

**Mann Healthcare Pty Ltd**

**SUE MANN'S NURSING & COMMUNITY CARE  
EMPLOYEE COLLECTIVE AGREEMENT  
2007**



## **1 Arrangement**

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## **2 Title**

- 2.1 The Agreement will be known as the **Sue Mann's Nursing & Community Care Employee Collective Agreement 2007** ("The Agreement").

## **3 Parties Bound**

- 3.1. The parties to the Agreement shall be Mann Healthcare Pty Ltd (ACN 098 114 464) trading as Sue Mann's Nursing & Community Care ("SMNCC", the "Employer" or the "Company")

and

all Employees ("Health Care Workers") who perform home/community nursing care and incidental services and whose classifications are identified in Appendix A of the Agreement.

- 3.2. The Agreement shall not apply to employees who are also directors of Mann Healthcare Pty Ltd.

## **4 Application and Date**

- 4.1 The Agreement will operate from the first full pay period commencing on or after the 1<sup>st</sup> of July 2007 subsequent to lodgement with the Office of the Employment Advocate (OEA) and will remain in force for five (5) years and thereafter or until varied or rescinded in accordance with the *Workplace Relations Act 1996* (the "Act").

- 4.2 This Agreement constitutes an Employee Collective Agreement within the meaning of *Part 8 Division 2* of the Act.

The Agreement and any attached Schedules set out the terms and conditions upon which the Employees whose classifications appear in Appendix A shall be engaged for work by SMNCC and consequential contractual employment related obligations some of which extend beyond the termination of employment.

This Agreement as varied from time to time, constitutes the whole Agreement between these Employees and the Employer. Unless specifically contained in this Agreement, no other explicit terms and conditions of any other contract of employment, Agreement, Award or transitional instrument and orders of any Industrial Relations Commission relating to the operations and/or employment in the industries and/or industrial pursuits governed by this Agreement prescribed in the *Act* including any Protected award conditions (as prescribed in Part 8 Division 7 of the Act) apart from a Confidentiality Deed, shall apply. The Deed shall not form part of this Agreement.

The Agreement will continue to apply notwithstanding an Employee may gain a temporary or substantive increase in remuneration arising from a transfer, relieving opportunity or promotion to a higher grade position contained within the Agreement. The new applicable remuneration and position requirements and responsibilities shall be those confirmed in a letter of appointment or similar document/notice from SMNCC.

Where any policy, code or procedure or other administrative arrangements are mentioned in this Agreement, the terms thereof are explicitly not incorporated into the Agreement.

## 5 Objectives of the Agreement

5.1 Our Agreement is established on a high level of trust, loyalty, professionalism and the shared objective to deliver high quality care to all SMNCC clients.

5.2 In particular, our Agreement:

- embraces the SMNCC philosophy of providing personalised and professional community care to meet the client's and their carers' individual needs and enhance their quality of life through a flexible delivery of services;
- seeks to ensure SMNCC remains an industry leader through the adoption of continuous improvement and quality based systems;
- enhances job satisfaction, employment security and remuneration for the employees by providing a framework to improve productivity and continuity in client care through a flexible delivery of quality and holistic community care;
- contributes to achieving the development and promotion of a safe, risk free and non-discriminatory culture in SMNCC that strives to achieve an environment where all injuries are preventable and ensures co-operation between the parties to achieve ongoing improvements in occupational health and safety against agreed performance indicators.

## 6 Engagement

6.1 Employees will be required to perform their duties conscientiously, in good faith and exercising all due care, skill and diligence to fulfill their professional standards and duty of care.

6.2 Given the variable nature of the client base and services provided, there is no guarantee that a minimum hours requirement will always be met due to unforeseen circumstances. If this occurs, SMNCC shall not be liable for paying any shortfall in hours or other related entitlements.

**Full time employees** are those employees engaged to work an average of 38 hours per week.

**Part time employees** will be advised of their core hours on a fortnightly basis of employment. This may vary from time to time due to client and operational needs. These core hours will be less than an average of 38 hours per week.

**Casual employees** are those employees engaged on an hourly basis and appointed as such. Casual employees are considered as a supplementary workforce working without the expectation of permanent work. There will be a minimum payment of one hour per engagement.

On each occasion that the employee is engaged by the Employer, the Agreement shall govern the terms and conditions of that engagement. The Agreement provides no guarantee or obligation that the Employer will re-engage a casual employee after the last engagement.

**Probationary Employees** are those employees who have not previously been employed by SMNCC on a full-time or part time basis. Probationary Employees will initially be engaged on the basis of probationary period of 200 (two hundred) hours remunerated work time.

During the probationary period the Employer or the Employee has the right to terminate the employment without recourse with 1 (one) weeks notice. The purpose of the probationary period is to ascertain the suitability and capability of the parties to work together.

This probationary period may be extended for up to an additional 200 actual work hours by notice in writing if the Employer is reasonably satisfied that the Employee is yet to establish their suitability for employment with the Employer.

## **7 Duties and Responsibilities**

7.1 Employees will diligently and faithfully perform all the duties and responsibilities of their employment in accordance with the position description. Employees also undertake to:

- devote the whole of their working time and attention, and use their best endeavours, to deliver quality client care and further the Company's reputation; and
- to observe all lawful directions, orders, instructions and policies (as varied from time to time) of the Company.

7.2 It is understood that due to the changing industry environment and our clients' dynamic needs, there is a need for workplace flexibility. Therefore, an Employee's position description may need to change to reflect that environment during the life of the employment relationship.

7.3 Given the geographic dispersion of our clients, we will work together as a team to best match the types of services required with the location of the employee and the client to minimise travel. Due to unforeseen circumstances such as absenteeism or urgent client requirements, employees may be required to engage in additional travel to respond to the clients' needs. This factor to engage in additional travel is included in the aggregated hourly rate.

## **8. LEGAL OBLIGATIONS**

The following provisions relate to the contract of employment and identify some essential requirements of employment and conditions of engagement. More specific obligations and legal requirements may be contained in a common law Deed between the Employee and the Employer.

### **8.1 Confidentiality**

In carrying out duties under this Agreement, Employees are required to develop good professional relationships with clients and other services that refer clients to SMNCC.

In developing close contacts with clients and customers, Employees gain an intimate knowledge of the business affairs and interests of the Employer and related entities, those clients. The Employer is entitled to the benefit of such contacts, relationships, goodwill and knowledge. The terms of this Agreement, the Deed and the associated

employment contract provides that Employees must not exploit this knowledge to the detriment and cost of the company, for the benefit of any other person or company or, for their personal benefit during and after their employment with the company. Nor must they encourage other employees to do the same.

- It is a condition of employment that Employees agree to be bound by the terms of a Confidentiality Deed attached to the Employees Letter of Appointment. The Deed shall not form part of this Agreement.
- Employees must ensure full compliance with the National Privacy Principles and Health Sector Guidelines. The Employer will make available a copy of these guidelines at all times on request.
- Employees shall not disclose any of the dealings, transactions of the Employer, whether actual or contemplated, which have or may come to their knowledge whilst employed by the Employer unless required to do so by law.
- Employees acknowledge their responsibilities under the *Corporations Act* pertaining to “no improper use of inside (the Employer or client) information”, and “no gain by improper use of position”.
- Unless expressly authorised by the Employer, Employees are prohibited from dealing or communicating with the media (of whatever kind) without written approval from management.
- Employees shall only contact clients, their carers and other customers for specific work-related purposes. Employees should not provide clients and customers with their own personal contact details except with the Employer’s express consent. All communication is to be made through the Employer.

This requirement shall continue after the termination of employment with the Employer.

- The above requirements do not prevent Employees from discussing this Agreement and other employment related agreements with their advisors.

## **8.2 Intellectual Property**

In accepting employment with the Employer, Employees acknowledge that ownership and license of all intellectual property, all copyright, design or invention developed in pursuance of the terms of employment or utilised while working with the Employer, rests solely with the company.

## **8.3 Return of Documentation and Property**

Upon the termination of employment, or at any time on the request of the Employer, Employees will immediately deliver to the Employer all documents in what ever form which were prepared by or on behalf of the Employer or a client, which are in their care, custody or control (including those documents containing the confidential information) and all other property belonging to the Employer.

The Employer will be entitled to withhold any payment that may be due to an Employee (to the extent permissible by the law) until such time as they have returned to the

Employer all of its property.

The above requirements under this clause will survive expiry or termination of this Agreement and your employment with the Employer.

#### **8.4 Performance of Duties and Obligation of Good Faith**

Employees must use all their best endeavours to promote and enhance the interests, business, profitability and reputation of the Employer and must not intentionally do anything which may be harmful to the Employer.

Whilst employed they must not:

- have or permit to exist any conflict of interest between themselves and the Employer unless they have at the earliest opportunity declared all the circumstances creating the conflict of interest to their Manager and obtained the Employer's consent in writing to the existence of that conflict;
- undertake any other business or profession, be an employee or agent for reward of any other business or person or assist or have any interest in any other business or profession without the consent in writing of the Employer obtained through their Manager; or
- during or after their employment, divulge any information about the business affairs or trade secrets of the Employer in circumstances in which it could be expected to harm the interests of the Employer.

#### **8.5 Security**

To protect the safety and security of staff and clients, Employees must comply with all security procedures/policies and immediately report any suspicious activity.

#### **8.6 Legal Action**

Employees must immediately notify the Employer and any relevant persons if they become a party to a criminal investigation, are charged with a criminal offence, become aware of any offence being committed against the Employer, its clients or employees, become bankrupt or lose their drivers licence.

#### **8.7 Gifts**

Gifts can only be accepted in accordance with the "Employee Responsibilities – HR 4" Policy.

#### **8.8 Checks/Certification**

Employees may be required to undergo police criminal, child protection and other checks from time to time.

The possession of all valid current licences, nursing registration (where applicable) and First Aid Certificate is an essential condition of employment. It is the Employee's responsibility to ensure that this employment condition is met. The Employee shall meet all costs associated with maintaining their licences and registration. It is also the Employee's responsibility to immediately advise their Manager as soon as they become aware of anything that does or might result in them having such a licence/registration

rejected, withdrawn, suspended or being subjected to conditions on its issue, renewal or use.

Failure by an Employee to renew any license/certification required to carry out their work may result in them being stood down without pay or other action as determined by the Employer.

## **9 STAND DOWN**

9.1 In the unlikely event that we cannot find alternative work/location for an Employee as a result of an unforeseen circumstance beyond the control of either party or the client, the Employee may be stood down without pay (after exhausting any accrued time in lieu or leave) for the duration of such interruption.

9.2 An Employee may be suspended without pay to enable the prompt investigation by the Employer or other Authority of any allegation of serious misconduct. Where an Employee is exonerated as a result of such an investigation, they shall be reimbursed the hours they would have worked during the period of suspension.

## **10 Remuneration**

### **Aggregated Hourly Rate**

10.1.1 The aggregated hourly rate of pay shall be in accordance with the wage schedules in Appendix B. The aggregated hourly rates contained in Appendix B shall be reviewed annually by the Employer. This review will take into account Employees continuing contribution to:-

- financial position of the business
- provision of professional quality care to clients
- team work, cooperation

10.2 Unless specified otherwise, the aggregated hourly rates of pay are inclusive of all penalties, overtime, loadings, additional payments and allowances associated with shift, overtime, weekend work and work on all public holidays.

10.3 The aggregated hourly rate for full-time and part time employees is inclusive of a loading in lieu of annual leave loading.

10.4 An Employee shall not receive a payment for public holidays when rostered off as this has been included in the aggregated rate of pay.

10.5 No other payments shall be made unless specifically prescribed in this Agreement or in a Letter of Appointment.

10.6 Remuneration will be paid fortnightly, by electronic funds transfer, into a bank account nominated by the Employee and agreed to by the Employer.

This is dependant on an Employee providing accurate and timely pay sheets in accordance with Company policy. Payment of wages may be delayed until such time as SMNCC receives the appropriate completed timesheets and associated billing /care documentation from the Employee.



10.7 Employees engaged as casuals shall receive an aggregated hourly rate commensurate with their grading in accordance with Appendix B. This rate fully incorporates entitlements to all forms of leave (including public holidays) and all other allowances and penalties included but not limited the casual loading.

10.8 Employees may be paid an aggregated hourly rate at the level of work allocated to them by SMNCC and for which they possess the appropriate professional qualifications and competence that are required to be safely performed.

Employees may be paid at a combination of aggregated hourly rates for one day depending upon the nature and level of care required and allocated by SMNCC to be provided to the variety of clients for that day. Health Care Workers where capable, shall be able to work in grades attracting lower remuneration and whilst in that classification, be paid at the rate applicable to the lower classification.

10.9 Where Health Care Workers are allocated to perform a mixture of functions, for example, a combination of Health Care Work Level 1, 2, 3 or 4 over one day, the travel time shall be based at the rate for which the majority of the time was worked on that day.

10.10 An Employee is also obliged to immediately bring to the attention of the Employer any overpayment of any entitlement including wages. Agreement shall be reached as to the repayment of an overpayment over a reasonable period of time. The Employee authorises the Employer to deduct any outstanding overpayments from future payments that have been brought to their attention from the Employee's final pay.

## **11 Staff and Team Meetings**

11.1 All staff attendance at consultative committees, such as occupational health and safety and quality management, and staff / team meetings may be paid as defined in the Letter Appointment.

## **12 Uniforms**

12.1 Uniforms shall be provided in accordance with the Employer's policy.

12.2 An Employee shall not receive any separate or additional payment for laundering expenditure, as a component for this has been included in the aggregated hourly rate.

## **13 Sleepovers**

13.1 A sleepover is a non-active period of duty where an Employee is available to be called to active duty whilst sleeping at the place of work. Where the Employer requires an Employee to sleepover during the course of his or her Employment, the following shall apply:

13.1.1 The Employee shall receive a sleepover allowance of \$100.00 (as full payment inclusive of any rate in Appendix B) for each sleepover period of up to 10 hours which may include necessary active duties within this period;

- 13.1.2 A sleepover shall consist of 10 continuous hours and any time before or after the 10 hours shall be paid at the appropriate hourly rate.
- 13.1.3 If, during the course of the sleepover period the Employee is needed for active duty more than four (4) times, the period of the sleepover the employee was active shall be treated as active duty and the Employee shall be paid at the aggregated hourly rate as set out in the Agreement; and
- 13.2 Where an Employee is required to provide 24 hour care for a client, they will receive a fixed maximum payment of \$210.00 for the whole period of care, inclusive of all other rates expressed in Appendix B.
- 13.3 In the case of sleepovers and twenty-four (24) hour care, the Employer shall take all reasonable steps to enable the Employee to sleep or live in at the premises.
- 13.4 The Employee shall be responsible for managing their fatigue. They must have sufficient rest to ensure they can continue to safely and effectively work and travel. If any doubt arises, they must immediately advise their manager.

#### **14 Living Away from Home Allowance**

- 14.1 SMNCC will endeavour to arrange for an Employee required to live away from home, with a client, to be supplied with three (3) meals per day by the client's carer / guardian.
- 14.2 If meals are not supplied, a reimbursement of up to \$30.00 per day shall be paid by the Employer for reasonable expenses incurred. Arrangements must be mutually acceptable.

#### **15 Hours of Work**

- 15.1 The major focus of the employer is to provide a flexible, timely, comprehensive and professional service to our clients that meets their needs whenever reasonably required.
- 15.2 Flexibility in relation to starting and finishing times is required by both parties to the Agreement to take into account emergencies, seasonal factors and the needs of the Employer, Employee and clients.
- 15.3 In the event that the Employee is unable to provide the community services at a previously agreed time, the Employee shall provide their relevant manager with such notice as is sufficient to obtain relief. The Employee shall provide at least twelve (12) hours notice of inability to work unless exceptional circumstances prevail.
- 15.4 If agreement on commencement and finishing times cannot be reached, the Employer has the right to set or vary the commencement and finish times to suit the operational requirements of the Employer.
- 15.5 As part of our collaborative working environment, work outside of normal weekday hours will be wherever possible and practicable, evenly shared by all Employees with the relevant competencies as determined by management.

The spread of such working hours is factored within the aggregated hourly rate levels of the Agreement.

**16 Additional Hours of Duty**

- 16.1 'Additional Hours' is defined as hours in any eight-week roster in excess of 304 hours per eight-week cycle and excludes sleepovers.
- 16.2 Additional hours will be calculated on an eight-week cycle. Employees may be required to work a reasonable number of additional hours by arrangement between Employees, or Employee and Employer. All additional hours worked will be paid at ordinary time.

**17 Abandonment of Employment**

- 17.1 Employees absent from work for a period of two consecutive rostered days without the consent of the Employer or without notification to the Employer shall be deemed to have terminated employment without notice, unless the Employee was unable, through no fault of their own, to notify the employer.
- 17.2 The Employer will take reasonable steps to contact the employee.

**18. Leave Provisions (Excluding Casuals)**

- 18.1 The minimum leave provisions shall be those prescribed by the *Australian Fair Pay and Condition Standard* in *Part 7* of the *Act*. The following leave provisions shall be read in conjunction with the *Standard* and any SMNCC policies and shall not diminish these minimum requirements.
- 18.2 Part time employees shall be entitled to the following leave on a pro rata basis.

**18.3 Annual Leave**

- 18.3.1 Employees are entitled to 4 weeks annual leave per year. Employees would normally be expected to take this leave.

18.3.2 Notice for Annual Leave Application

The Employer and the Employee will seek to reach agreement on the taking of annual leave at a mutually convenient time. The employee shall provide a minimum of four weeks written notice on the appropriate leave form to enable management to arrange alternative coverage of work. In the absence of agreement the Employer will give at least fourteen days notice of the commencement of leave or part of leave which is due to the Employee.

In accordance with s233 of the Act, during a 12 month period, an Employee may request in writing the opportunity to cash in no more than 1/26 of the nominal hours worked by the employee in lieu of their annual leave entitlement accrued after 27 March 2006.

**18.4 Personal (Sick)/Carer's Leave**

- 18.4.1 Permanent full-time employees are entitled to 10 days leave per year with an additional 2 days unpaid carer's leave if this is exhausted.
- 18.4.2 The application of this leave shall be in accordance with the *Act* and SMNCC policies.

18.4.3 SMNCC may require an Employee to attend a medical practitioner of SMNCC choice in relation to their ongoing fitness and capacity to work, sick leave or where they have made a claim for workers compensation and/or are in receipt of workers compensation benefits. The costs of such attendance will be covered by SMNCC.

### **18.5 Compassionate Leave**

18.5.1 Employees shall be entitled to 2 days paid compassionate leave for each permissible occasion in accordance with the guarantee provided in the *Act*.

### **18.6 Parental Leave**

18.6.1 Permanent employees are entitled to unpaid Parental Leave as prescribed in the *Act*.

### **18.7 Public Holidays**

18.7.1 Public holidays shall be those holidays defined as such in the *Act*.

### **18.8 Long Service Leave**

18.8.1 For the purposes of this clause, the service of an Employee with SMNCC means the period during which the Employee has served with their Employer under an unbroken contract of employment.

18.8.2 An Employee who has completed at least ten years continuous service with the Employer shall be entitled to two months paid long service leave. An Employee may, with the agreement of the Employer, request to cash out their entitlement to long service leave.

18.8.3 After each five years' continuous service with the Employer has been completed, since last becoming entitled to an amount of long service leave, the Employee will be entitled to 1 months paid long service leave. An Employee may, with the agreement of the Employer, request to cash out their entitlement to long service leave. Any long service leave accumulated after fifteen years continuous service will be paid out on a pro-rata basis on termination.

18.8.4 For the purposes of this clause, the service of an Employee with SMNCC means the period during which the Employee has served with their Employer under an unbroken contract of employment.

18.8.5 An Employee who has completed at least ten years continuous service with the Employer shall be entitled to two months paid long service leave.

An Employee may, with the agreement of the Employer, request to cash out their entitlement to long service leave.

18.8.6 After each following five years' continuous service with the Employer has been completed, since last becoming entitled to an amount of long service leave, the Employee will be entitled to 1 months paid long service leave. An Employee may, with the agreement of the Employer, request to cash out their entitlement to long service leave. Any long service leave accumulated after fifteen years continuous service will be paid out on a pro-rata basis on termination.

18.8.7 In the case of an Employee who has completed at least five (5) years but less than ten (10) years continuous service with SMNCC and whose employment is terminated by the Employer for any cause other than serious or wilful misconduct or, by the Employee on account of illness, incapacity or domestic or any other pressing necessity where such illness, incapacity or necessity is of such nature as to justify such termination; or by the death of the Employee; an employee (or their estate) will be entitled to long service leave proportionate to an amount on the basis of two months for ten years service.

18.8.8 An employee will be entitled to long service leave proportionate to an amount on the basis of two months for ten years service.

18.8.9 For the purposes of this clause one month equals four and one third weeks.

## **19 Training**

19.1 The employer requires all employees to attend the following training specified by SMNCC funding sources:

- Manual handling / OH&S
- Fire Safety

19.2 The Employer will pay course costs for the above compulsory courses and all employees and will remunerated as per the attendance sheet in accordance with Company policy.

19.3 Health Care Workers Level 1, 2, 3 and 4 will be required to complete a minimum of 20 hours staff and professional development and further education.

The Health Care Workers will complete this further development in their own time. The costs of the course / seminar may be reimbursed by the Employer and will be approved on an individual basis.

## **20 Superannuation**

20.1 The Employer will contribute superannuation payments on behalf of the employee to a Fund that conforms to the Commonwealth Government superannuation legislation.

20.2 The amount of contribution will be in terms of Commonwealth Government legislation as varied from time to time. The present amount of contribution is 9.00% of the employee's gross wage.

20.3 The employee shall choose the Health and Community Services Industry Fund (HESTA) unless otherwise approved by management. The number of Funds nominated by an Employee will be restricted to one only.

20.4 Employees may elect to contribute additional superannuation from their wages. The parties may agree on a legitimate salary sacrifice system.

## 21 Performance & Conduct

Employees will be bound by the following Company policies which may change from time to time. The policies include, but are not limited to:

- POL HR 1 Recruitment and Selection
- POL HR 2 Diversity Management
- POL HR 3 Fair Treatment
- POL HR 4 Employee Responsibilities
- POL HR 5 Performance Appraisal
- POL HR 6 Training & Education
- POL HR 7 Occupational Health & Safety Policy
- POL HR 8 Infection Control

## 22 Termination of Employment

22.1 Either party may terminate the employment contract at any time by giving the other party the required period of notice specified below.

The period of notice may be reduced or set aside by mutual written consent of the parties.

22.2 The notice of termination period **by the Employer** shall be:

Years of Service	Years 0 – 1	Years 1 – 3	Years 3 – 5	Over 5
Required Notice	1 week	2 weeks	3 weeks	4 weeks

Employees 45 years and over who have completed at least two (2) years continuous service with the Employer will receive one (1) additional weeks pay.

22.3 The notice of termination by the Employer shall not apply in the following circumstances:

22.3.1 Where an incoming Employer offers to continue the employment of the Employee;

22.3.2 Where the Employer transfers employees to a related Employer and ensures continuity of service of the Employees so transferred;

22.3.3 Where employment is terminated as a consequence of serious misconduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty, or in the case of casual and temporary (eg client specific) employees, apprentices or trainees engaged for a specific period of time or for a specific task or tasks;

22.3.4 Where the Employer has found alternative work for the Employee;

22.4 For Employees who are rostered to work for less than 38 hours per week averaged over an average eight week shift cycle the 'weekly' rate for the purpose of this and the following clause shall be the average weekly ordinary rostered hours for the preceding six months.

- 22.5 The Employer may make payment of ordinary wages in lieu of the period of notice specified above to the Employee and the employment with the Employer shall expire from the time the advice of termination is provided.
- 22.6 Casual employees shall receive one hour's notice of termination.
- 22.7 The notice of termination period **by the Employee** shall be:
- 22.7.1 Two weeks notice in writing except Health Care Workers Level 1 performing the duties associated with the role of a Case Manager.
- 22.7.2 Health Care Workers Level 1 performing the duties associated with the role of a Case Manager are required to provide a minimum of four weeks notice to SMNCC to minimise distribution to clients and maintain continuity of care by ensuring a smooth transition of the replacement Case Manager.
- 22.8 If the Employee fails to give the required notice, or having giving the required notice, leaves before the end of the notice period, the Employee forfeits the entitlement to any monies owing to the Employee except to the extent that those monies exceed the ordinary wages for the period of notice.
- 22.9 Employees employed on a casual basis shall be required to give one (1) hour's notice of termination.
- 22.10 Employees on probation shall be required to give one (1) week's written notice of termination.
- 22.11 Nothing in the Agreement affects SMNCC rights to dismiss an Employee without notice for serious misconduct and or negligence, and an Employee so dismissed shall only be entitled to be paid for the time worked up to the time of dismissal.

## **23 Redundancy**

- 23.1 An Employee's job is considered to be redundant if SMNCC has made a definite decision that the job is no longer required and will not be done by any person.
- 23.2 Where possible, the Employer will consult with Employees likely to be affected by a redundancy, and may attempt to obtain re-employment opportunities for effected Employees.
- 23.3 An Employee who has received notice of termination due to redundancy, may terminate their employment during this period of notice, and shall be entitled to the same redundancy payment had he or she remained until the expiry of such notice. However, such Employee shall not be entitled to payment in lieu of notice.
- 23.4 **Severance Pay**
- 23.5 The redundancy provisions of severance payment do not apply in any of the following circumstances:
- 23.5.1 The Employer employs less than 15 full time equivalent employees;
- 23.5.2 A lease, franchise or license or like agreement under which the Employer operates is terminated without notice or with insufficient notice to comply with this provision;
- 23.5.3 Where an incoming Employer offers to continue the employment of the Employee;

- 23.5.4 Where the Employer transfers Employees to a related Employer and ensure continuity of service of the Employees so transferred;
- 23.5.5 Employees with less than one year's full time (38 hours per week) continuous service. The general obligation on the Employer should be no more than to give relevant employees an indication of the impending redundancy at the first reasonable opportunity and to take such steps as may be reasonable to facilitate the obtaining by the Employees of suitable alternative employment;
- 23.5.6 Where employment is terminated as a consequence of serious conduct that justifies instant dismissal, including malingering, inefficiency, misconduct or neglect of duty, or in the case of casual and temporary employees, apprentices or trainees engaged for a specific period of time or for a specific task or tasks;
- 23.5.7 Cessation of an apprenticeship, traineeship or other casual, probationary or fixed term employment relationship;
- 23.5.8 Where the Employee has found alternative employment;
- 23.5.9 Where the employer has found alternative work for the employee;
- 23.6 In addition to the period of notice prescribed in the previous clause, an Employee whose employment is terminated by reason of redundancy shall also be entitled to the following severance pay:

<b>Service</b>	<b>Severance Payment</b>
Less than 1 year	Nil
1 year and up to completion of 2 years	4 weeks pay
2 year and up to completion of 3 years	6 weeks pay
3 year and up to completion of 4 years	7 weeks pay
4 years and over	8 weeks pay

- 23.7 The provisions of this clause to not apply to casual employees.



## 24 Fair Treatment Procedures

24.1 This procedure will ensure grievances or disputes are resolved quickly, fairly and without disruption to SMNCC operations:

### 24.2 Issues Resolution:

**Step 1** - The Employee should in the first instance, where appropriate, advise the colleague of the issue that concerns them whether it be work or personally related. If this is not possible, they should discuss the matter with their immediate manager who must make every effort to resolve the matter quickly and effectively.

**Step 2** - If the issue is not resolved satisfactorily at step 1, the staff member is encouraged to elevate their complaint by requesting a formal meeting with the next senior manager. They may also wish to take another SMNCC Employee to this meeting to assist them.

**Step 3** - Again, if the matter is not resolved to the satisfaction of the staff member involved at this point, the issue may be taken up with the Human Resources Manager, or an SMNCC executive.

**Step 4** - If the matter cannot still be resolved at this level, the parties may refer the matter to an agreed third party conciliator (assisted/facilitated conciliation) or mediator. In each instance where external mediation is required, each party shall pay an equal share of any costs of the third party assistance.

Or

**Step 4B**- If the matter is not resolved to the satisfaction of the staff member involved at this point, the issue may be taken up with the company's CEO. This is the final step and the decision of the company CEO will be final.

24.3 While SMNCC and the Employee attempt to resolve the grievance or dispute, work will continue as directed by SMNCC unless the Employee has a reasonable concern about an imminent risk to his or her health and safety. Even with this 'reasonable concern' but subject to relevant provisions of the applicable OHS laws, the Employee must not reasonably fail to comply with an instruction by SMNCC to perform other available work. Available work may be at the same workplace or another reasonably accessible workplace. Such work must be safe and appropriate for the Employee to perform.

24.4 An Employee or their representative/agent shall not commence legal action against SMNCC for any alleged breach of an entitlement/benefit of this Agreement or other applicable employment instrument or legislation until there has been a genuine and reasonable effort in good faith to mutually resolve the difference in accordance with the above procedures.

## APPENDIX A - Classifications

Level	Description
<b>Health Care Worker Level 1 – Level A</b> <b>(Case Manager)</b>	<p>Registered Nurse (thereafter classification) who remains registered by the Board as a general nurse and is competent to perform those duties with SMNCC as defined by the relevant position description.</p> <p>The duties performed may be delivered to an individual or a group within the community and may include people with a disability or illness as well as people who are frail and aged.</p>
<b>Health Care Worker Level 1 – Level B</b>	<p>Registered Nurse who remains registered by the Board as a general nurse and is competent to perform those duties with SMNCC as defined by the relevant position description.</p> <p>The duties performed may be delivered to an individual or a group within the community and may include people with a disability or illness as well as people who are frail and aged.</p>
<b>Health Care Worker Level 2</b>	<p>Enrolled Nurse who remains enrolled by the Board as such and is competent to perform those duties with SMNCC as defined by the relevant position description.</p> <p>The duties performed may be delivered to an individual or a group within the community and may include people with a disability or illness as well as people who are frail and aged.</p>
<b>Health Care Worker Level 3 – Level A</b>	<p>Assistant In Nursing – Level A who holds a Certificate III or above in Aged care / disability and is competent to perform those duties with SMNCC as defined by the relevant position description.</p> <p>The duties performed may be delivered to an individual or a group within the community and may include people with a disability or illness as well as people who are frail and aged.</p>
<b>Health Care Worker Level 3 – Level B</b> <b>(Community Care Assistant)</b>	<p>Community Care Assistant (CCA) who performs duties of a simple and varied nature, related to the services provided by the employer, such as respite care, social support, domestic assistance, escorted shopping and bill paying.</p>
<b>Health Care Worker Level 4</b>	<p>Domestic Assistant who performs competent and professional domestic cleaning services for clients within the community.</p>
<b>Trainee</b>	<p>A person engaged by SMNCC who works in accordance with an Australian Traineeship or other government related employment scheme</p>

"Board" means the Nurses' Registration Board of New South Wales appointed under the provisions of the Nurses' Act 1991.

**APPENDIX B - Rates of Aggregated Pay and Allowances from 01/07/2007****Health Care Worker Level Remuneration – Full-time and permanent part-time employees**

Level	Description	Rate per week	Rate per hour
Level 1	Registered Nurse – Level A	\$1292.00 per week	\$34.00 per hour
	Registered Nurse – Level B	\$1007.00 per week	\$26.50 per hour
Level 2	Enrolled Nurse	\$885.00 per week	\$22.50 per hour
Level 3	Assistant In Nursing – Level A	\$798.00 per week	\$21.00 per hour
	Community Care Assistant – Level B	\$651.61 per week	\$17.15 per hour

**Note:** The above aggregated hourly rates apply to full time and permanent part-time employees. They are inclusive of all penalties, payments, allowances, overtime, and leave loading provisions provided in the NAPSA.

**Health Care Worker Level Remuneration – Casual employees**

Level	Description	Rate per hour
Level 1	Registered Nurse – Level A	\$36.50 per hour
	Registered Nurse – Level B	\$28.50 per hour
Level 2	Enrolled Nurse	\$24.75 per hour
Level 3	Assistant In Nursing – Level A	\$23.10 per hour
	Community Care Assistant – Level B	\$18.90 per hour
Level 4	24 Hour Carer	\$210.00 per 24 hour
	Sleepover	\$100.00
	Living Away Home Allowance	Up to \$21.00 per day
	Travel allowance to Escort client in staff member's own private motor vehicle – as per company guidelines	50 cents per kilometre
Level 4	Domestic Assistant	\$17.50 per hour

**Note:** The above aggregated hourly rates apply to casual employees. They are inclusive of all loadings, penalties, payments, allowances, overtime, leave and leave loading provisions provided in the award.