 45.3 Registered Nurses holding classified positions of a higher grade than a Registered Nurse are excluded from this clause.

### **46. VEHICLE / TRAVELLING ALLOWANCE**

- 46.1 Subject to the Employer being satisfied that the Employee has incurred the expenses:
- (a) Where an Employee is called upon and agrees to use the Employee's private vehicle for work-related travel, the Employee will be paid the vehicle allowance (as per the Australian Tax Office rates); or
  - (b) Where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.
  - (c) The payment will exclude travel from the Employee's home to the first place of work and the Employee's return to home at the end of duties.
- 46.2 An Employee sent for duty to a place other than the Employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- 46.3 In accordance with the Employer's Motor Vehicle Policy, the Employer will provide reimbursement up to the amount specified in the policy in the event of loss or damage to their vehicle that was sustained while it was being used for work purposes.

#### **47. ON CALL ALLOWANCE**

- 47.1 An Employee is on call if the Employee agrees to make themselves ready and available to return to work at short notice while off duty.
- 47.2 An Employee on call must be paid the allowance (as set out in Appendix 7) for each period of 24 hours or part thereof.
- 47.3 An Employee who is directed to remain on call during a meal break will be paid the meal break allowance as set out in Appendix 7.
- 47.4 Where an Employee on call leaves the workplace and is recalled to duty, the Employee shall be reimbursed reasonable travel expenses incurred or the vehicle allowance (as per the Australian Tax Office rates) where the Employee elects to use the Employee's own vehicle.
- 47.5 This clause does not apply to the Employment Classifications of Deputy Residential Manager.

#### **48. HIGHER DUTIES ALLOWANCE**

- 48.1 An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
- (a) the time so worked for two hours or less; or
  - (b) a full day or shift where the time so worked exceeds two hours.

#### **49. SLEEPOVER ALLOWANCE**

- 49.1 A sleepover means sleeping in at night for a period of 8 to 10 hours in order to be on call and available for emergencies. An emergency is any unplanned occurrence or event requiring prompt action.
- 49.2 An Employee undertaking a sleepover is entitled to the allowance as set out in Clause 49.6.
- 49.3 Employees may be required to sleepover (except for nurses).
- 49.4 For each sleepover, Employees shall be provided with:
- (a) Free board and lodging;
  - (b) A separate room with a bed and use of staff facilities or client facilities where applicable;
  - (c) A sleepover allowance equivalent to 2.4 hours of the Employee's basic periodic rate of pay.
- 49.5 If an Employee is directed to perform work other than work of an emergency nature during any sleepover, in addition to the sleepover allowance, the Employee will be paid the hourly rate of pay;
- (a) From the start of the sleepover to the end of the non-emergency work; or
  - (b) From the start of the non-emergency work to the end of the sleepover.
- 49.6 All time worked during any sleepover shall count as time worked and be paid for as follows:
- (a) Full-time Employees will be paid at overtime rates.
  - (b) Part-Time and Casual Employees will be paid at their basic periodic rate of pay plus applicable shift and weekend penalties.

- (c) If the total number of hours worked on that night exceeds eleven hours, then the excess hours will be paid at overtime rates.
  - (d) If the total number of hours worked in the fortnight exceeds 76 hours in the fortnight, then the excess hours worked in that fortnight will be paid at overtime rates.
- 49.7 An Employee must not be required to sleepover during any part of their days off and/or their ADOs.
- 49.8 Where an Employee has performed so much work during a sleepover and has not been provided with an 8-hour break between the sleepover and the Employee's next rostered shift is due to commence:
- (a) The Employee will be released either before or after their shift so they have the appropriate break without loss of pay; or
  - (b) If the Employee is directed to work without the appropriate break, the Employee will be paid until they are released from duty at double time (200%) and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay.
  - (c) This clause does not preclude the Employer from rostering an Employee to work shift work in lieu of undertaking sleepovers.

## 50. CONTINUING EDUCATION ALLOWANCE

- 50.1 An Employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid the continuing education allowance as set out in Appendix 7 – Allowances subject to the following:
- 50.2 Allowances will be payable as follows:

| Classification   | Qualification   |
|------------------|---|
| Registered Nurse | Post-graduate certificate<br>(not a hospital certificate)                                     |
| Registered Nurse | Post-graduate diploma or degree<br>(not nursing undergraduate)                                |
| Registered Nurse | Master's degree or doctorate  |
| Enrolled Nurse   | Certificate IV qualification<br>(unless this upgrades the qualification leading to enrolment) |

- 50.3 Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
- 50.4 The Employer must accept that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position;
- 50.5 An Employee is only entitled to one allowance, being the allowance of the highest monetary value;
- 50.6 An Employee must provide evidence to the Employer that they hold that qualification;
- 50.7 The allowance is not included in the Employee's basic periodic rate of pay;
- 50.8 Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.

## **PART 7 - REMUNERATION AND BENEFITS**

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### **51. REMUNERATION**

- 51.1 An Employee's remuneration will be paid fortnightly in arrears by electronic transfer in accordance with the Act and Regulations.
- 51.2 Full-Time and Part-Time Employees are entitled to be paid the basic periodic rate of pay in for the appropriate Employment Classification for all ordinary hours worked.
- 51.3 Casual Employees are entitled to be paid the basic periodic rate of pay in for the appropriate Employment Classification plus a 25% casual loading for all ordinary hours worked.
- The exception is for weekends and public holidays, where allowances listed are payable.

### **52. SALARY INCREASES**

- 52.1 The Employer is committed to providing salary increases that reward Employees for their efforts and that are aligned to industry standards.
- 52.2 Salary increases for the life of the Agreement are defined in Appendix Six.
- 52.3 Any increases in rates of pay by the Australian Fair Pay Commission (or any other industrial body or tribunal) effective prior to or during the term of this Agreement may be absorbed into the salary increases set out above.
- 52.4 In addition, the increases offset any underpayment arising from any Australian Fair Pay Commission (or any other industrial body or tribunal) determination, order or decision effective prior to or during the term of this Agreement to the extent that they may be offset.
- 52.5 Any Employee whose current salary is above the rate scheduled in this agreement will remain on the higher rate of pay.
- Future pay increases will be absorbed until the rate of pay for the Employee's classification meets and/or succeeds this higher rate of pay, unless otherwise determined by the Employer.

### **53. SALARY PACKAGING**

- 53.1 The Employer has made salary packaging arrangements available for those Employees who wish to take advantage of the benefits.
- 53.2 Employees (except Casual Employees) are able to package and structure their remuneration in accordance with the Employer's salary packaging policy.
- 53.3 If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.
- 53.4 The Employer will give at least three months written notice of any change or cancellation to the salary packaging arrangements.

#### **54. SUPERANNUATION**

- 54.1 The employer 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.
- 54.2 An 'approved fund' means:
- (a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
  - (b) the First State Super;
  - (c) the Health Super; or
  - (d) any agreed complying superannuation fund; provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- 54.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 54.4 Should an employee fail to nominate a fund, the employer will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.
- 54.5 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.

##### **Employee Contributions**

- 54.6 The Employer supports those Employees who wish to make voluntary contributions to superannuation.
- 54.7 Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.
- 54.8 The employer shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis.
- 54.9 With respect to casual employees, contributions shall be remitted at least quarterly.

#### **55. SALARY SACRIFICE TO SUPERANNUATION**

- 55.1 An employee can elect to sacrifice a portion of salary to superannuation.
- 55.2 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.
- 55.3 Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- 55.4 Employers 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.
- 55.5 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.

- 55.6 Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.
- 55.7 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.
- 55.8 Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

## **56. SALARY ADJUSTMENTS**

- 56.1 During the Employee's employment and on termination, the Employer may withhold from any payment due to the Employee any amount owed by the Employee to the Employer.
- 56.2 The Employer will notify the Employee in writing of the amount owed and the recovery process.

# **PART 8 - LEAVE**

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## **57. LEAVE ENTITLEMENTS**

- 57.1 Employees are entitled to the leave provided in the Act and this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policies.
- 57.2 For all periods of authorised paid leave, Employees are entitled to be paid their basic periodic rate of pay.
- 57.3 Part-Time Employees are entitled to leave on a pro-rata basis.
- 57.4 Casual Employees have no entitlement to leave other than unpaid personal leave, long service leave and eligible casual Employees as defined by the Act have an entitlement to unpaid parental leave.

## **58. ANNUAL LEAVE**

- 58.1 Full-Time Employees are entitled to four weeks annual leave in accordance with the Standard to be taken at a time that is mutually agreeable between the Employee and the Employer.
- 58.2 Shift Workers are entitled to either of the following types of additional leave below, being the type which provides the Shift Worker with the most favourable outcome:
- (a) A Shift Worker who:
- (i) Is employed in a facility where shifts are continuously rostered 24 hours a day for 7 days a week; and
  - (ii) Is regularly rostered to work on those shifts; and
  - (iii) Regularly works on Sundays and public holidays;
  - (iv) Is entitled to one additional week annual leave per annum (pro-rata for Part-Time Employees) in accordance with the Standard.

**OR**

- (b) A Shift Worker who is rostered to work their ordinary hours of work on Sundays and/or public holidays is entitled to additional paid leave ("counter leave") per annum as follows:

| <b>Shifts worked per annum</b> | <b>Full-Time Employees</b> | <b>Part-Time Employees</b> |
|--------------------------------|----------------------------|----------------------------|
| 3 shifts or less               | Nil                        | Nil                        |
| 4-10 shifts                    | One day                    | 0.2 weeks                  |
| 11-17 shifts                   | Two days                   | 0.4 weeks                  |
| 18-24 shifts                   | Three days                 | 0.6 weeks                  |
| 25-31 shifts                   | Four days                  | 0.8 weeks                  |
| 32 or more                     | five days                  | 1 week                     |

58.3 The Employer may direct an Employee to:

- (a) Take two weeks annual leave where they have accrued a balance of more than eight weeks; or
- (b) Take leave during a stand down.
- (c) If directed to take excessive leave, the Employer will provide the Employee with written notification of their leave balance and will be asked how and when they will take leave to reduce this balance, including by the submission of an annual leave form.
- (d) Alternative arrangements may be put in place by the Employer if an Employee is building leave balances in planning for a significant personal occasion or event (such as travel, maternity, or another special occasion).

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

- (a) The Employee must elect in writing to receive pay in lieu of an amount of annual leave;
- (b) During each 12 month period, an Employee is not entitled to forgo an amount of annual leave that is equal to more than 1/26th of the ordinary hours worked by the Employee during the period (that is, two weeks for a Full-Time Day Worker);
- (c) The Employer has agreed to the Employee cashing out the annual leave; and
- (d) The payment in lieu of the amount of annual leave shall be at a rate that is no less than the Employee's basic periodic rate of pay at the time that the election is made.

58.5 By agreement in writing between the Employer and an Employee, all annual leave accrued to the Employee prior to 27 March, 2006 may be paid out by the Employer in lieu of the Employee taking such annual leave at a rate that is no less than the Employee's basic periodic rate of pay at the time that the election is made.

## **59. ANNUAL LEAVE LOADING**

- 59.1 Full-Time Employees are entitled to annual leave loading of the greater of:
- (a) 17.5% on four weeks of the Employee's basic periodic rate of pay; or
  - (b) Any shift and weekend allowances that they would have been paid had they not been on leave.
- 59.2 Upon termination, Employees are entitled to be paid leave loading for any accrued but untaken leave unless the Employee's employment is terminated for misconduct.

## **60. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)**

- 60.1 Full-Time Employees are entitled to 10 days paid personal leave in accordance with the Standard.

## **61. UNPAID PERSONAL LEAVE**

- 61.1 Once an Employee's entitlement to paid personal leave has been exhausted, Employees are entitled to up to two days unpaid carer's leave per occasion in accordance with the Standard.
- 61.2 Carer's leave can be taken by an Employee to provide care or support to a member of the Employee's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.

## **62. COMPASSIONATE LEAVE**

- 62.1 Employees are entitled to up to three days paid compassionate leave per occasion in accordance with the Standard:
- (a) For the purposes of spending time with a person who is a member of the Employee's immediate family or household and has a personal illness, or injury, that poses a serious threat to his or her life; or
  - (b) After the death of a member of the Employee's immediate family or household.
- 62.2 If any additional compassionate leave is required, then Employees may utilise any other form of leave as appropriate or apply for leave without pay.

## **63. UNPAID PARENTAL LEAVE**

- 63.1 Employees are entitled to 52 weeks unpaid parental leave in accordance with the Standard.
- 63.2 Parental leave comprises maternity leave, paternity leave and adoption leave.

## **64. PAID PARENTAL LEAVE**

- 64.1 Employees are entitled to paid parental leave in accordance with the Employer's policy.
- 64.2 Employees are eligible for paid parental leave after :
- (a) they have completed at least 52 weeks continuous service prior to the expected date of birth, or
  - (b) prior to taking custody of the child.
- 64.3 An eligible Employee is entitled to:



- (a) Nine weeks paid maternity or adoption leave; or
  - (b) One week paid parental leave
  - (c) As appropriate at the Employee's basic periodic rate of pay from the date the leave commences.
- 64.4 Paid maternity and adoption leave may be paid in advance in a lump sum or may be taken as half-pay over eighteen (18) weeks.
- 64.5 The period of parental leave will be less than 52 weeks if the Employee, or the Employee's spouse, takes any other related authorised leave such as authorised paternity leave.
- 64.6 Paid Maternity Leave will be deducted from any entitlement to maternity leave payment under the employer's policy.

## 65. LONG SERVICE LEAVE

- 65.1 Employees are entitled to long service leave after completing five years of continuous service.
- 65.2 Employees will accrue long service leave as follows:

| Completed years of continuous service | Long Service Leave         |
|---------------------------------------|----------------------------|
| Less than 5 years                     | Nil                        |
| 5 years                               | 4.33 weeks                 |
| 10 years                              | An additional 4.33 weeks   |
| 15 years and each 5 years thereafter  | An additional 10.825 weeks |

- 65.3 Employees are entitled to access their long service leave on a pro-rata basis as follows:
- (a) If an Employee has completed five, but less than 10 years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 4.33 weeks for each five years of service; and
  - (b) If an Employee has completed more than 10 years of continuous service, the Employee is entitled to a proportionate amount of long service leave on the basis of 10.825 weeks for each five years of service.
- 65.4 When an Employee takes a period of long service leave, the Employer will pay the Employee their basic periodic rate of pay in respect of the period of leave.
- 65.5 Employees are required to give the Employer four weeks' written notice of their intention to take their long service leave entitlement.
- 65.6 Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or may be postponed to an agreed date.
- 65.7 After the Employee has more than 10 weeks long service leave, the Employer may direct the Employee to commence a period of long service leave due to them on the provision of four weeks' written notice and having regard to the needs of the workplace.
- 65.8 The Employee may take a period of long service leave due to them either in a lump sum or in separate periods.

65.9 Upon termination of employment for reasons other than serious and wilful misconduct, after the initial five years of continuous service, the Employee is entitled to payment of all untaken long service leave (calculated on a pro-rata basis) at the Employee's basic periodic rate of pay.

If the Employee cashes out their long service leave entitlement, the Employee will be paid at the rate of the Employee's basic periodic rate of pay.

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

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

## **66. "PURCHASED" EXTRA LEAVE (PEL)**

66.1 The Employer may offer Permanent Employees the opportunity to "purchase" up to an additional two weeks of leave each year.

66.2 Purchased leave enables an Employee to access additional leave in a given year in exchange for a proportional reduction in their salary over 12 months and is treated as leave without pay.

66.3 An Employee wishing to purchase leave must elect in writing, at the beginning of each financial year (i.e., at 1 July each year), if they wish to purchase extra leave and, if so:

Whether the leave purchased will be one or two weeks.

66.4 Under such an agreement the Employee's salary will be reduced at the rate of 1.92% for each week of leave purchased.

66.5 Annual leave entitlements will always be exhausted before the Employee's purchased leave will be accessed.

66.6 All purchased leave must be accessed over the 12 month period (i.e. by 30 June each year).

66.7 If any leave purchased is not used at the end of a 12 month period, or the Employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the Employee.

66.8 Superannuation entitlements will be calculated on the pre-reduction salary and leave loading does not apply to purchased leave.

66.9 Any overpayment of purchased leave may be withheld as a salary adjustment under Clause 56 Salary Adjustments of this Agreement.

## **67. LEAVE WITHOUT PAY**

67.1 Leave without pay is available only in exceptional circumstances when all accrued annual or long service leave has been exhausted.

67.2 The requirements and circumstances for leave without pay must be discussed with, and approved by, the Employer, whose approval may be withheld at their absolute discretion.

67.3 If a period of leave without pay exceeds fourteen days, the entire leave without pay will not count for service-based entitlements including long service, personal, annual leave or redundancy.

## **68. TRADE UNION LEAVE AND RECOGNITION**

- 68.1 Subject to operational requirements, paid leave of absence of up to five (5) days per calendar year, non-cumulative will be granted to one nominated union delegate from the HSU and one nominated union delegate from the NSWNMA, whose appointment has been formally advised to the Employer, to:
- (a) attend industrial relations training leave, ACTU or specific union training courses approved by the Union; &/or
  - (b) attend annual convention of the Union as an accredited delegate.
- 68.2 Reasonable notice of requests for such leave shall be given (but not less than 4 weeks) and prior approval shall be obtained from the facility.
- 68.3 In the event that such attendances create or potentially create operational difficulties at the facility, the facility will notify the Union of such difficulty.
- 68.4 Approval of such leave shall not be unreasonably withheld.
- 68.5 Leave of absence granted pursuant to this clause shall count as service for all purposes.
- 68.6 The recognised union delegate will be provided with:
- reasonable access to telephone, internet, email, facsimile, photocopying; and
  - a union notice board; 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.

## **69. DOMESTIC VIOLENCE LEAVE**

- 69.1 Domestic Violence leave will be granted in accordance with the Society's Policy on Domestic Violence once it is completed and formally implemented.

## **70. PUBLIC HOLIDAYS**

- 70.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 70.2 The employer may request an employee to work on a particular public holiday.
- 70.3 An employee who, without the consent of the employer or without reasonable cause (i.e. personal/carers leave), is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.
- 70.4 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so.
- 70.5 In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act.
- 70.6 This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays.
- 70.7 The parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 70.8 Public holidays shall be allowed to employees without loss of ordinary pay.

- 70.9 For the purposes of this Agreement, the following shall be deemed to be public holidays:
- (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;
  - (b) Any other day duly proclaimed and observed as a public holiday within the State or region in which the Employee is employed; and
  - (c) The next business day after the Boxing Day public holiday (Picnic Day)
- 70.10 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 70.8(a) above, then the substituted day or part-day is the public holiday.
- 70.11 Where, in accordance with subclause 70.8(a), less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.
- 70.12 The employer and employees may agree to substitute another day for a public holiday observed at subclause 70.8(a) above.
- 70.13 An employee who does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties (except broken shift allowances), weekend penalties, casual loading and part-time loading, as follows:
- Full-time Employees:**
- (a) Time and one half for all ordinary time worked in addition to the ordinary rate.
  - (b) Alternatively, if the employee elects, half-time extra for all time worked in addition to the ordinary rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
- Part-time Employees:**
- (c) Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay.
  - (d) Alternatively, if the employee elects, half-time extra for all time worked in addition to the ordinary rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
- Casual Employees:**
- (e) Double time and one-half the basic rate of pay for casuals for all time worked.
  - (f) Such payment shall be taken to be inclusive of and not in addition to the casual loading.
- 70.14 The election referred to in subclause 70.11 above is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.
- 70.15 An employee who, without the consent of the employer or without reasonable cause (i.e. personal/carers leave), is absent from the last rostered shift before or the first rostered shift after a public holiday is not entitled to any public holiday penalty rates for work performed on such public holiday.

## **PART 9 - STAFFING AND DEVELOPMENT**

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### **71. TRAINING**

- 71.1 Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- 71.2 Where practicable, training must be provided to Employees during their normal rostered hours of work. Where it is not:
- (a) Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
  - (b) The Employer must provide Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
  - (c) Where an Employee attends training they will be paid their basic periodic rate of pay and the Vehicle/Travelling Allowance (as per the Australian Tax Office rates) for the travel time that is in excess of the time normally taken for the Employee to attend work;
  - (d) Training must be arranged so that Full-Time Employees receive a minimum break as set out in Clauses 34 Tea Breaks and 35 Meal Breaks.
  - (e) Where practicable, similar arrangements should also be made available to all other Employees.
  - (f) Overtime will not apply where attendance at such training is outside the normal rostered working time of other than Full-Time Employees and where it interrupts the applicable eight or ten hour break between shifts.

### **72. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE**

- 72.1 The Employer is committed to providing and supporting training and educational opportunities to ensure that Employees are able to meet the Employer's best practice objectives.
- 72.2 Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.
- 72.3 Consistent with the above, Employees are entitled to up to five days paid study leave per year for courses related to work and approved by the Employer.
- 72.4 Such leave is not applicable to Casual Employees, will not accrue year to year and will be pro-rated for Part-Time Employees.
- 72.5 Approval by the manager for study leave must be granted prior to the Employee registering for formal courses of study, conferences or seminars.

## PART 10 – TERMINATION OF EMPLOYMENT

### 73. RESIGNATION

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

| Employee                        | Notice                          |
|---------------------------------|---------------------------------|
| Care Service Employee – Grade 5 | Four weeks                      |
| Casual Employee                 | To the end of the current shift |
| All other Employees             | Two weeks                       |

### 74. TERMINATION ON NOTICE

- 74.1 The Employer may terminate the Employee's employment by giving the following written notice, or payment in lieu, of such notice:

| Employee's period of continuous service     | Notice               |
|---|----------------------|
| Not more than 3 years                       | At least two weeks   |
| More than 3 years but not more than 5 years | At least three weeks |
| More than 5 years                           | At least four weeks  |

- 74.2 A Care Service Employee Grade 5 is entitled to four weeks' notice.
- 74.3 If the Employee is over 45 year of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional week's notice.
- 74.4 The Employer may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.

### 75. SUMMARY TERMINATION (WITHOUT NOTICE)

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

### 76. ABANDONMENT OF EMPLOYMENT

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

## 77. REDUNDANCY

77.1 Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.

77.2 Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment:

(a) Where the Employee is under 45 years of age:

| Minimum years of service      | Severance pay |
|-------------------------------|---------------|
| Less than 1 year              | Nil           |
| 1 year and less than 2 years  | 4 weeks pay   |
| 2 years and less than 3 years | 7 weeks pay   |
| 3 years and less than 4 years | 10 weeks pay  |
| 4 years and less than 5 years | 12 weeks pay  |
| 5 years and less than 6 years | 14 weeks pay  |
| 6 years and over              | 16 weeks pay  |

(b) Where the Employee is 45 years of age or over:

| Minimum years of service      | Severance pay  |
|-------------------------------|----------------|
| Less than 1 year              | Nil            |
| 1 year and less than 2 years  | 5 weeks pay    |
| 2 years and less than 3 years | 8.75 weeks pay |
| 3 years and less than 4 years | 12.5 weeks pay |
| 4 years and less than 5 years | 15 weeks pay   |
| 5 years and less than 6 years | 17.5 weeks pay |
| 6 years and over              | 20 weeks pay   |

77.3 The Employee is not entitled to notice (Clause 74 Termination on Notice) or severance pay where:



- (a) The Employee's position is redundant and the Employee is offered employment in another position comparable in status and remuneration to their position; or
- (b) Part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.

77.4 For the purposes of this clause "continuous service" means an Employee's service with the Employer during the whole of the period, including a period of authorised paid leave.



- 77.5 Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an Employee but are not to be taken into account.
- 77.6 For the purposes of this clause "Weeks pay" means the greater of:
- (a) The Employee's basic periodic rate of pay (excluding overtime), plus the following allowances (where applicable) broken shift allowance, shift and weekend work allowances, and sleepover allowance; or
  - (b) The Employee's average actual weekly earnings over the preceding twelve months from the date of termination.

**EXECUTED** by the parties

|  |  |
|--|--|
| <b>EXECUTED by THE EMPLOYER</b> by being signed by those persons who are authorised to sign on its behalf: |  |
|                           |  |
| Witness signature  | Name of Authorised Officer   |
| <b>Tony Smith</b>  | <b>Dianne Lucas</b>  |
| Name of Witness  | Position of Authorised Officer   |
| <b>14 Sep 2016</b>   | <b>2C West Street<br/>Lewisham NSW 2049</b>  |
| Date   | Address of Authorised Officer  |
|  | <b>14 September 2016</b>   |
|  | Date   |

|   |                                |
|---|--------------------------------|
| <b>EXECUTED by THE HEALTH SERVICES UNION</b> by being signed by those persons who are authorised to sign on its behalf: |                                |
|   |                                |
| Witness signature   | Name of Authorised Officer     |
|   |                                |
| Name of Witness   | Position of Authorised Officer |
|   |                                |
| Date  | Date                           |



|   |                                |
|---|--------------------------------|
| <b>EXECUTED</b> by <b>NEW SOUTH WALES NURSES' AND MIDWIVES' ASSOCIATION – NSW BRANCH</b> by being signed by those persons who are authorised to sign on its behalf: |                                |
|   |                                |
| Witness signature   | Name of Authorised Officer     |
|   |                                |
| Name of Witness   | Position of Authorised Officer |
|   |                                |
| Date  | Date                           |

|   |                                |
|---|--------------------------------|
| <b>EXECUTED</b> by the <b>Australian Nursing and Midwifery Federation (NSW Branch)</b> by being signed by those persons who are authorised to sign on its behalf: |                                |
|   |                                |
| Witness   | Name of Authorised Officer     |
|   |                                |
| Name of Witness   | Position of Authorised Officer |
|   |                                |
| Date  | Date                           |

## APPENDIX ONE – CLASSIFICATIONS

### 78. INTRODUCTION

- 78.1 All Employment Classifications have been placed into the relevant streams outlined below.
- 78.2 Where classification levels are divided up into increments, Employees may progress through these increments upon meeting the criteria.
- 78.3 The Employer must advise Employees of their Employment Classification at the commencement of this Agreement, at the start of their Employment, and upon appointment to a different Employment Classification.

### 79. CLASSIFICATION DESCRIPTORS

- 79.1 The following employment classifications and definitions apply to this Agreement:

| Care Service Employee  |                  |  |
|------------------------|------------------|--|
| Care Service Employee  | New Entrant      | Care Stream Support<br>Stream Maintenance Stream |
| Care Service Employee  | Grade 1          | Care Stream Support<br>Stream Maintenance Stream |
| Care Service Employee  | Grade 2          | Care Stream Support<br>Stream Maintenance Stream |
| Care Service Employee  | Grade 3          | Care Stream Support<br>Stream Maintenance Stream |
| Care Service Employee  | Grade 4, Level 1 | Care Stream Support<br>Stream Maintenance Stream |
| Care Service Employee  | Grade 4, Level 2 | Care Stream Support<br>Stream Maintenance Stream |
| Care Service Employee  | Grade 5          |  |
| Catering Officer       |                  |  |
| Diversional Therapist  |                  |  |
| Therapist              | Otherwise        |  |
| Maintenance Supervisor | Tradesperson     |  |
| Maintenance Supervisor | Otherwise        |  |

| Clerical & Administration          |         |
|------------------------------------|---------|
| Clerical & Administration Employee | Grade 1 |
| Clerical & Administration Employee | Grade 2 |
| Clerical & Administration Employee | Grade 3 |
| Clerical & Administration Employee | Grade 4 |
| Clerical & Administration Employee | Grade 5 |

| <b>Nursing</b>       |
|----------------------|
| Assistant in Nursing |
| Enrolled Nurse       |
| Registered Nurse     |

- 79.2 The Employment Classifications are not intended to, and do not constitute the full position descriptions for each position.
- 79.3 Position requirements, and not individual qualifications, will be the primary determination of an Employee's appropriate Employment Classification.

## **APPENDIX TWO – CARE SERVICES EMPLOYEES CLASSIFICATIONS**

### **80. CARE SERVICE EMPLOYEE NEW ENTRANT:**

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

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

### **81. CARE SERVICE EMPLOYEE GRADE 1:**

- 81.1 An Employee who has 500 hours work experience in the industry or who has, or can, demonstrate relevant prior experience, acceptable to the Employer, which enables the Employee to work effectively at this level.
- 81.2 A Junior Employee (less than 18 years) when classified at this grade may be paid as a New Entrant.
- 81.3 An Employee who works under limited supervision individually or in a team environment or on sleep-over.
- 81.4 Employees at this level work within established guidelines including compliance with documentation requirements as determined by the Employer.

- 81.5 In some situations detailed instructions may be necessary.
- 81.6 Indicative tasks an Employee at this level may perform are as follows:

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

## 82. CARE SERVICE EMPLOYEE GRADE 2:

- 82.1 Means an Employee with relevant experience who works individually or in a team environment.
- 82.2 They are responsible for the quality of their own work; subject to general supervision; including compliance with documentation requirements as determined by the Employer.
- 82.3 Indicative tasks an Employee at this level may perform are as follows:

|                    |   |
|--------------------|---|
| <b>Care Stream</b> | Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycaemia. recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist. |
|--------------------|---|

|                           |  |
|---------------------------|--|
| <b>Support Stream</b>     | Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.  |
| <b>Maintenance Stream</b> | Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an Employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report. |

### 83. CARE SERVICE EMPLOYEE GRADE 3:

- 83.1 Means an Employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the Employer and:
- (a) Is designated by the Employer as having the responsibility for leading and/or supervising the work of others; or
  - (b) Is required to work individually with minimal supervision and has been designated by the Employer as having overall responsibility for a particular function within the residential aged care facility.
- 83.2 An Employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such Employee requires the holding of a licence, the licence allowance from the applicable State Trades Award shall be paid.
- 83.3 Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the Employer and assist in the development of budgets.
- 83.4 Indicative tasks an Employee at this level may perform are as follows:

|                           |  |
|---------------------------|--|
| <b>Care Stream</b>        | Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.   |
| <b>Support Stream</b>     | Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.  |
| <b>Maintenance Stream</b> | Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis. |

**84. CARE SERVICE EMPLOYEE GRADE 4 (LEVEL 1) MEANS:**

- 84.1 An Employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate qualifications/experience acceptable to the Employer is required to act on them and:
- (a) Is designated by the Employer as having the responsibility for leading and/or supervising the work of others in excess of that required for a CSE 3; and
  - (b) Is required to work individually with minimal supervision.
- 84.2 Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the Employer.
- 84.3 Indicative tasks an Employee at this level may perform are as follows.

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

**85. CARE SERVICE EMPLOYEE GRADE 4 (LEVEL 2) MEANS:**

- 85.1 An Employee who is required to deliver medication to residents in residential aged care facilities:
- (a) Previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW); or
  - (b) In which more than 80% of places are "allocated high care places" as defined in the Aged Care Act 1997 (Cth).
- 85.2 An Employee at this level must hold the following qualifications, which may be varied from time to time by the relevant National Vocational, Education and Training Body:
- (a) An Certificate III in Aged Care Work (CHC30102); and
  - (b) An Certificate IV in Aged Care Work (CHC40102); and
  - (c) A medication module – "Provide Physical Assistance with Medication" (CHCCS303A); or
  - (d) Hold other appropriate qualifications acceptable to the Employer.
- 85.3 Employees at this level may be required to perform the duties of a CSE 4-Level 1

**86. CARE SERVICE EMPLOYEE GRADE 5**

- 86.1 This grade shall only apply to Employees having responsibility for supervision of the care service.
- 86.2 An Employee who may be required to have and use any additional qualifications than would be required for a Grade 4 Employee.
- 86.3 Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the Employer.

## **APPENDIX THREE – OTHER CLASSIFICATIONS**

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### **87. "MAINTENANCE SUPERVISOR (TRADESPERSON)"**

- 87.1 Means an Employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

### **88. "MAINTENANCE SUPERVISOR (OTHERWISE)"**

- 88.1 Means an Employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

### **89. MISCELLANEOUS**

- 89.1 Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 shall be reclassified in accordance with the new definitions of Care Services Employee.
- 89.2 Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this Agreement, and continue to be so paid whilst employed in the provision of recreational activities by their current Employer.
- 89.3 These Employees may be required to perform the duties of a Grade 3 Care Services Employee where they have the skill and competence to do so.

## **APPENDIX FOUR – CLERICAL & ADMINISTRATIVE CLASSIFICATIONS**

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### **90. GRADES**

- 90.1 All Employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the Employee and subsequent graded positions.
- 90.2 An Employee shall be graded in the grade where the principal function of his or her employment, as determined by the Employer, is of a clerical nature and is described in subclauses of this Appendix.

### **91. CLERICAL & ADMINISTRATIVE EMPLOYEE GRADE 1**

- 91.1 The Employee may work under direct supervision with regular checking of progress.
- 91.2 An Employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
- 91.3 Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

- 91.4 Indicative tasks a **Grade 1** Employee at this level may perform are as follows:
- (a) Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents
  - (b) Communication: Receive and relay oral and written messages; complete simple forms.
  - (c) Enterprise: Identify key functions and personnel; apply office procedures.
  - (d) Technology: Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files
  - (e) Organisational: Plan and organise a personal daily work routine.
  - (f) Team: Complete allocated tasks.
  - (g) Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

## **92. CLERICAL & ADMINISTRATIVE EMPLOYEE GRADE 2**

- 92.1 The Employee may work under routine supervision with intermittent checking.
- 92.2 An Employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
- 92.3 Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- 92.4 Indicative tasks a **Grade 2** Employee at this level may perform are as follows:
- (a) Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.
  - (b) Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.
  - (c) Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.
  - (d) Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce document from written text using standard format; shutdown equipment.
  - (e) Organisational: Organise own work schedule; know roles and functions of other Employees.
  - (f) Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.
  - (g) Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

## **93. CLERICAL & ADMINISTRATIVE EMPLOYEE GRADE 3:**

- 93.1 The Employee may work under limited supervision with checking related to overall progress.
- 93.2 An Employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.



- 93.3 An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.
- 93.4 Indicative tasks a **Grade 3** Employee at this level may perform are as follows:
- (a) Information Handling: Prepare new files; identify and process inactive files; record documentation movements.
  - (b) Communication: Respond to telephone, oral and written requests for information; draft routine correspondence; handle sensitive inquiries with tact and discretion.
  - (c) Enterprise: Clarify specific needs of client/other Employees; provide information and advice; follow-up on client/Employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.
  - (d) Technology: Maintain equipment; train others in the use of office equipment; select appropriate media; establish document structure; produce documents.
  - (e) Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.
  - (f) Team: Clarify tasks to achieve group goals; negotiate allocation of tasks; monitor own completion of allocated tasks.
  - (g) Business Financial: Reconcile accounts to balance; prepare bank reconciliations; document and lodge takings at bank; receive and document payment/takings; dispatch statements to debtors; follow up and record outstanding accounts; dispatch payments to creditors; maintain stock control records.

**94. CLERICAL & ADMINISTRATIVE EMPLOYEE GRADE 4:**

- 94.1 The Employee may be required to work without supervision, with general guidance on progress and outcomes sought.
- 94.2 Responsibility for the organisation of the work of others may be involved.
- 94.3 An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- 94.4 An Employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.
- 94.5 Indicative tasks a **Grade 4** Employee at this level may perform are as follows:
- (a) Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.
  - (b) Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.
  - (c) Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements.

- (d) Technology: Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.
- (e) Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.
- (f) Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.
- (g) Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

## 95. CLERICAL & ADMINISTRATIVE EMPLOYEE GRADE 5:

- 95.1 The Employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- 95.2 An Employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific.
- 95.3 The Employee may receive assistance with specific problems.
- 95.4 An Employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- 95.5 Indicative tasks a **Grade 5** Employee at this level may perform are as follows:
  - (a) Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.
  - (b) Communication: Obtain data from external sources; produce reports; identify need for documents and/or research.
  - (c) Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.
  - (d) Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.
  - (e) Organisational: Organise meetings; plan and organise conference.
  - (f) Team: Draft job vacancy advertisement; assist in the selection of staff; plan and allocate work for the team; monitor team performance; organise training for team.
  - (g) Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

## 96. HIGHER WAGE RATES

- 96.1 Any Employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.
  - (a) Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998

State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current Employer.

## **APPENDIX FIVE – NURSES CLASSIFICATIONS**

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### **97. ASSISTANT IN NURSING**

- 97.1 Means a person, other than a registered nurse, trainee or enrolled nurse or Care Service Employee who is employed in nursing duties in a residential aged care facility.

### **98. ENROLLED NURSE**

- 98.1 Means a person enrolled by the Board as such but who is not “authorised to administer medications” by the Board.

### **99. REGISTERED NURSE**

- 99.1 Means a person registered by the Board as such.

### **100. RECOGNITION OF SERVICE AND EXPERIENCE**

- 100.1 The Employer will recognise service and experience that is of a similar nature with another Employer to the Employee’s current employment with the Employer for the purposes of classifying Employees in Employment Classifications where there are progression criteria.
- 100.2 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.
- 100.3 The Employee’s new classification will apply from the date the evidence is received by the Employer.
- 100.4 The Employee’s classification will be back-dated for prior service if the evidence is received by the Employer within three months of the Employee’s initial engagement.
- 100.5 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.
- 100.6 An Employee seeking recognition of training outside New South Wales must make application for registration within seven days after being notified that the Employee is eligible for registration.
- 100.7 For the purpose of yearly progression based on service and experience an Employee must complete 1976 hours of work.

## APPENDIX SIX –PAY RATES

### 101. PAY RATES - GENERAL

- 101.1 Hourly Pay Rates for Permanent Employees, Residential Aged Care (NSW).  
101.2 These are permanent employees' rates of pay only and are not inclusive of any casual loadings that apply to casual employees.

### 102. CARE SERVICES EMPLOYEE PAY RATES

| Care Services Employee | First full pay period on or after 1 April 2016 | First full pay period on or after 1 July 2016 | First full pay period on or after 1 July 2017 | First full pay period on or after 1 July 2018 |
|------------------------|--|---|---|---|
| New Entrant            |  |   |   |   |
| - Junior               | \$17.7942                                      | \$18.2391                                     | \$18.6950                                     | \$19.1624                                     |
| - Adult                | \$18.3128                                      | \$18.7706                                     | \$19.2399                                     | \$19.7209                                     |
| Grade 1                | \$20.7760                                      | \$21.2954                                     | \$21.8278                                     | \$22.3735                                     |
| Grade 2                | \$22.6428                                      | \$23.2089                                     | \$23.7891                                     | \$24.3838                                     |
| Grade 3                | \$23.4206                                      | \$24.0061                                     | \$24.6063                                     | \$25.2214                                     |
| Grade 4 Level 1 Year 1 | \$24.6522                                      | \$25.2685                                     | \$25.9002                                     | \$26.5477                                     |
| Grade 4 Level 2 Year 1 | \$27.4655                                      | \$28.1521                                     | \$28.8559                                     | \$29.5773                                     |
| Grade 4 Level 2 Year 2 | \$28.1137                                      | \$28.8165                                     | \$29.5370                                     | \$30.2754                                     |
| Grade 4 Level 2 Year 3 | \$28.7619                                      | \$29.4809                                     | \$30.2180                                     | \$30.9734                                     |
| Grade 5 From           | \$28.5675                                      | \$29.2817                                     | \$30.0137                                     | \$30.7641                                     |
| Grade 5 To             | \$42.3095                                      | \$43.3672                                     | \$44.4514                                     | \$45.5627                                     |

### 103. MAINTENANCE PAY RATES

| Maintenance Supervisor         | First full pay period on or after 1 April 2016 | First full pay period on or after 1 July 2016 | First full pay period on or after 1 July 2017 | First full pay period on or after 1 July 2018 |
|--------------------------------|--|---|---|---|
| (Otherwise)                    | \$24.4837                                      | \$25.0958                                     | \$25.7232                                     | \$26.3663                                     |
| (Otherwise) In charge of staff | \$25.0152                                      | \$25.6406                                     | \$26.2816                                     | \$26.9386                                     |
| (Tradesperson)                 | \$26.5581                                      | \$27.2221                                     | \$27.9026                                     | \$28.6002                                     |

#### 104. CLERICAL AND ADMINISTRATIVE PAY RATES

| <b>Clerical and Administrative (Adults)</b> | First full pay period on or after 1 April 2016 | First full pay period on or after 1 July 2016 | First full pay period on or after 1 July 2017 | First full pay period on or after 1 July 2018 |
|---|--|---|---|---|
| Grade 1                                     | \$22.4353                                      | \$22.9962                                     | \$23.5711                                     | \$24.1604                                     |
| Grade 2                                     | \$23.7837                                      | \$24.3783                                     | \$24.9877                                     | \$25.6124                                     |
| Grade 3                                     | \$25.1837                                      | \$25.8133                                     | \$26.4586                                     | \$27.1201                                     |
| Grade 4                                     | \$26.3117                                      | \$26.9695                                     | \$27.6437                                     | \$28.3348                                     |
| Grade 5                                     | \$27.5042                                      | \$28.1918                                     | \$28.8966                                     | \$29.6190                                     |

#### 105. NURSES PAY RATES

- 105.1 These pay rates mirror the pay rates in the *Public Health System Nurses and Midwives' (State) Award 2015*.
- 105.2 The pay rates for July 2017 and July 2018 are minimum pay rates.
- 105.3 If the pay rates in the *Public Health System Nurses and Midwives' (State) Award 2015* as amended are higher than the nurses pay rates in this agreement, then the higher pay rates in the *Public Health System Nurses and Midwives' (State) Award 2015* as amended shall apply and replace the July 2017 and July 2018 pay rates in this agreement .

#### 106. ASSISTANT IN NURSING PAY RATES

| <b>Assistant in Nursing</b> | First full pay period on or after 1 April 2016 | First full pay period on or after 1 July 2016 | First full pay period on or after 1 July 2017 | First full pay period on or after 1 July 2018 |
|-----------------------------|--|---|---|---|
| 1st Year                    | \$21.0737                                      | \$21.6000                                     | \$22.0320                                     | \$22.4726                                     |
| 2nd Year                    | \$21.7447                                      | \$22.2895                                     | \$22.7353                                     | \$23.1900                                     |
| 3rd Year                    | \$22.4316                                      | \$22.9921                                     | \$23.4519                                     | \$23.9209                                     |
| 4th Year and Thereafter     | \$23.1211                                      | \$23.7000                                     | \$24.1740                                     | \$24.6575                                     |

#### 107. ENROLLED NURSE PAY RATES

| <b>Enrolled Nurse</b> | First full pay period on or after 1 April 2016 | First full pay period on or after 1 July 2016 | First full pay period on or after 1 July 2017 | First full pay period on or after 1 July 2018 |
|-----------------------|--|---|---|---|
| 1st Year              | \$26.4342                                      | \$27.0951                                     | \$27.6370                                     | \$28.1897                                     |
| 2nd Year              | \$26.9947                                      | \$27.6696                                     | \$28.2230                                     | \$28.7875                                     |
| 3rd Year              | \$27.5684                                      | \$28.2576                                     | \$28.8228                                     | \$29.3993                                     |
| 4th Year              | \$28.1500                                      | \$28.8538                                     | \$29.4309                                     | \$30.0195                                     |
| Thereafter            | \$28.7184                                      | \$29.4364                                     | \$30.0251                                     | \$30.6256                                     |

## 108. REGISTERED NURSE PAY RATES

| Registered Nurse        | First full pay period on or after 1 April 2016 | First full pay period on or after 1 July 2016 | First full pay period on or after 1 July 2017 | First full pay period on or after 1 July 2018 |
|-------------------------|--|---|---|---|
| 1st Year                | \$29.3237                                      | \$30.0579                                     | \$30.6591                                     | \$31.2723                                     |
| 2nd Year                | \$30.9184                                      | \$31.6921                                     | \$32.3259                                     | \$32.9724                                     |
| 3rd Year                | \$32.5132                                      | \$33.3263                                     | \$33.9928                                     | \$34.6727                                     |
| 4th Year                | \$34.2263                                      | \$35.0816                                     | \$35.7832                                     | \$36.4989                                     |
| 5th Year                | \$35.9263                                      | \$36.8237                                     | \$37.5602                                     | \$38.3114                                     |
| 6th Year                | \$37.6184                                      | \$38.5579                                     | \$39.3291                                     | \$40.1157                                     |
| 7th Year                | \$39.5500                                      | \$40.5395                                     | \$41.3503                                     | \$42.1773                                     |
| 8th Year and Thereafter | \$41.1789                                      | \$42.2079                                     | \$43.0521                                     | \$43.9131                                     |

## 109. TRANSITIONAL ARRANGEMENTS

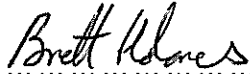
109.1 Registered Nurses employed at the time of the making of this agreement shall notwithstanding clause 100.7 transition effective from the first full pay period on or after 1 April 2016, to the *Public Health System Nurses and Midwives' (State) Award 2015 classification and pay rates as follows:*

Registered Nurse Year 1 \$30.3361 transition to Year 2 \$30.9184  
Registered Nurse Year 2 \$32.1901 transition to Year 3 \$32.5132  
Registered Nurse Year 3 \$34.1475 transition to Year 4 \$34.2263  
Registered Nurse Year 4 \$36.2347 transition to Year 6 \$37.6184  
Registered Nurse Year 5 \$38.6235 transition to Year 7 \$39.5500  
Registered Nurse Year 5<sup>1</sup> \$38.6235 transition to Year 8 \$41.1789

<sup>1</sup> Where the employee has been on Year 5 for more than 12 months, they qualify for transition to Year 8.

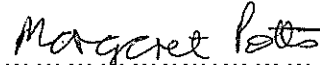
## APPENDIX SEVEN –ALLOWANCES

| Item No. | Clause No. | Description   | Per    | Nurses Only (X) | FFP on or after 1/7/16 | FFP on or after 1/7/17 | FFP on or after 1/7/18 |
|----------|------------|---|--------|-----------------|------------------------|------------------------|------------------------|
| 1        | 37         | Broken Shift<br>(hour of ordinary pay per shift)  | Shift  |                 | 0.5                    | 0.5                    | 0.5                    |
| 2        | 45         | In charge of residential aged care facility less than 100 beds  | Shift  | (X)             | \$48.98                | \$49.96                | \$50.96                |
| 3        | 45         | In charge of residential aged care facility, 100 beds or more   | Shift  | (X)             | \$62.62                | \$63.87                | \$65.15                |
| 4        | 45         | In charge of section  | Shift  | (X)             | \$32.66                | \$33.31                | \$33.98                |
| 5        | -          | Uniform   | Week   | (X)             | \$7.42                 | \$7.57                 | \$7.72                 |
| 6        | -          | Shoes   | Week   | (X)             | \$2.31                 | \$2.36                 | \$2.41                 |
| 7        | -          | Cardigan or Jacket  | Week   | (X)             | \$2.22                 | \$2.26                 | \$2.31                 |
| 8        | -          | Laundry   | Week   | (X)             | \$6.19                 | \$6.31                 | \$6.44                 |
| 9        | 47         | On call   | Day    | (X)             | \$28.55                | \$29.12                | \$29.70                |
| 10       | 47         | On call during meal break   | Period | (X)             | \$14.05                | \$14.33                | \$14.62                |
| 11       | 50         | Continuing Education Allowance:<br>RN Postgraduate Certificate (not a hospital certificate)                                 | Period | (X)             | \$37.03                | \$38.69                | \$39.46                |
| 12       | 50         | Continuing Education Allowance:<br>RN Postgraduate Diploma or Degree (not nursing undergraduate)                            | Week   | (X)             | \$56.89                | \$58.03                | \$59.19                |
| 13       | 50         | Continuing Education Allowance:<br>RN Master's Degree or Doctorate  | Week   | (X)             | \$68.68                | \$70.05                | \$71.45                |
| 14       | 50         | Continuing Education Allowance:<br>EN Certificate IV qualification (unless upgrades the qualification leading to enrolment) | Week   | (X)             | \$28.19                | \$28.75                | \$29.33                |
| 15       | 50         | Continuing Education Allowance:<br>EN Advanced Diploma of Nursing   | Week   | (X)             | \$33.83                | \$34.51                | \$35.20                |



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

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



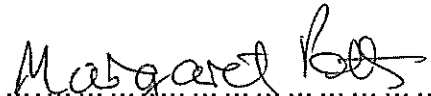
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo



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

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



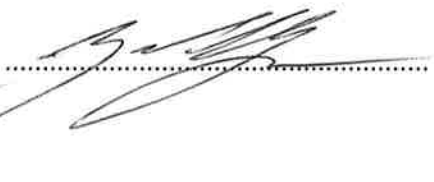
WITNESS

Margaret Mary Potts  
50 O'Dea Ave, Waterloo

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



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

A black ink signature of Gerard Hayes, consisting of a large, stylized 'G' followed by a series of loops and a horizontal line.

Gerard Hayes  
Secretary

Health Services Union NSW Branch  
Level 2, 109 Pitt Street  
SYDNEY NSW 2000

A blue ink signature of Angela Nigro, featuring a large, stylized 'A' followed by a series of loops and a horizontal line.

WITNESS

Angela Nigro CPA  
(9284335)

Level 2, 109 Pitt Street  
SYDNEY NSW 2000

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



Wednesday, 14 September 2016

Commissioner Gregory  
Fair Work Commission  
GPO Box 1994  
Melbourne VIC 3001

Telephone: (02) 9568 0262  
Facsimile: (02) 9550 9383

Email: [vinnies@vinnies.org.au](mailto:vinnies@vinnies.org.au)  
Website: [www.vinnies.org.au](http://www.vinnies.org.au)  
Donation Hotline: 13 18 12

## UNDERTAKING

Reference: AG2016/4860

Application for approval of the Frederic House Enterprise Agreement 2016

Dear Commissioner

I am writing in response to an email received from the Fair Work Commission by the St Vincent de Paul Society NSW (the Society) and copied to the Health Services Union (HSU) and NSW Nurses and Midwives Association (NSWNMA) dated 12 September 2016 in regard to the above application. That email provided notification that the above application was allocated to you for your consideration and that the Commissioner has raised some concerns with the application.

As authorising officer for the Society with delegated authority to do so, I hereby provide this written undertaking to address the concerns raised by the Commission in relation to the above application:

- Undertaking 1: **Individual Flexibility Arrangement:** In relation to the Individual Flexibility Arrangement at Clause 29 of the Agreement, the Society does not object to the model flexibility term set out in the Fair Work Regulations to be taken to be a term of the Agreement in accordance with Section 202(4) of the *Fair Work Act 2009*.
- Undertaking 2: **Rates of Pay:** In relation to the rates of pay for an entry level aged care services employee at a junior and adult level falling between 3.08% and 0.26% respectively below the award minimum in the agreement, these rates are in fact redundant and have not, and will not be used as the Society does not employ at this level. Accordingly the New Entrant – Junior and Senior level will be removed from the classification and pay rates table at Clause 102 of the agreement.

These undertakings are supported by the HSU and the NSWNMA. Accordingly, I trust these written undertakings will satisfy the above concerns raised by the Commissioner and as the sole employer, I now sign this undertaking in accordance with the *Fair Work Regulations 2009*, in particular, regulation 2.07, which states: "*For subsection 190(5) of the Act, an undertaking relating to an enterprise agreement must be signed by each employer who gives the undertaking.*"

Yours sincerely,

Dianne Lucas  
Deputy Chief Executive Officer

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## Schedule 2.2—Model flexibility term

(regulation 2.08)

### Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
  - (a) the agreement deals with 1 or more of the following matters:
    - (i) arrangements about when work is performed;
    - (ii) overtime rates;
    - (iii) penalty rates;
    - (iv) allowances;
    - (v) leave loading; and
  - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
  - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
  - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
  - (a) is in writing; and
  - (b) includes the name of the employer and employee; and
  - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
  - (d) includes details of:

- (i) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (5) The employer or employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if the employer and employee agree in writing—at any time.