



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Salvation Army (NSW) Property Trust As Trustee For The Social Work, The Salvation Army (QLD) Property Trust As Trustee For The Social Work T/A The Salvation Army
(AG2022/4965)

THE SALVATION ARMY AGED CARE NSW, ACT AND QUEENSLAND ENTERPRISE AGREEMENT 2022

Aged care industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 8 FEBRUARY 2023

Application for approval of The Salvation Army Aged Care NSW, ACT and Queensland Enterprise Agreement 2022.

[1] An application has been made for approval of an enterprise agreement known as *The Salvation Army Aged Care NSW, ACT and Queensland Enterprise Agreement 2022* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Salvation Army (NSW) Property Trust As Trustee For The Social Work, The Salvation Army (QLD) Property Trust As Trustee For The Social Work T/A The Salvation Army. The Agreement is a single enterprise agreement.

[2] The Employer 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. The undertakings are taken to be a term of 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 Australian Nursing and Midwifery Federation, the Health Services Union and the Australian Workers' Union being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers these organisations.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 15 February 2023. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4965

Applicant: The Salvation Army (NSW) Property Trust & The Salvation Army (QLD) Property Trust

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Jude Gibson, General Manager Workplace Relations have the authority given to me by The Salvation Army (NSW) Property Trust and The Salvation Army (QLD) Property Trust (collectively known as The Salvation Army) to give the following undertakings with respect to The Salvation Army Aged Care NSW, ACT and Queensland Enterprise Agreement 2022 ("the Agreement"):

BOOT - Aged Care Award

Undertaking 1-5 applies to the Agreement employees whose relevant Award is the Aged Care Award

1. Notwithstanding clause 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee for overtime at the applicable percentage of the employee's base wage rate, as follows:
 - i. Mon – Fri: 187.5% (first 2 hours) and 250% thereafter
 - ii. Sat-Sun: 250%
 - iii. Public Holiday: 312.5%The rates prescribed in this clause will be in substitution for and not cumulative upon:
 - i. the casual loading in clause 12.2c and 12.3c and;
 - ii. the amounts prescribed for overtime in clauses 12.2(d) and 12.3(d).
2. Notwithstanding clause 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee covered by the Aged Care Award the following:
 - i. 175% on Saturdays and
 - ii. 200% for Sundays
 - iii. 275% for public holidaysThe rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.
3. Afternoon and Night Shift – The Salvation Army must pay a casual employee covered by the Aged Care Award the following:
 - i. 135% for afternoon shifts commencing after 10.00 am and before 1 pm
 - ii. 137.5% for afternoon shifts commencing on or after 1 pm and before 4 pm
 - iii. 135% for night shifts commencing on or after 4 am and before 6 am
 - iv. 140% for night shifts commencing on or after 4 pm and before 4 am

4. A day worker is an employee who regularly works between 6.00 am and 6.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
5. The Salvation Army must pay an employee for all overtime worked on a Saturday at the rate of double-time, despite clause 16.4(a).

BOOT - Health Professionals Award

Undertaking 6-10 applies to the Agreement employees whose relevant Award is the Health Professionals Award

6. The Salvation Army confirms that the rates of pay for Health Professionals across all levels will be lifted to 5% above the corresponding Award rate.
7. The Salvation Army undertakes that casual employee - Queensland employed under the Health Professionals Award will:
 - a. Apply the following penalties for casuals in Queensland in excess of 38 hours per week or 76 hours per fortnight or 10 hours per day:
 - i. Mon - Fri: 187.5% (first 2 hours) and 250% thereafter
 - ii. Sat-Sun: 250%
 - iii. Public Holiday: 312.5%

The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.

8. The Salvation Army undertakes that casual employee employed under the Health Award will:
 - i. Apply the weekend penalty loading of 175% on Saturdays and
 - ii. 200% for Sundays

The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.

9. A day worker is an employee who regularly works between 6.00 am and 6.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
10. Given that rates have been lifted to 5% above the award rate the Salvation Army undertakes to ensure that appropriate shift penalties are applied under the Health Professional Award for shift workers outside the span of hours.

BOOT - Nurses Award

Undertaking 11-16 applies to the Agreement employees whose relevant Award is the Nurses Award

11. The Salvation Army must pay a Student Enrolled Nurse in the 1st year 10% more than the Nurses Award 2020 base rate for a student enrolled nurse who is 21 years of age and over.
12. Afternoon and Night Shift - Notwithstanding clauses 12.2, 12.3, 17.1 (a-d) and 17.1(g) of the Agreement, The Salvation Army must pay a casual employee covered by the Nurses Award at the applicable percentage of the employee's base wage rate, as follows:
 - i. 135% for an afternoon shift commencing on or after 10 am and before 12 pm
 - ii. 137.5% for an afternoon shift commencing on or after 12 pm and before 4 pm
 - iii. 140% for a night shift commencing on or after 4 pm and before 4 am on the following day
 - iv. 135% for a night shift commencing at or after 4 am and before 6 am
13. Notwithstanding clauses 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee covered by the Nurses Award for overtime at the applicable percentage of the employee's base wage rate, as follows:
 - i. Mon – Fri: 187.5% (first 2 hours) and 250% thereafter
 - ii. Sat-Sun: 250%
 - iii. Public Holiday: 312.5%The rates prescribed in this clause will be in substitution for and not cumulative upon:
 - i. the casual loading in clause 12.2c and 12.3c and;
 - ii. the amounts prescribed for overtime in clauses 12.2(d) and 12.3(d).
14. Notwithstanding clauses 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee who is a Registered Nurse or an Enrolled Nurse for work in ordinary time at the applicable percentage of the employee's base wage rate, as follows:
 - i. 175% for Saturday
 - ii. 200% for Sunday
 - iii. 275% for public holidaysThe rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.
15. The Salvation Army must pay a casual employee employed in the classification of Assistant in Nursing, Student Enrolled Nurse or Nurse undergoing pre-registration assessment for work in ordinary time at the applicable percentage of the employee's base wage rate, as follows:
 - i. 187.5% for Saturday
 - ii. 218.75% for Sunday
 - iii. 275% for public holidays

The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.

16. A day worker is an employee who regularly works between 6.00 am and 6.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

BOOT - SCHADS Award

Undertaking 17-20 applies to the Agreement employees whose relevant Award is the SCHADS Award

17. The base wage rate for a Grade 1 home care employee is:

- i. \$25.00 per hour from the first full pay period on or after 1 July 2022 and;
- ii. \$25.88 per hour from the first full pay period on or after 1 July 2023; despite Table 2 of Schedule B.

18. A day worker is an employee who regularly works between 6.00 am and 8.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Friday.

19. The Salvation Army must pay weekend penalties in accordance with SCHADS Award clause 26.1 and 26.4.

20. The span for a sleepover will be a continuous period of 8 hours, despite any other term of this Agreement. The employer may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work.

These undertakings are provided on the basis of issues raised by the ANMF and the Fair Work Commission in the application before the Fair Work Commission.

Name: Jude Gibson

Signature: 

Title: General Manager Workplace Relations

6 February 2023

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



Aged Care

The Salvation Army Aged Care NSW, ACT and Queensland Enterprise Agreement 2022

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PART 1 – PRELIMINARIES

1. INTRODUCTION

This Agreement is made under section 172 of the *Fair Work Act 2009*.

- (a) The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (b) The employer will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (c) It is the intention of this Agreement that the Unions will be covered by this Agreement.

2. TITLE

This Agreement shall be known as The Salvation Army Aged Care NSW, ACT and Queensland Enterprise Agreement 2022 and throughout is referred to as “this Agreement”.

3. PARTIES BOUND

This Agreement shall be binding according to its terms upon the following:

- (a) The Salvation Army (NSW) Property Trust as Trustee for the Social Work;
- (b) The Salvation Army (QLD) Property Trust as Trustee for the Social Work;
- (c) HSU New South Wales Branch;
- (d) Australian Nursing and Midwifery Federation;
- (e) The Australian Workers' Union;
- (f) all those employees of the employer performing work within the classifications contained in this Agreement and employed in New South Wales, Queensland or the Australian Capital Territory, who are working in a residential aged care facility, independent living unit, community care services, or carer support services; and
- (g) all employees employed in classifications contained in Schedule A - Nurses' Employment Classifications, who are employed by The Salvation Army in any NSW Recovery Services operated by The Salvation Army.

4. COMMENCEMENT

The Agreement will commence seven days after the date of approval by the Fair Work Commission.

5. EXPIRY

- 5.1 This Agreement will nominally expire on 30 June 2024.
- 5.2 The employer agrees that discussions regarding bargaining for a new Agreement shall commence no later than three months prior to the expiry date of this Agreement.

6. DEFINITIONS

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement:

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

Base rate of pay (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, overtime, penalty rates or any other similar separately identifiable amounts.

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.

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.

Employment classifications mean those set out in Schedule A to this Agreement and shall apply as if they had been reproduced in full in this clause.

FWC means Fair Work Commission.

Full day means a 24-hour period.

Immediate family means:

- (a) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

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

Ordinary pay includes: the base rate of pay and any applicable over-agreement payments for ordinary hours of work. It does not include shift or weekend penalties.

Regulations means the regulations associated with the *Fair Work Act 2009* (as amended from time to time).

SG means Superannuation Guarantee.

Union or Unions means the employee associations listed in Clause 3 - Parties Bound.

7. AGREEMENT FLEXIBILITY

7.1 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 in relation to:

- (i) the timing of breaks;
- (ii) time off in lieu of overtime; and
- (iii) penalty rates.

It is anticipated that any agreement would result from the employee requiring the change to accommodate personal circumstances. Any such change will not financially disadvantage other employees.

(b) overtime and penalty rates in respect to CSE 5, DDON and DON;

(c) the inclusion of allowances in base salary; and

(d) the inclusion of leave loading in base salary.

7.2 The employer and the individual employee must have genuinely made the agreement without coercion or duress.

7.3 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 7.1; and
- (b) result in the employee being better off overall than the employee would have been if no individual flexibility agreement had been agreed to.

7.4 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 the 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.
- 7.5 The employer must give the individual employee a copy of the agreement within 14 days after it is agreed and keep the agreement as a time and wages record.
- 7.6 Except as provided in subclause 7.4(a), the agreement must not require the approval or consent of a person other than the employer and the individual employee.
- 7.7 An employer seeking to enter into an agreement must provide a written proposal to the employee. 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.
- 7.8 The agreement may be terminated:
- (a) by the employer or the individual employee giving 28 days' 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.
- 7.9 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.

8. NATIONAL EMPLOYMENT STANDARDS

- 8.1 It is the intention of this Agreement that the NES, as they may be varied from time to time, shall apply to the employees on the subjects of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 8.2 Where the NES provide, or are 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.

9. NO EXTRA CLAIMS

The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

10. AVAILABILITY OF AGREEMENT

The employer must ensure that copies of this Agreement and 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.

PART 2 – ENGAGEMENT

11. EMPLOYEE ENGAGEMENT

11.1 Full-Time Employees: A full-time employee is one who works an average of 38 hours per week.

11.2 Part-Time Employees:

- (a) 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.
- (b) 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.
- (c) Reasonable additional hours may be worked in accordance with Clause 13 – Hours.
- (d) Review of Part-Time Hours: At the request of an employee, the hours worked by the employee will be reviewed every six months. Where the employee's average hours worked per fortnight in the six fortnights before their review request are more than their guaranteed minimum number of hours, the employer must offer the employee a variation to their employment contract in which their guaranteed minimum hours are increased to the aforementioned average number. The employer undertakes to send out quarterly communications to encourage part-time employees to request an increase of

their guaranteed hours. The hours worked in the following circumstances will not be incorporated in the adjustment:

- (i) 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
 - (ii) 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.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in subclause 11.2(d) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.3 Casual Employees:

- (a) 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.

(b) Casual Conversion

- (i) 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, excluding hours where the casual has covered absences of permanent staff expected to return to work. 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.
- (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
- (iii) Casual conversion operates in conjunction with subclause 8.2 where in the event that the National Employment Standards are more generous, then this subclause 11.3 will be superseded.

11.4 Supported Wage System Employees:

- (a) Employees, except those employed in nursing classifications, who are assessed as eligible for a supported wage may be employed in accordance with the

provisions of the Supported Wage Schedule in the Aged Care Award 2010, as varied from time to time.

11.5 Recognition of Service and Experience

- (a) From the time of commencement of employment an employee has three 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.
- (b) Until such time as the employee furnishes any such documentation contemplated in subclause (a), the employer shall pay the employee at the level for which proof has been provided.
- (c) If within three 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.
- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three 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.
- (e) 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.
- (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.
- (g) For the purpose of yearly progression based on service and experience an employee must complete 1,786 hours of work.

11.6 Re-grading of Employee Classification

- (a) 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.

- (b) An application for re-grading by an employee must be made in writing.
- (c) The employer must respond to the request in writing within three weeks, indicating whether the application is approved or denied. An application will not be unreasonably denied. Where denied the response must provide reasons.
- (d) 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:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
 - (ii) are permanent or temporary; and/or
 - (iii) 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).

11.7 National Criminal History Record Check

- (a) 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.
- (b) The employer will pay the cost of renewal of Police Checks for employees required to undergo such checks.
- (c) For new employees, the employer will pay the cost of the initial Police Check before employment commences.

12. PAY AND PAYMENT

12.1 Full-Time and Part-Time Employees

- (a) The base rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in the Tables in Schedule B to this Agreement.
- (b) **Full-Time Employees** have the benefit of all of the other entitlements set out in this Agreement.
- (c) **Part-Time Employees** have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

12.2 Casual Employees - New South Wales and Australian Capital Territory

- (a) Subclause 12.2 applies only to employees employed in New South Wales or the Australian Capital Territory.
- (b) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in the Tables in Schedule B to this Agreement.
- (c) In addition to the base rates of pay, casual employees will be paid a casual loading of 25% in order to compensate them for other benefits to which they are not entitled (e.g. paid annual leave, paid personal/carer's leave).
- (d) Overtime, weekend, minimum break and public holiday penalties are to be paid to casual employees and such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this subclause.
- (e) A casual employee will be paid weekday shift penalties calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (f) Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- (g) Clauses that do not apply to casual employees include: Clause 14 – Rosters, Clause 20 - Annual Leave and Clause 27 - Repatriation Leave.

12.3 Casual Employees – Queensland

- (a) Subclause 12.3 applies only to employees employed in Queensland.
- (b) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in the Tables in Schedule B to this Agreement.
- (c) In addition to the base rates of pay, casual employees will be paid a casual loading of 25% in order to compensate them for other benefits to which they are not entitled (e.g. paid annual leave, paid personal/carer's leave).
- (d) A casual employee will be paid overtime penalties and weekday/weekend shift, public holiday and minimum break penalties calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (e) Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- (f) Clauses that do not apply to casual employees include: Clause 14 – Rosters; Clause 20 - Annual Leave and Clause 27 - Repatriation Leave.

12.4 Trainees

Trainees, except those employed in nursing classifications, shall be employed in accordance with the provisions of the National Training Wage Schedule as found in the modern award that covers their employment.

12.5 Payment of Wages

- (a) Wages shall be paid fortnightly or where mutually agreed, monthly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (c) Where the services of an employee are terminated, all moneys owing shall be paid, within three working days of the last day of employment.
- (d) Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

12.6 Particulars of Wages

- (a) On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the *Fair Work Regulations 2009* replicated below):
 - (i) the employer's name; and
 - (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and

- (vii) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) the employee's annual leave entitlement; and
 - (ix) the Australian Business Number (if any) of the employer.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
- (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
- (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
- (e) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
- (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.

12.7 Remuneration Packaging

The employer will actively promote and assist employees with remuneration packaging. Where agreed between the employer and an employee, the employer may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

- (a) The employer shall ensure that the structure of any package complies with taxation and other relevant laws.

- (b) The employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement.
- (c) The employer shall advise the employee in writing of their right to choose payment of that salary referred to in subclause (b) above instead of a remuneration package.
- (d) The employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in subclause (e) below shall continue to apply.
- (e) When determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation.
- (f) A copy of the agreement shall be made available to the employee.
- (g) The employee shall be entitled to inspect details of the payments made under the terms of this agreement.
- (h) The configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer.
- (i) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and employee, any unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements.
- (j) Remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay, whichever is greater.
- (k) Where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months' notice of the proposed change.
- (l) In the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with subclause (b) above. Any outstanding benefit shall be paid on or before the date of termination.

- (m) Any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

13. HOURS

13.1 Reasonable Additional Hours

All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause. From time to time, employees may be required to work a reasonable amount of additional hours. All additional hours worked will be paid in accordance with this Agreement.

An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):

- (a) any risk to employee health and safety from working the additional hours;
- (b) the employee's personal circumstances, including family responsibilities;
- (c) the needs of the workplace or enterprise in which the employee is employed;
- (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
- (e) any notice given by the employer of any request or requirement to work the additional hours;
- (f) any notice given by the employee of their intention to refuse to work the additional hours;
- (g) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
- (h) the nature of the employee's role, and the employee's level of responsibility;
- (i) whether the additional hours are in accordance with averaging terms included under section 63 of the Act, in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64 of the Act; and
- (j) any other relevant matter.

13.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week.
- (b) The hours of work prescribed in subclause (a) may be arranged as follows:
 - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than 10 days in the fortnight; or
 - (ii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
 - (iii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days with the twentieth day taken as an accrued paid day off (ADO); or
 - (iv) as otherwise agreed in writing between the employer and the employee.
- (c) Each employee shall be entitled to not less than four full days in each fortnight free from duty, or by agreement, two full days in each week free from duty (rostered days off), and such rostered days off shall be consecutive, unless otherwise agreed.
- (d) Each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks) provided that an employee shall not work more than seven consecutive shifts unless the employee so requests, and the employer agrees.
- (e) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.
 - (i) A Director of Nursing shall be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
 - (ii) If any of the days mentioned in subclause (i) cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
 - (iii) A Director of Nursing shall, where practicable, inform the employer by giving not less than seven days' notice of the days they propose to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.
- (f) The employer will ensure there is provision for handover at the commencement of each shift between staff who are directly involved in delivering ongoing resident

care. This may include registered nurses and/or care staff for the purpose of communicating any changes to a residents' health status and associated needs.

13.3 Minimum Starts

- (a) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.
- (b) Part-time employees shall receive a minimum payment of three hours for each start.
- (c) Casual employees shall receive a minimum payment of three hours for each start.
- (d) Part-time home care employees and casual home care employees shall receive a minimum payment of two hours for each engagement.

13.4 Allocated Days Off (ADO)

- (a) A full-time employee whose ordinary hours of work are arranged in accordance with subclause 13.2(b)(iii) shall be entitled to an ADO in each cycle of 28 days. The ordinary hours of work on each of those days shall be arranged such that three minutes (0.05hrs) of every hour worked shall accumulate towards the employee's allocated day off duty on pay.
- (b) A full-time employee's ADO shall be determined by mutual agreement between the employee and the employer. Such ADO shall, where practicable, be consecutive with the rostered days off. Provided that ADOs shall not be rostered on public holidays.
- (c) Where the employer and the employee agree, up to five ADOs may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
- (d) No time towards an ADO shall accumulate during periods of workers compensation, unpaid parental leave, long service leave, any period of unpaid leave or annual leave.
- (e) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carer's leave. Where an allocated day off duty falls during a period of personal/carer's leave, the employee's available sick leave shall not be debited for that day.
- (f) Employees entitled to ADOs shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with Clause 18 - Public Holidays.
- (g) An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.

- (h) By agreement with the employer an employee may cash out any accumulated ADOs at ordinary pay.

13.5 Broken Shifts

- (a) An employee may by mutual agreement with the employer work broken shifts at any time for any duration; however, an employee may be required to work broken shifts in home care.
- (b) A broken shift for the purposes of this subclause 13.5 means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours.
- (c) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (d) Where a broken shift is worked, the employee will receive an allowance equivalent to half an hour of their ordinary pay per shift.
- (e) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 17 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (f) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
- (g) Subclause 13.5 - Broken Shifts does not apply to employees in nursing classifications.

14. ROSTERS

- 14.1 (a) The employer shall display on a roster, in a place conveniently accessible to employees:
 - (i) the ordinary hours of work for each employee;
 - (ii) each sleepover; and
 - (iii) ADOs where applicable.
- (b) The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to subclause (c).
- (c) In the case of home care employees, alternative means of communicating the roster and changes to the roster, such as telephone communication, direct contact, mail, email or facsimile will be accepted.
- (d) Subclause (a) shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.

- 14.2 (a) A roster may be altered at any time so as to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been their rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.
- (b) Subclause (a) shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has four rostered days off in that fortnight, as the case may be.

14.3 Client Cancellation

- (a) Where a home care client cancels for reasons other than those outlined in subclause (b), permanent employees shall be entitled to receive payment for their guaranteed minimum number of hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other home care clients or otherwise in a residential aged care facility.
- (b) Where the employer is unable to meet the guaranteed minimum number of hours of a permanent home care employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
- (i) work shall be reallocated from casual employees to the permanent employee; or
 - (ii) hours shall be reallocated from another employee who is working hours additional to their guaranteed minimum number of hours; or
 - (iii) where the employee agrees, the employee may have access to annual or long service leave; or
 - (iv) the employee may be stood down by the employer in accordance with section 524 of the Act.
- (c) Notwithstanding the provisions in subclauses 14.3(b)(i) to 14.3(b)(iv) inclusive, if after six weeks - or earlier if by mutual agreement - the employer is unable to provide the guaranteed minimum number of hours, the employer may initiate redundancy proceedings in accordance with Clause 32 - Redundancy.
- (d) Nothing in this clause shall prohibit the employee and employer reaching agreement as to a period of authorised unpaid leave.

15. BREAKS

- 15.1 Two separate 10-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one 10-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two 10-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one 10-minute tea break with the employee allowed to proceed off duty 10 minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.
- 15.2 (a) Employees shall not be required to work more than five hours without a meal break. Such meal break shall be of between 30 and 60 minutes' duration and shall not count as time worked.
- (b) Where a home care employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at ordinary pay, and subclause 15.2(a) does not apply.
- 15.3 Notwithstanding the provisions of subclause 15.2, an employee required to work in excess of 10 hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two 30-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and employee.
- 15.4 An employee must receive the following breaks between shifts:
- (a) Eight hours:
- (i) between ordinary rostered shifts, which are not broken shifts; and/or
- (ii) where reasonable additional hours are worked which are not overtime hours; and
- (b) 10 hours where overtime is worked or where broken shifts are worked on successive days.
- (c) Where an employee is deprived of part or all of their break between shifts, penalty rates of time and a half for the first two hours and double time thereafter will be paid for the ordinary hours worked in the latter shift.

16. OVERTIME

- 16.1 Overtime hours must be authorised.
- 16.2 The employer can request employees to work reasonable overtime.
- 16.3 Overtime is paid in the following circumstances:

- (a) Where a full-time employee works in excess of their ordinary hours.
- (b) Where a part-time employee:
 - (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight, where employed by the fortnight; and/or
 - (iii) works in excess of 152 hours per four weekly period, where employed on a four weekly basis; and/or
 - (iv) works on a rostered day off; and/or
 - (v) is required to work in excess of the guaranteed number of hours per subclause 11.2(b) of this Agreement. This does not include additional hours that a part-time employee has agreed to work. Nor does it include agreed additional shifts on days when the employee would otherwise have been rostered off, provided that the employee still has the minimum of four rostered days off work in that fortnight.
- (c) Where a casual employee:
 - (i) works in excess of 10 hours per shift; and/or
 - (ii) works in excess of 76 hours per fortnight.

16.4 Overtime shall be paid at the base rate of pay in accordance with the following:

- (a) Monday to Saturday - Overtime shall be paid time and one half up to two hours each day and thereafter double time;
- (b) Sunday - Overtime shall be paid at double time;
- (c) Public Holidays - Overtime shall be paid double time and one half;
- (d) Overtime penalties do not apply to Directors of Nursing, Deputy Directors of Nursing, Assistant Directors of Nursing and Hostel Supervisors (CSE 5)

16.5 Where the next shift is due to commence before the employee has had their break, one of the following will apply:

- (a) The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
- (b) If at the request of the employer an employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.

- 16.6 With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The four-hour minimum payment only applies where overtime is payable for any of the work for which the employee is recalled to perform. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- (a) An employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - (b) Provided that where an employee elects to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 5 of Table 5 of Schedule B to this Agreement.
- 16.7 An employee who performs work via telephone or other electronic communication outside of their ordinary hours and away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes. This does not apply to employees who receive on-call allowances for these instances.
- 16.8 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 16.9 In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
- (a) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.
 - (b) Where it is not possible for an employee to take the time off in lieu of overtime within the four-month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
 - (c) Employees cannot be compelled to take time off in lieu of overtime and an employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.

- (d) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (e) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

17. SHIFT AND WEEKEND WORK

17.1 Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered as follows:

- (a) 10% for afternoon shift commencing after 10:00 am and before 1:00 pm.
- (b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
- (c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
- (d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.
- (e) Laundry staff working afternoon or night shifts continuously from 30 September 1993 shall be paid 20% in addition to the ordinary pay for such shifts.
- (f) The shift penalties above do not apply to Directors of Nursing, Deputy Directors of Nursing and Assistant Directors of Nursing.
- (g) In addition to applicable shift penalties casual employees will also be entitled to the casual loading calculated on their base rate of pay.

17.2 Notwithstanding subclause 17.1, part-time and casual employees shall only be entitled to the additional rates where their shifts commence prior to 6:00 am or finishes subsequent to 7:00 pm.

17.3 Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

- (a) for work between midnight on Friday and midnight on Saturday - time and one-half.
- (b) for work between midnight on Saturday and midnight on Sunday - time and three-quarters.

For employees in New South Wales and the Australian Capital Territory, these weekend penalties shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause 17.1 and the casual loading at subclause 12.2(c). For employees in Queensland, these weekend penalties shall be in substitution for and not cumulative upon the shift penalties prescribed in subclause 17.1.

17.4 Notwithstanding subclause 17.3, an AIN employed in Queensland and who immediately prior to 10 February 2010 was employed by the employer as an AIN, shall

be paid time and three-quarters for ordinary hours of work between midnight on Friday and midnight on Saturday.

18. PUBLIC HOLIDAYS

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

18.2 The employer may request an employee to work on a particular public holiday. An employee who, without the consent of the employer or without reasonable cause, such as personal/carer's 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.

18.3 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. 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. This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays, and 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.

18.4 Public holidays shall be allowed to employees without loss of ordinary pay.

18.5 (a) For the purposes of this Agreement, the following shall be deemed to be public holidays:

(i) 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;

(ii) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory, or a region of the State or Territory, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

(b) 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 18.5(a), then the substituted day or part-day is the public holiday.

(c) The employer and an employee may agree to substitute another day for a public holiday observed at 18.5(a).

Additional Public Holiday

- (d) Where, in accordance with subclause 18.5(a)(ii):
- (i) a full day is proclaimed and observed as a State or Territory or local public holiday, within the calendar year and which applies to the area in which the Facility is situated, no additional public holiday is granted by this subclause;
 - (ii) no State or Territory or local public holiday is proclaimed and observed within the calendar year and which applies to the area in which the facility is situated, a full day will be observed as an Additional 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;
 - (iii) a part of a day is proclaimed and observed as a State or Territory or local public holiday within the calendar year and which applies to the area in which the facility is situated, a full day will be substituted and observed as an Additional Public Holiday to be taken 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.

18.6 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid as follows:

- (a) **Full-Time Employees:** Time and one half for all ordinary time worked in addition to the base rate of pay.
- (b) **Part-Time Employees:** Time and one half for all ordinary time worked in addition to the base rate of pay, 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.
- (c) Alternatively, if the full-time or part-time employee elects, they can be paid half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added as public holiday leave. Any public holiday leave must be taken within six months of being incurred. If the leave is not taken within six months it will be paid out at the rates of pay applying at the time payment is made.
- (d) **Casual Employees:** Double time and one-half the basic rate of pay for casuals for all time worked.

18.7 Notwithstanding subclause 18.6, broken shift allowances will continue to be paid where applicable.

19. ALLOWANCES

19.1 In Charge Allowance

- (a) A registered nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Item 7 (for less than 100 beds) or Item 8 (for 100 or more beds) of Table 5 of Schedule B to this Agreement.
- (b) A registered nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to their appropriate salary, the per shift allowance set out in Item 9 of Table 5 of Schedule B to this Agreement.
- (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

19.2 Vehicle/Travelling Allowance

- (a) An employee, other than a home care employee, sent for duty to a place other than their regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is called upon and agrees to use their private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 6 of Table 5 of Schedule B to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of their duties. This allowance will be revised each year in line with movements to the vehicle allowance in subclause 15.7(a) of the Aged Care Award 2010.
- (c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of their duties.
- (d) No payment shall be made under subclauses 19.2(b) and (c) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (e) (i) Where home care employees are rostered to work with consecutive clients they shall be paid for the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of their duties; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.

- (ii) Where subclause (i) above applies, the employees will accrue towards leave entitlements, up to the maximum entitlement for a full-time employee, for time taken to travel between locations, excluding travel from the employee's home to the first place of work and return to home at the cessation of duties.

19.3 Uniforms Allowance

- (a) Sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. The sum per week set out in Item 13 "Laundry" in Table 5 of Schedule B to this Agreement shall be paid to the said employee.
- (b) In lieu of supplying a uniform where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 10 "Uniform" in Table 5 of Schedule B to this Agreement.
- (c) In lieu of supplying special-type shoes where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 11 of Table 5 of Schedule B to this Agreement.
- (d) In lieu of supplying socks where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 12 of Table 5 Schedule B to this Agreement.
- (e) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by those employees.
- (f) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (g) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (h) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (i) (i) Laundry allowance shall not be paid to any employee on absences exceeding one week.
 - (ii) All other allowances in this clause will not be paid to employees during absences on:

- (A) workers compensation, long service leave and periods of leave without pay; and
 - (B) personal/carer's leave beyond three weeks.
- (j) For employees engaged in home care services the following shall apply:
- (i) On request, the employer shall supply free of charge two sets of full body aprons or other attire as agreed by the employer and the employee.
 - (ii) The attire supplied in (i) above shall be replaced by the employer on the basis of fair wear and tear.
 - (iii) The attire supplied in (i) above shall remain the property of the employer at all times and any employee applying for a new issue supplied by the employer who fails to return their last issue shall not be entitled to a new issue without payment thereof.
 - (iv) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniform and/or employer's property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control.
 - (v) Where the client supplies equipment, materials and tools, the employer shall ensure that they are of reasonable quality and comply with safety standards.
 - (vi) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

19.4 Sleepover Allowance

- (a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in at night in order to be on call for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
 - (i) The span for a sleepover shall be not less than eight hours or more than 10 hours on any one night.
 - (ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over.
 - (iii) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.

- (iv) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance equivalent to 2.4 hours of ordinary pay of the employee's classification for each sleepover.
- (v) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
- (vi) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in subclause 19.4(b)(iv).
- (vii) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - (A) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
 - (B) All time worked by part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or 11 hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (C) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates.
 - (D) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of subclause (x) of this subclause will apply.
- (viii) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately

prior to the employee's shift and continuous with that shift, and not otherwise.

- (ix) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in subclauses 13.2 and 13.4.
 - (x) An employee (whether a full-time employee, part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

19.5 On Call Allowance

- (a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the allowance, for each period of 24 hours or part thereof, set out in Item 14 of Table 5 of Schedule B to this Agreement.
- (b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 15 of Table 5 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in subclause 19.5(a).
- (c) Where an employee on call in accordance with subclause 19.5(a), leaves the residential aged care facility and is recalled to duty, the employee shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 5 of Table 5 of Schedule B to this Agreement.

- (d) This subclause shall not apply to a Director of Nursing, Deputy Director of Nursing, Assistant Director of Nursing or CSE 5 employee.

19.6 Higher Duties

- (a) Subject to subclause (b) below, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification shall be entitled to receive for the period of relief or the period during which the employee so acts the minimum payment for such higher classification.
- (b) The provisions of subclause (a) above shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to subclause 13.2(f) - Arrangement of Hours.

19.7 Overtime Meal Allowance

- (a) An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 am, 1:00 pm, and 6:00 pm shall, at the option of the employer, be supplied with a meal or shall be paid, as the case may be:
 - (i) the amount for breakfast set out in Item 2 of Table 5 of Schedule B to this Agreement;
 - (ii) the amount for lunch set out in Item 3 of Table 5 of Schedule B to this Agreement;
 - (iii) the amount for the evening meal set out in Item 4 of Table 5 of Schedule B to this Agreement.

19.8 Continuing Education Allowance

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

- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The employee claiming entitlement to a continuing education allowance must put their claim in writing and provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 18 of Table 5 of Schedule B of this Agreement.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 19 of Table 5 of Schedule B of this Agreement.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 20 of Table 5 of Schedule B of this Agreement.
- (j) An enrolled nurse who holds a relevant Certificate IV qualification in a clinical field (not including a Certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 21 of Table 5 of Schedule B of this Agreement.
- (k) The allowances set out in subclauses 19.8 (g), (h), (i) and (j) are not included in the employee's ordinary pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

19.9 Climatic & Isolation Allowance - Queensland Employees

- (a) Subclause 19.9 shall not apply to employees employed subsequent to the commencement of this Agreement.

- (b) (i) Subject to subclause 19.9(c), persons employed in the organisation in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set out in Item 16 of Table 5 of Schedule B of this Agreement in addition to the salary to which they are otherwise entitled.
- (ii) The line shall be drawn as follows: viz., commencing at Mt Surprise and thence to the following towns in the order stated, namely: Georgetown; Richmond; Winton; Barcaldine; Barcaldine; Blackall; Charleville; and Cunnamulla.
- (c) (i) Persons employed in the organisation in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set out in Item 17 of Table 5 of Schedule B of this Agreement in addition to the salary to which they are otherwise entitled.
- (ii) The line shall be drawn as follows: viz., commencing at Karumba and thence to the following towns in the order stated, namely: Normanton; Julia Creek; and Quilpie.
- (d) The allowances prescribed by this clause are not cumulative.
- (e) Except for the computation of overtime, the allowances prescribed by this clause shall be regarded as part of salary for the purposes of this Agreement.
- (f) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

19.10 Climatic & Isolation Allowance - New South Wales Employees

- (a) Subclause 19.10 shall not apply to employees employed on or subsequent to 12 December 2011.
- (b) (i) Subject to subclause 19.10(c) persons employed in the organisation in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set out in Item 16 of Table 5 of Schedule B to this Agreement in addition to the salary to which they are otherwise entitled.
- (ii) The line shall be drawn as follows: viz., commencing at Tocumwal and thence to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.
- (c) (i) Persons employed in the organisation in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance

set out in Item 17 of Table 5 of Schedule B to this Agreement in addition to the salary to which they are otherwise entitled.

- (ii) The line shall be drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.
- (d) The allowances prescribed by this clause are not cumulative.
- (e) Except for the computation of overtime, the allowances prescribed by this clause shall be regarded as part of salary for the purposes of this Agreement.
- (f) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to the 38 ordinary hours.

PART 3 – LEAVE

20. ANNUAL LEAVE

- 20.1 (a) Employees are entitled to annual leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.

20.2 Accrual of Annual Leave - Employees in Nursing Classifications

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:
 - (i) is regularly rostered over seven days of the week; and
 - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of subclause 20.2 is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of subclause 20.2 above is entitled to six weeks of paid annual leave for each year of service with their employer.
- (d) For the purposes of subclause 20.2(b)(ii), an employee need only work one day of the weekend (being a contiguous Saturday and Sunday) to be regarded as

having worked that weekend. An employee who works on both days of the weekend will still be regarded as having worked only one weekend.

20.3 Accrual of Annual Leave - Employees in Non-Nursing Classifications

- (a) All employees, other than shiftworkers, are entitled to four weeks' paid annual leave.
- (b) Shiftworkers are entitled to one additional week of annual leave.
- (c) For the purposes of the NES a shiftworker is defined as:
 - (i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6:00 am to 7:00 pm; and/or
 - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
- (d) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (e) For the purposes of subclause 20.3(c)(ii), an employee need only work one day of the weekend (being a contiguous Saturday and Sunday) to be regarded as having worked that weekend. An employee who works on both days of the weekend will still be regarded as having worked only one weekend.

20.4 Accrual of Annual Leave - Care Service Employees (Care Stream), Home Care Employees and Lifestyle Employees

All Care Service Employees in the care stream, Home Care Employees and Lifestyle Employees, except those who are rostered on permanent day shift, Monday to Friday, between the hours of 6:00 am and 7:00 pm are entitled to an extra week's paid annual leave in addition to that specified in clause 20.3(a), i.e. will accrue five weeks' annual leave a year.

20.5 Public Holidays and Other Leave

If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes and the employee would have been rostered to work that day, the employee is taken not to be on paid annual leave on that public holiday.

20.6 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.

- (b) Where an employee has ordinary hours which fluctuate, they can elect to have their ordinary hours calculated as the average number of ordinary hours worked over the 12 months immediately preceding the period of annual leave.
- (c) Payment in accordance with subclause 20.6(b) will only be permissible where:
 - (i) the employee elects to be paid in that way; and
 - (ii) the hours calculated in accordance with that subclause are greater than the employee's rostered hours of work for the period of annual leave; and
 - (iii) the period of annual leave does not commence or cease part way through a shift.
- (d) An employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (e) Once the leave has commenced the election cannot be changed unless the employer agrees.
- (f) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time, plus annual leave loading.
- (g) Annual leave loading shall be paid in accordance with subclause 20.10.

20.7 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) the employer has authorised the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is agreed with the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such agreement and will provide a response to employee within 14 days of the annual leave request.

20.8 Excessive Leave Accruals

- (a) **General**

- (i) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker or an employee to which subclause 20.4 applies).
- (ii) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

(b) Direction by Employer That Leave be Taken

If an employer has genuinely tried to reach agreement with an employee under subclause 20.8(a)(ii) but agreement is not reached, the employer may direct the employee in writing to take one or more periods of paid annual leave, provided:

- (i) It must not require the employee to take any period of paid annual leave of less than one week; and
- (ii) It must not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
- (iii) the employee's remaining accrued entitlement to paid annual leave is no less than six weeks; and
- (iv) it must not be inconsistent with any leave arrangement agreed by the employer and employee.

(c) Request by Employee for Leave

- (i) If an employee has genuinely tried to reach agreement with an employer under subclause 20.8(ii) but agreement is not reached, the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (ii) A notice given by an employee under paragraph (i) must not:
 - (A) provide for the employee to take any period of paid annual leave of less than one week; or
 - (B) provide for the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the notice is given; or
 - (C) be inconsistent with any leave arrangement agreed by the employer and employee.
- (iii) The employer must grant paid annual leave requested by a notice under paragraph (i).

20.9 Cashing Out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions (refer to section 93 of the Act):
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

20.10 Annual Leave Loading

- (a) In addition to their annual leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their annual leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) The annual leave loadings in subclause 20.10(a) are not payable for purchased additional leave in accordance with subclause 20.13.

20.11 Annual Leave and Service

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

20.12 Payment of Annual Leave on Termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave, including annual leave loading.

20.13 Purchased Additional Leave (PAL)

- (a) The employer may offer permanent employees the opportunity to "purchase" an additional one week of leave each year. PAL will be funded through a reduction in the employee's ordinary base rate of pay, equivalent to the cost of the period of PAL, annualised over a maximum 12-month period.
- (b) An employee wishing to purchase additional leave must enter into a written agreement with the employer which shall include:

- (i) an election at the beginning of each financial year (i.e. at 1 July each year); and
 - (ii) agreement that the employee's salary will be reduced by 1.92% for the period of the agreement; and
 - (iii) authority for the employer to withhold an amount of money, from any monies owing to the employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- (c) Annual leave entitlements shall be exhausted before the employee's PAL can be accessed.
- (d) All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- (e) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

21. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

21.1 (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

- (b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave.

21.2 Entitlement to Paid Personal/Carer's Leave

- (a) For each year of service with the employer, an employee is entitled to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

21.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or

- (ii) an unexpected emergency affecting the member.

21.4 Payment of Paid Personal/Carer's Leave

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

21.5 Personal/Carer's Leave on Public Holidays

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

21.6 Cashing Out of Paid Personal/Carer's Leave

- (a) An employee is entitled to cash out an amount of paid personal/carers leave credited to the employee provided:
 - (i) the employer authorises the employee to forgo the amount of paid personal/carers leave. The employer has complete discretion.
 - (ii) paid personal/carers leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid personal/carers leave being less than 15 days; and
 - (iii) each cashing out of a particular amount of paid personal/carers leave must be by a separate agreement in writing between the employer and the employee; and
 - (iv) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

21.7 Unpaid Carer's Leave

- (a) An employee is entitled to two days' unpaid carers leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- (b) An employee may take unpaid carers leave as:
 - (i) a single continuous period of up to two days: or
 - (ii) any separate periods agreed with the employer.

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

21.8 Compassionate Leave

- (a) An employee is entitled to two days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
 - (iv) suffers stillbirth or miscarriage.
- (b) An employee may take compassionate leave as:
 - (i) a single continuous period of two days; or
 - (ii) two separate periods of one day each; or
 - (iii) any separate periods agreed with the employer.

21.9 Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, the employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

21.10 Notice Requirements

- (a) To be entitled to leave under clause 21, an employee must give the employer notice of the period, or expected period of the leave:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment.
- (b) An employer may require an employee to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:

- (i) a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
- (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
- (e) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
- (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

21.11 Evidentiary Requirements

- (a) Managers will require an employee to provide a medical certificate or other evidence (such as a statutory declaration) supporting the reason for their absence in the following circumstances:
- (i) if the employee takes a period of personal/carer's leave of two or more days duration;
 - (ii) if the employee takes personal/carer's leave on a day immediately before or after a public holiday or long weekend.

- (b) Where a manager has a good reason to think that an employee may be misusing their personal leave entitlement or is reasonably believed to have taken an unreasonable amount of personal leave during the period, the manager may provide notice to the employee that they will be required to provide a medical certificate from a registered practitioner or health care provider or statutory declaration for all personal leave absences for a specified period of time.
- (c) Medical certificates will only be accepted if provided by a registered medical practitioner (including a general practitioner, medical specialist, dentist, orthodontist or midwife) or a health care provider (including a chiropractor, physiotherapist or occupational therapist).
- (d) Acceptable evidence (whether a medical certificate or statutory declaration) must state that:
 - (i) The employee had, has or will have a personal illness or injury during the period and, as a consequence, the employee is unfit for duty; or
 - (ii) The employee's specified family or household member has an illness or injury such that they require the employee's care and support.

21.12 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

22. COMMUNITY SERVICE LEAVE

22.1 Employees are entitled to community service leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

22.2 Eligible Community Service Activities

- (a) Entitle an employee, acting reasonably, to be absent from employment for periods including:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.
- (b) Include:
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity; or

- (iii) an activity prescribed in regulations for this purpose

22.3 Jury Service

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a 12-month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - (i) for the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons.
 - (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service re a particular jury service summons exceeds 10 days, the employer agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters, access to annual leave and/or long service leave.
- (d) The employer may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by the employer and not provided by the employee.

22.4 Voluntary Emergency Management Activity (VEMA)

- (a) An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
 - (iv) the REMB requests their participation.

23. PARENTAL LEAVE

23.1 Employees are entitled to unpaid parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act).

23.2 Paid Parental Leave

- (a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed three months of continuous service prior to each claim.
- (b) For the purposes of the calculation of "ordinary pay" for paid parental leave purposes, an employee will be paid the higher of:
 - (i) the average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave; or
 - (ii) the ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:
 - (i) 12 weeks' paid parental leave for the primary carer;
 - (ii) two weeks' paid secondary carer leave.
- (d) Secondary carer leave will be payable to:
 - (i) the father or mother as the secondary carer; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.
- (e) Partner includes same-sex and de facto partner but does not include former de facto partners.
- (f) Superannuation payments are included for any eligible paid parental leave payments.

24. LONG SERVICE LEAVE – QUEENSLAND

24.1 This clause applies to employees employed in Queensland only.

24.2 For all continuous service after 1 January 1999 an employee who completed 10 years' continuous service shall be entitled to long service at the rate of one week on full salary for each year of continuous service and proportionate amount for an incomplete year of service. For service prior to 1 January 1999 the long service leave entitlement shall be as prescribed by the *Industrial Relations Act 1999* as at 1 January 1999 except that an employee shall be entitled to take such leave after 10 years of service and as hereafter provided.

24.3 Conditions

The following provisions shall apply in respect to long service:

- (a) An application for leave shall be made in writing to the manager.
- (b) Timely notice of the desire for leave shall be given by the employee. The employee shall be given timely advice of whether or not the leave is approved. In the event of any disagreement the employer may require an employee to take a period of long service leave by giving three months' notice of the request to take long service leave.
- (c) Leave may be taken up to the total amount of leave due as at the date of commencement of the leave, calculated by:
 - (i) determining the total period of the employee's continuous service having regard to the provisions of these regulations in respect of leave credited for service;
 - (ii) determining the total long service leave entitlement;
 - (iii) deducting from the total entitlement, long service previously taken.
- (d) The minimum period of long service leave which may be taken at any one time shall be four weeks unless under special arrangements.
- (e) Where an employee becomes ill and is granted sick leave in lieu of long service leave approved, the period of long service leave actually taken shall not be subject to the minimum period requirement set out in paragraph (d).
- (f) Where an employee is recalled from long service leave, the taking of the balance of the leave originally approved shall not be subject to the minimum period requirement set out in paragraph (d).

24.4 Pro Rata Long Service Leave

In the case of an employee who has completed seven years' continuous service, but less than 10 years' continuous service with the same employer and whose service has been terminated:

- (a) by the employee's death;
- (b) by the employee;
- (c) by the employer for a cause other than serious misconduct, a period that bears to 13 weeks the proportion that the employee's period of such continuous services (expressed in years and a fraction of a year where necessary) bears to 13 years.

Where an employee dies, the amount which would have been payable to that employee had that employee retired or been dismissed on the date on which the employee actually died shall be paid to the employee's estate.

24.5 Payment in Lieu of Long Service Leave Not Taken

A person who ceases to be an employee and who at the date of ceasing to be an employee has an entitlement to long service shall receive a payment in lieu of long service leave not taken. The calculation shall be based on:

- (a) the entitlement; and
- (b) the rate of ordinary salary which the person was receiving at the date of ceasing to be an employee.

24.6 Implementation

For service prior to 1 January 1999, the entitlements shall be in accordance with the *Industrial Relations Act 1999*, i.e. 13 weeks after 15 years' service and pro rata after 10 years. From ratification onwards, employees will accrue their entitlement in accordance with this Agreement.

24.7 Casual Employees

Prior to 23 June 1990, casuals as a general rule were not entitled to accrue long service leave. As from 23 June 1990, the *Industrial Relations Act* came into force and casual employees were granted an entitlement to long service leave. Casual employee entitlements are as follows:

Prior to 23/06/90 - no entitlement and service does not count.

23/06/90 to 30/03/94 - service counts when at least 23 hours are worked every four weeks.

30/03/94 onwards - service counts provided there is no break between casual engagement of more than three months.

25. LONG SERVICE LEAVE – NEW SOUTH WALES

25.1 This clause applies to employees employed in New South Wales only.

25.2 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955 (NSW)* provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles employees to long service leave in excess of the employees' entitlement to long service leave under the *Long Service Leave Act (1955) NSW*.

- 25.3 (a) Each employee shall be entitled to two months' long service leave on ordinary pay after 10 years' service; thereafter additional long service leave shall accrue on the basis of five months' long service leave for each 10 years' service. This additional leave may be taken on a pro rata basis each five years after completing the initial 10-year period of service.
- (b) Where the services of an employee with at least five years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, the employee shall be entitled to be paid a proportionate amount on the basis of two months for 10 years' service.
- 25.4 For the purposes of subclause 25.2:
- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall not include:
- (i) any period of leave without pay, except in the case of employees who have completed at least 10 years' service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June 1980; and
- (ii) any period of service as a part-time worker except as provided for in subclause 25.7.
- 25.5 (a) The employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the needs of the workplace or, where the employer and the employee agree, such leave may be postponed to an agreed date.
- (b) Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- 25.6 (a) On the termination of employment of an employee, other than by their death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than 10 years' service dies, the

employee's personal representative shall, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in subclause 25.3(b) and such monetary value shall be determined according to the salary payable to the employee at the time of their death.

25.7 Full-time and part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' duty per week taken into account for long service leave purposes in conjunction with full-time and/or part-time service on the basis of the proportion that the actual number of hours worked each week bears to 40 hours up until 30 April 1985, and bears to 38 hours on and from 1 May 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or part-time employment.

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

25.9 Employees of the employer previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrued entitlement carried over, but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

e.g. an employee with 15 years' continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of three months' long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years' continuous service the employee would be entitled to 5.5 months' long service leave, made up of three months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

26. LONG SERVICE LEAVE – AUSTRALIAN CAPITAL TERRITORY

26.1 This clause applies to employees employed in the Australian Capital Territory only.

26.2 An employee's entitlement to long service leave shall be in accordance with the *Long Service Leave Act 1976*.

27. REPATRIATION LEAVE

27.1 Employees who are ex-servicemen or ex-servicewomen may be granted special leave in one or more periods up to a maximum of 6.5 working days in any period of 12 months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

- (a) to attend a hospital or clinic or visit a medical officer in that regard;
- (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
- (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

27.2 Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

28. LEAVE WITHOUT PAY

28.1 By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.

28.2 The period of leave without pay will not break the continuity of service of the employee but will not count as service for the purpose of any entitlements, except where that period of leave is recognised as service by the Act.

29. CEREMONIAL LEAVE

An employee who is required by Aboriginal and/or Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the employer.

PART 4 – OTHER PROVISIONS

30. TERMINATION OF EMPLOYMENT

30.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons why termination is being considered; and
- (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

- 30.2 An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness present. The witness may be a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 30.3 Subclauses 30.1 and 30.2 do not apply to employees who are terminated during their minimum employment period.
- 30.4 Subject to subclauses 30.5 to 30.10, employment, other than the employment of a casual, will be terminated by the employer or the employee only on the provision of the applicable notice as set out in subclause 30.11, or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.
- 30.5 The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 30.6 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 30.7 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise the employer to deduct from their wages payable up to, or on termination, relevant wages payable in lieu of notice. Should an employer not receive such an authorisation from the employee, the employer may recover from the employee any outstanding payments or amount pursuant to this clause in any court of competent jurisdiction.
- 30.8 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of the employer, for example, because of a repudiatory breach of the employment contract by the employer.
- 30.9 In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the *Fair Work Act 2009*.
- 30.10 It is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

30.11 Notice of Termination by the Employer

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

More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (ii) A Director of Nursing, Deputy Director of Nursing, Assistant Director of Nursing and a Care Service Employee Grade 5 - four weeks' notice.
- (b) Employees (other than casuals) aged 45 years. or older will be entitled to an additional one week's notice if the employee has completed at least two years' continuous service for the employer.
- (c) Casuals are to be given notice to the end of the current shift worked.

30.12 Notice of Termination by the Employee

- (a) An employee shall give the employer two weeks' written notice of termination in writing unless otherwise mutually agreed.
- (b) A Director of Nursing shall give four weeks' notice of termination in writing.
- (c) A Care Service Employee Grade 5 shall give four weeks' notice of termination in writing.

30.13 The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.

30.14 Abandonment of Employment

Where an employee is absent from work for a continuous period of two working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for their absence within two days of the receipt of such a request, the employee will be considered to have abandoned employment.

31. CONSULTATION

31.1 Employer to Notify Regarding Major Workplace Change

- (a) 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, which may be the union.
- (b) 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.

31.2 Employer to Discuss Major Workplace Change

- (a) The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in subclause 31.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) 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 subclause 31.1.
- (c) For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, which may be the union, 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.

31.3 Consultation on Changes to Regular Rosters or Hours of Work

The employer will consult with employees, and their representative, if any, where it is proposed to change their regular roster or ordinary hours of work. The employer will provide details of the change to employees and invite them to put forward their views regarding the impact of the proposed changes including those on any family or caring responsibilities employees may have. The employer will then consider those views.

These provisions are to be read in conjunction with any other provisions in this Agreement concerning the scheduling of work and notice requirements and will not apply where employees have irregular, sporadic or unpredictable hours.

31.4 The Consultative Team

- (a) The employer will facilitate the establishment of a consultative team at each facility.
- (b) **Composition**

- (i) The consultative team will comprise up to three employee representatives elected by the employees (which may include union delegates). Those employees will work in the facility and are covered by this Agreement; and
 - (ii) up to three representatives nominated by the employer.
 - (iii) Where a representative is unable to attend, they may nominate another person.
- (c) The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- (d) The consultative team may discuss issues in or in connection:
- (i) Clause 31 – Consultation,
 - (ii) Clause 33 - Workload Management, and
 - (iii) other issues as agreed by the team.

32. REDUNDANCY

32.1 For the purposes of this clause, "continuous service" has the same meaning as section 22 of the *Fair Work Act 2009*.

32.2 Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

32.3 Unless the FWC subsequently orders otherwise pursuant to subclause 32.4, where the employment of an employee is to be terminated for the reason set out in subclause 32.2, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

Minimum Years of Service	Retrenchment 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, the employer shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment 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

- (c) "Weeks' pay" means the higher of the average weekly ordinary base pay over the previous three months for the employee concerned or the weekly ordinary base pay as at the date of termination.
- (d) A period of casual employment continuous with permanent employment will count towards the years of service, provided the pattern of work was regular and systematic.

32.4 Subject to an application by the employer and further order of the FWC the employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in subclause 32.3. The FWC shall have regard to such financial and other resources of the employer concerned as the FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in subclause 32.3 will have on the employer. Provided that where a Deputy Director of Nursing or Assistant Director of Nursing has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in subclause 32.3 and the employer may not make application to the FWC under this subclause.

33. WORKLOAD MANAGEMENT

33.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.

33.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:

- (a) In the first instance, employee/s 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 Facility Manager for further discussion.
- (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
- (e) At each of the steps above the parties should aim to agree on a reasonable time frame for response.

33.3 Management will monitor absenteeism, occupancy and staff turnover and their effect on the overall staffing levels.

33.4 Workload management must be an agenda item at staff meetings on at least a quarterly basis. As part of the efforts of the employer to ensure a balanced workload, management will present to the staff meeting a summary of the records kept under subclause 33.3 and seek the feedback of employees present about the adequacy of the staff levels to ensure care levels are met.

33.5 Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workload issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (a) clinical assessment of residents' needs;
- (b) the demand of the environment such as facility layout;
- (c) statutory obligation, (including, but not limited to, workplace health and safety legislation);
- (d) the requirements of nurse regulatory legislation;
- (e) reasonable workloads;
- (f) accreditation standards;
- (g) replacement of employees on leave; and
- (h) budgetary considerations.

33.6 If the issue is still unresolved, the employee/s may advance the matter through Clause 41 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

34. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 34.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's classification, skill, competence and training.
- 34.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 34.3 Any direction issued by the employer pursuant to subclauses 34.1 and/or 34.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents and/or clients.
- 34.4 Where an employer has decided there is no longer a requirement for a Deputy Director of Nursing or an Assistant Director of Nursing to be appointed in a workplace, the employer shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

35. SUPERANNUATION

- 35.1 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.
- 35.2 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) Sun Super; or
 - (e) 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; or
 - (f) any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.
- 35.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

35.4 Should an employee fail to nominate a fund, the employer will choose H.E.S.T.A. as the default fund into which contributions shall be paid under this Agreement.

35.5 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.

35.6 Contributions:

The employer shall make superannuation contributions into an approved fund on a monthly basis, except with respect to casual employees, contributions shall be remitted at least quarterly.

35.7 Salary Sacrifice to Superannuation

- (a) An employee can elect to sacrifice a portion of salary to superannuation. 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.
- (b) 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.
- (c) 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.
- (d) 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.
- (e) 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.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

36. ATTENDANCE AT MEETINGS

Any employee required by the employer to attend meetings outside the employee's ordinary hours shall be paid for the actual time spent in attendance at such meetings. These hours will be treated as time worked for the purposes of this Agreement. For

the avoidance of doubt, Clause 13.3 - Minimum Starts will not apply for the purposes of clause 36.

37. TRAINING

- 37.1 Employees will be given ongoing training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- 37.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 37.3 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 37.4 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
- (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer.
 - (b) The employer shall provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
 - (c) Attendance at such training, for the period of training, shall be treated as time worked for the purposes of this Agreement. For the avoidance of doubt, Clause 13.3 - Minimum Starts will not apply for the purposes of clause 37.
 - (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in subclause (c) that is in excess of the time normally taken for that employee to attend work.
 - (e) When receiving travelling time as set out in subclause (d), an employee using their own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 5 of Table 5 of Schedule B to this Agreement.
 - (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow employees to have at least eight or 10 hours off-duty before or after training and the end or beginning of their shift.
 - (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.

38. AMENITIES

38.1 The minimum standards as set out in all relevant work health and safety legislation shall be met in the provision of amenities to employees.

38.2 Such amenities may include:

- (a) change rooms and lockers;
- (b) meal room;
- (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
- (d) rest room;
- (e) washing and bathing facilities;
- (f) sanitary conveniences; and
- (g) safe and secure workplace.

38.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

39. INSPECTION OF LOCKERS

Lockers may only be opened for inspection in the presence of the employee, but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and an employee representative where practicable, otherwise by any two officers appointed by the employer for that purpose.

40. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).

41. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

41.1 Unless otherwise stated the terms "party" or "parties" referred to in this clause means the employer and/or the employees, as the context requires.

41.2 An employer or employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.

41.3 In the event of a dispute about a matter under this Agreement or a dispute in relation to the NES, the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:

- (a) the employee and their supervisor discussing the matter; and

- (b) if the matter is still not resolved, the parties arranging further discussions involving more senior levels of management (as appropriate).
- 41.4 If a dispute is unable to be resolved at the workplace, in accordance with subclause 41.3, a party to the dispute may refer the matter to the FWC or other appropriate statutory tribunal.
- 41.5 The FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including:
- (a) mediation, conciliation and, with the exception of disputes arising under Clause 33 - Workload Management, arbitration; and
 - (b) arbitration, for disputes arising under Clause 33 - Workload Management, only with the agreement of the parties.
- 41.6 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable work health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

42. UNION DELEGATES

- 42.1 The employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 42.2 Upon receipt of written notification from each of the respective Unions, the employer will recognise union delegates.
- 42.3 A delegate will be released from work to attend union business in accordance with the following:
- (a) up to three days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment. This training may include a union conference; and
 - (b) a minimum of four weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (c) subject to operational requirements an employer shall not unreasonably refuse such a request; and

- (d) a delegate will be paid at ordinary pay for the purposes of attending such training. Provided that, each facility will not be required to pay for more than 12 training days in any calendar year pro-rated for each Union having coverage of that facility and which is a party bound to this Agreement.

42.4 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

43. DOMESTIC VIOLENCE

43.1 Definitions

- (a) Domestic violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Proof of domestic violence may be required and can be in the form of a document issued by:
 - (i) the Police Service, a Court, a Doctor, a Domestic Violence Support Service or Lawyer.

43.2 Measures

- (a) No adverse action will be taken against an employee on the basis of domestic violence victim status or if their attendance or performance at work suffers as a result of experiencing domestic violence.
- (b) All personal information concerning domestic violence will be kept confidential in line with the employer's policy and relevant legislation. No information will be kept on an employee's personnel file without their written permission.
- (c) The employer will approve any reasonable request from an employee experiencing domestic violence for:
 - (i) changes to their span of hours or pattern or hours and/or shift patterns;
 - (ii) job redesign or changes to duties;
 - (iii) relocation to suitable employment within the workplace;
 - (iv) a change to their telephone number or email address to avoid harassing contact;

- (v) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.

43.3 Leave

- (a) An employee, including a casual employee, experiencing family and domestic violence is entitled to 10 days per year of paid family and domestic violence leave. This entitlement operates jointly with subclause 8.2 in the event the National Employment Standards domestic violence leave changes to be more generous. The purpose of this leave is for:
 - (i) attending legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) relocation or making other safety arrangements: or
 - (iii) other activities associated with the experience of family and domestic violence.
- (b) In addition, an employee, including a casual employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic leave for the purpose of:
 - (i) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (ii) assisting with relocation or other safety arrangements; or
 - (iii) other activities associated with the family and domestic violence including caring for children.
- (c) This leave will be in addition to existing leave entitlements, and may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.
- (d) Upon exhaustion of the leave entitlement in subclause 43.3(a), employees will be entitled to up to two days' unpaid family and domestic violence leave on each occasion. Employees may also request to utilise the 20 days' paid special leave annually at the discretion of the manager.
- (e) An employee experiencing domestic violence will have access to annual leave, personal leave or other types of leave for medical appointments, legal proceedings and other activities related to domestic violence.
- (f) An employee who supports a person experiencing domestic violence may use their existing carer's leave to accompany the person on activities related to the domestic violence, or to mind the children of the person.

44. STAFF ABSENCES

- (a) The employer recognises the impact of unfilled absences on the standard of care and on other staff. Further, the employer is committed to ensuring that it maximises the engagement of its permanent workforce where possible.
- (b) The employer will use its best endeavours to replace staff who are absent (e.g. due to sick leave, annual leave, training) as follows, subject to consideration of whether excessive overtime by an individual staff member would be worked:
 - (i) The vacant shift will first be offered to permanent staff in the same or higher classification.
 - (ii) If a permanent staff member is unavailable the vacancy will be offered to casual staff in the same or higher classification.
 - (iii) If the vacancy remains unfilled after (i) and (ii) above, contact will be made with at least one employment agency and where an employee of the same or higher classification is able to fill the vacancy, the position will be filled by an agency employee.
 - (iv) Where a replacement cannot be found, the Centre Manager, Care Manager, or Registered Nurse In Charge will assess the work to be performed on that shift. The duties will be adjusted to ensure the work can be performed safely and appropriately.

45. PREVENTING AND RESPONDING TO WORKPLACE BULLYING

- (a) The employer and employees are committed to providing a safe and healthy work environment that does not tolerate harassment, discrimination and bullying. This means that the employer will take reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours at the workplace.
- (b) The employer will maintain a bullying, harassment and discrimination policy that provides a clear process for the reporting, investigation and resolution of bullying, harassment and discrimination matters, based on natural justice principles.

SIGNING CLAUSE

DATED this 12th day of December 2022



.....
[Signature on behalf of The Salvation Army]

JUDE GIBSON
.....
Print Name

GENERAL MANAGER WORKPLACE RELATIONS

.....
[Position Title]

I declare that I am authorised to sign this Agreement on behalf of the named Employer.

Address: 95-99 Railway Road, Blackburn VIC 3130

DATED this 12 day of December 2022



.....
[Signature on behalf of the Australian Nursing and Midwifery Federation as a Nominated Bargaining Representative]

Annie Butler
.....
Print Name

Federal Secretary

.....
[Position Title]

I declare that I am authorised to sign this Agreement on behalf of the named Bargaining Representative.

Address: 1/365 Queen Street
.....

Melbourne VIC 3000
.....

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



GERARD HAYES
Secretary HSU NSW Branch

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

Date: 9/12/22

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

SCHEDULE A – EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

- I. **GENERAL EMPLOYMENT CLASSIFICATIONS**
 - II. **NURSES' EMPLOYMENT CLASSIFICATIONS**
 - III. **HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS**
-

I. **GENERAL EMPLOYMENT CLASSIFICATIONS**

The following employment classifications and definitions apply to this Agreement:

1. **CARE SERVICE EMPLOYEES**

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

Care Stream: Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher grade Care Service Employee in attending to the personal care needs of a resident.

Support Stream: 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.

- 1.2 **Care Service Employee Grade 2** means:

- (a) **Level One.** An employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as

determined by the employer. **Indicative tasks** an employee at this level may perform are as follows:

Care Stream: Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State legislative requirements, and in accordance with the resident's care plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; implementation of continence programs as identified in the care plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both hyper and hypoglycaemia; recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans.

Support Stream: Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a sedan or utility.

- (b) **Level Two.** An employee will be entitled to progress to the Level Two rate for all hours and duties performed in the care stream in accordance with the following conditions. The employee must:
- be employed as a CSE 2;
 - have worked in the care stream for a minimum of two years; and
 - possess a Certificate III in Aged Care or a Certificate III in a similar field acceptable to the employer.

1.3 **Care Service Employee Grade 3** means an employee who holds either a Certificate 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.

An employee who holds appropriate trade qualifications and is required to act on them. Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets. **Indicative tasks** an employee at this level may perform are as follows:

Care Stream: Coordinate and direct the work of staff. Develop resident care plans.

Support Stream: 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.

1.4 **Care Service Employee Grade 4** means:

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

- 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
- is required to work individually with minimal supervision.

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

Care Stream: Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.

Support Stream: Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.

(b) **Level Two.** 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 Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- medication module - "Provide Physical Assistance with Medication" (CHCCS303A); or

Hold other appropriate qualifications acceptable to the employer.

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

1.5 **Care Service Employee Grade 5**

This grade shall only apply to employees having responsibility for supervision of the care service (e.g. Hostel Supervisor). An employee who may be required to have and use any additional qualifications than would be required for a Grade 4 employee.

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.

1.6 Lifestyle

Lifestyle Coordinator

Schedule work programs on a routine and regular basis. Develop, design and implement programs of activities for residents.

Lifestyle Assistant

Assist in the development and implementation of programs of activities for residents, under the supervision of a Lifestyle Coordinator or a Diversional Therapist.

1.7 Maintenance

Maintenance Worker

Level 1 - General labouring assistance to higher grade employees in the full range of gardening and maintenance duties. Needs direct supervision.

Level 2 - 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.

Level 3 - Only one person on site, undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trade skills or knowledge. 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.

Level 4 - Only one person on site, carry out maintenance, repairs, gardening and other repairs proficiently. Undertake the more complicated repairs to equipment and appliances. Schedule work programs on a routine and regular basis.

Maintenance Supervisor Level 1. Employees at this level will be designated by the employer as having the responsibility for leading/mentoring/training and/or supervising the work of one staff member. Can perform work to the standard of Maintenance Worker Level 4 as a minimum.

Maintenance Supervisor Level 2. Supervision of two or more staff. Employees at this level will be designated by the employer as having the responsibility for leading/mentoring/training and/or supervising the work of two or more staff. Can perform work to the standard of Maintenance Worker Level 4 as a minimum.

2 HOME CARE EMPLOYEES

2.1 Home Care Employee - (New Entrant)

(a) Qualifying period and training

This is a Trainee level, which applies to new employees with less than six months' experience in the industry or less than 250 hours' experience in home care but without previous relevant experience in personal care delivery.

New entrants employed prior to the date of approval of this Agreement whose rate of pay is above the new entrant rate of pay within this Agreement will have that rate of pay preserved until such time as they are reclassified to a position above that of a New Entrant.

An employee at this level must have basic written and verbal communication skills. The employer shall provide training and the employee shall work under general supervision.

At the end of a period of six months' or 250 hours' employment, whichever is first completed, employees who have satisfactorily completed the requirements of a New Entrant shall progress to Grade 1.

An opportunity may be given to the employee to be further trained in personal care. An employee trained in personal care may progress to Grade 2. Any progression to Grade 2 will be at the discretion of the employer.

Should an employee at this level not satisfactorily complete the requirements of a New Entrant, they shall be notified in writing by the employer two weeks prior to the date on which they would have proceeded to Grade 1.

(b) Indicative tasks

Indicative but not exclusive tasks include: the undertaking of domestic work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes, assisting with banking and account payment, organising appointments, assistance with care of pets, and care of indoor and outdoor pot plants.

Indicative, but not exclusive tasks include: under limited supervision, providing assistance to clients 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 employee in attending to the personal care needs of a client.

(c) **Accountability and extent of authority**

An employee at this level performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and simple personal care tasks and is responsible for the quality of their work.

(d) **Judgment and decision-making**

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An employee may resolve minor problems that relate to immediate work tasks.

(e) **Interpersonal skills**

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

(f) **Qualifications and experience**

An employee in this level will have commenced on-the-job training which may include an induction course.

2.2 **Home Care Employee - Grade 1**

Means a person who satisfies the requirements of a New Entrant and has progressed to Grade 1 or who is appointed to Grade 1 and is not a New Entrant. Employees at this level work under general supervision in domestic services and in carrying out simple personal care tasks. An employee at this level is required to assist the client to do personal care tasks for themselves and assist the client to maintain their independence in their own home.

(a) **Indicative tasks**

The indicative tasks are the same as a New Entrant except the employee has completed the qualifying period and training necessary to be Grade 1.

In addition to carrying the simple personal care tasks of a New Entrant, a Grade 1 shall be required to monitor the personal care needs of clients; this includes but will not be limited to medication monitoring.

(b) **Accountability and extent of authority**

An employee at this level is responsible for the quality of their work.

(c) **Judgment and decision-making**

Are the same as a New Entrant.

(d) **Interpersonal skills**

Are the same as a New Entrant.

(e) **Qualifications and experience**

No formal qualifications necessary. An employee at this level will have completed all on-the-job training as required.

(f) **Special knowledge and skills**

An employee at Grade 1 shall be competent to carry out the broad range of domestic and housekeeping duties and competent to carry out simple personal care tasks relevant to assisting clients to maintain their independence in their own homes.

This employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, further training may be provided.

2.3 **Home Care Employee - Grade 2**

An employee at this level can perform the duties of a Home Care Employee Grade 1.

Employees at this level may be required to perform more complex tasks than a Grade 1 and, assist the client to do for themselves.

(a) **Indicative tasks**

The indicative tasks for an employee at this grade are as follows:

Showering/bathing: All aspects of showering/bathing, including assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair; total bed bath/sponge except where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting: Helping clients to the toilet; assisting clients to use the toilet by loosening clothing; assisting clients to change own incontinence and sanitary pads; assisting clients with bottles; assisting self-catheterisation by holding mirror or positioning legs.

Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion – colostomy and drainage bags; all bowel management; continual caring of someone with bowel incontinence, including washing the person and changing bowel incontinence pads; assisting the client with the sterilising of glass catheters.

Menstrual care: Assisting with menstrual care including the changing of tampons and sanitary pads.

Skin care: Application of treatment creams to genital area and the changing of wound dressings.

Nasal care: Cleaning noses.

Grooming: All hair care; care of nails; shaving (except where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing except where there are severely limited/uncontrollable body movements.

Oral hygiene: Assisting clients with their own care of teeth or dentures; care of teeth and dentures for the client by using toothbrush/toothpaste/oral solution only.

Medication: Assisting client with or administering liquid medicines, pills, powders, nose and eye drops, and suppositories; assist and support diabetic clients in the management of their insulin and diet and recognising the signs of both hyper and hypoglycaemia.

Transferring/mobility: Transferring client in and out of bed/chair/car and assisting with mobility; using mechanical aids to lift and transfer clients.

Fitting of aids/appliances: Such as splints and callipers.

Therapy: Assisting with therapy in any of the following circumstances:

- (i) low grade of assistance is required;
- (ii) carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site;
- (iii) simple instructions required rather than specialised training knowledge.

Assistance with eating: Assisting with eating where there are no difficulties.

(b) **Accountability and extent of authority**

Employees perform work under general supervision. Employees at this level have contact with the public or other employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of a New Entrant, Grade 1 or Grade 2.

(c) **Judgment and decision-making**

The nature of the work is clearly defined with established procedures well understood or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

(d) **Specialist knowledge and skills**

In addition to performing the domestic tasks of a Grade 1, an employee at this level is expected to provide all personal care (including supervising daily hygiene) and after competency-based training can carry out the fitting and removal of aids and appliances, monitoring medications and the fitting and changing of catheters.

(e) **Interpersonal skills**

Are the same as New Entrant and Grade 1.

(f) **Qualifications and experience**

At a minimum, an employee at this level will have satisfactorily completed the requirements of a Grade 1 and have two years' experience in home and community care

Indicative but not exclusive of the qualifications required in this level include a Certificate III Home & Community Care or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

2.4 **Home Care Employee - Grade 3**

An employee at this level can perform the duties of a New Entrant, Grade 1 and Grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for themselves, because of the client's behaviour or the client's condition, frailty, and/or household environment.

Grade 3 employees may be involved in on-the-job training of Home Care Employees New Entrants, Grade 1 and 2 where required. Employees at this level will be designated by the employer as having the responsibility for leading/mentoring/training and/or supervising the work of others.

(a) **Indicative tasks**

The indicative tasks for an employee at this grade are all of the tasks of a New Entrant, Grade 1 or Grade 2 employee, except that an employee at this level will be responsible for the more complex personal care needs of clients having regard to whether the client suffers from severely limited/uncontrollable body movements or serious comfort/health considerations. The indicative tasks for an employee at this level include, but will not be limited to, the following personal care needs:

Grooming: Shaving (where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing where there are severely limited/uncontrollable body movements.

Transferring/mobility: Assisting clients with transfers/mobility where:

- (i) Clients can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the client's health/disability.
- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Therapy: Assisting with therapy in any of the following circumstances:

- (i) High degree of assistance is involved.
- (ii) Employees have total responsibility because client is unable to take responsibly for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

Assistance with eating: Assisting with eating where there is a risk of choking, vomiting or other eating difficulty is involved.

(b) **Accountability and extent of authority**

The same as a Grade 2 except that employees at this level may be asked to assist others in the supervision of the work of a New Entrant, Grades 1, 2, or 3.

(c) **Judgment and decision-making**

The nature of the work is usually specialised, with established procedures and requiring personal judgement. An employee at this level will provide personal care and domestic assistance to clients with special needs. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered procedures.

(d) **Specialist knowledge and skills**

Indicative but not exclusive tasks include: administrative and computer skills; process and record invoices and correspondence; prepare meals for special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; coordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services;

provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and attending to elementary household maintenance requirements.

(e) **Interpersonal skills**

Are the same as New Entrant, Grade 1 and 2.

(f) **Qualifications and experience**

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the special needs for this level of care. Has three or more years' experience in home and community care.

2.5 Home Care Coordinator - Grade 1

An employee at this level may also be called an Assistant Care Coordinator.

(a) **Accountability and extent of authority**

Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees. An employee at this level is required to work individually with minimal supervision. Will typically be delivering one service.

(b) **Judgment and decision-making**

The objectives of the work are well defined but the particular method; process of equipment to be used; must be selected from a range of available alternatives. For employees undertaking rostering duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

(c) **Specialist knowledge and skills**

(i) Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.

(ii) Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; access and extract information from external sources e.g. local

authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support areas; develop client care plans and oversee the provision of domestic services.

(d) **Interpersonal skills**

Positions in this level require the ability to gain cooperation and assistance from members of the public and other employees in the performance of well-defined activities. Employees in this level may also be expected to write reports in their field of expertise.

(e) **Qualifications and experience**

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate III and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

2.6 Home Care Coordinator - Grade 2

An employee at this level includes all of the duties of a Home Care Coordinator – Grade 1. A position in this level has the following characteristics:

(a) **Accountability and extent of authority**

- (i) Positions in this level may coordinate resources, provide case management and/or give support to more senior employees or be engaged in duties of a specialist nature.
- (ii) In positions where the prime responsibility is for resource coordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior employees and a regular reporting mechanism to ensure adherence to plans.
- (iii) Whatever the nature of the position, employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- (iv) Employees with coordination responsibilities are also required to ensure that all employees under their direction are trained in safe working practices and in the safe operation of equipment and are made aware of all occupational health and safety policies and procedures.

(b) **Judgment and decision-making**

In these positions, the objectives of the work are usually well defined but the particular method, technology, process or equipment to be used must be selected from a range of available alternatives. However, problems in this level are often of a complex or technical nature with solutions not related to previously encountered situations and some creativity and originality is required. Guidance and counsel may be available within the time available to make a choice.

(c) **Specialist knowledge and skills**

Coordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Coordinators are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

(d) **Management skills**

- (i) These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.
- (ii) The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employees' training and development.

(e) **Interpersonal skills**

Positions in this level require the ability to gain cooperation and assistance from clients, members of the public and other employees in the administration of defined activities and in the supervision of other employees or groups of employees. Employees in this level are expected to write reports in their field of expertise and to prepare external correspondence of a routine nature.

(f) **Qualifications and experience**

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE Certificate IV or Associate Diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications

with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

3 CLERICAL & ADMINISTRATIVE EMPLOYEES

3.1 **Grades:** All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.

3.2 An employee shall be graded in the grade where the principal function of their employment, as determined by the employer, is of a clerical nature and is described in this clause.

3.3 Clerical & Administrative Employee Grade 1

(a) The employee may work under direct supervision with regular checking of progress.

(b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

(c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

(d) **Indicative tasks** an employee at this level may perform are as follows:

Information handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents

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

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

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

Organisational: Plan and organise a personal daily work routine.

Team: Complete allocated tasks.

Business financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

3.4 Clerical & Administrative Employee Grade 2

(a) The employee may work under routine supervision with intermittent checking.

- (b) 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.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision-making.
- (d) **Indicative tasks** an employee at this level may perform are as follows:

Information handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.

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

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

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.

Organisational: Organise own work schedule; know roles and functions of other employees.

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

Business financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

3.5 Clerical & Administrative Employee Grade 3

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to coordinate such work.
- (c) 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.
- (d) **Indicative tasks** an employee at this level may perform are as follows:

Information handling: Prepare new files; identify and process inactive files; record documentation movements.

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

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.

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

Organisational: Coordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

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

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.

3.6 Clerical & Administrative Employee Grade 4

- (a) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
- (b) 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.
- (c) 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.
- (d) **Indicative tasks** an employee at this level may perform are as follows:

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.

Communication: Receive and process a request for information; identify information source/s; compose report/correspondence.

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

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.

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.

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

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

3.7 Clerical & Administrative Employee Grade 5

- (a) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
- (b) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- (d) **Indicative tasks** an employee at this level may perform are as follows:

Information handling: Implement new/improved system; update incoming publications; circulate publications; identify information source/s inside and outside the organisation.

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

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

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

Organisational: Organise meetings; plan and organise conference.

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.

Business financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing 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.

Assistant in Nursing Team Leader means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate qualifications/experience acceptable to the employer who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.

Assistant Director of Nursing means:

- (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.

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

Clinical Nurse Educator means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

Clinical Nurse Specialist means:

- (a) In residential aged care facilities where there are 250 or more beds:

A registered nurse with specific post registration qualifications and 12 months' experience working in the clinical area of their specified post registration qualification; or a registered nurse with four years' post registration experience in a specific clinical area and working in the clinical area of their specified post registration experience.

(b) In residential aged care facilities where there are less than 250 beds:

A registered nurse with specific post registration qualifications and 12 months' experience working in the clinical areas of their specified post registration qualification.

Deputy Director of Nursing means a registered nurse appointed to assist the Director of Nursing in the management of a nursing home and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.

Director of Nursing means a registered nurse who is responsible for the overall care of the residents of the nursing home.

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

Upon being authorised to administer medications by the Board an employee will be classified as an EN.

- Where an employee was previously classified as an EN (without medication qualification) - Thereafter the employee will be paid as an EN - Authorised level (b).
- Where an employee was not previously classified as an EN (without medication qualification) - Thereafter the employee shall be paid at level (a).
- An employee classified at level (a) who is not required to deliver medication shall be entitled to progress to level (b) after one year's service.
- Once an EN has worked 1,000 hours in a role where they are required to deliver medication, the employee will be classified and paid at the EN Year 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.
- An EN may be required to lead and/or supervise the work of others.

Enrolled Nurse (without medication qualification) means a nurse enrolled with the Board who has the following notation on their licence: "Does not hold Board-approved qualifications in administration of medications" attached to their enrolment.

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

Nurse Educator means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a residential aged care facility or group of residential aged care facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

- (a) A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the third year rate of the salary scale.
- (b) A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the third year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months' satisfactory full-time equivalent service, provided that progression shall not be beyond the third year rate unless the person possesses the qualifications detailed in paragraphs (a) and (b). Persons appointed to the third year rate by virtue of those paragraphs shall progress to the fourth year rate after completion of 12 months' satisfactory full-time service.

Nurse Practitioner means a registered nurse appointed as such and who is authorised by the Board, pursuant to Schedule 3, section 3.1 of the *Health Professionals Regulations 2004*, to practice as a Nurse Practitioner.

Registered Nurse (RN) means a person registered by the Board as such.

Registered Nurse Level 1 (RN1) is a Registered Nurse performing duties within the scope of those of the Registered Nurse - level 1 (RN1) as described in the Nurses Award 2010.

Senior Nurse Educator means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator. A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, coordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a residential

aged care facility or in a group of residential aged care facilities. Incremental progression shall be on completion of 12 months' satisfactory service.

Student Enrolled Nurse means a person who is being trained to become an enrolled nurse.

III. HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS

Diversional Therapists

"Diversional Therapist" shall mean a person who provides, facilitates and coordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: an Associate Diploma and Diploma of Applied Science (Diversional Therapy); Bachelor of Applied Sciences (Leisure and Health); Bachelor of Applied Science (Diversional Therapy); Diploma or Bachelor of Health Sciences (Leisure and Health); an Associate Diploma course in Diversional Therapy; or who has such other qualifications deemed to be equivalent (such as a four-year degree, master's degree or PhD).

The classification structure for diversional therapists will be in accordance with the classification structure for Health Professional Employees generally found under "Other Health Professionals" below. However, the rates of pay will be in accordance with the separate pay rates scale for diversional therapists found in Table 3 of Schedule B to this Agreement.

Other Health Professionals

The following employment classifications and definitions apply to this Agreement, do not apply to nurses' employment classifications and include but are not limited to: Physiotherapists, Dieticians and Speech Pathologists and Diversional Therapists. The rates of pay for therapists other than Diversional Therapists will be as per Table 4 of Schedule B to this Agreement.

A list of common health professionals which are covered by the definitions is contained in Schedule C - List of Common Health Professionals in the Health Professionals and Support Services Award 2010.

Health Professional - Level 1

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

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or

such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Health Professional - Level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks.

They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.

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

Health Professional - Level 3

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

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;

- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

SCHEDULE B – BASE PAY, OTHER RATES AND ALLOWANCES

- effective the first full pay period after the Agreement commences.

Table 1 - Hourly Rates of Pay (\$)

Classification		First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023
Assistant in Nursing (as at 1/7/2022)			
1st year		25.40	26.29
2nd year		25.40	26.29
3rd year		25.40	26.29
4th year & thereafter		25.40	26.29
Experienced Cert III			
1st year		25.40	26.29
2nd year		25.40	26.29
3rd year & thereafter		25.40	26.29
Team Leader		26.30	27.23
Student Enrolled Nurse			
1st year		22.55	23.34
2nd year		23.30	24.12
3rd year		24.03	24.88
4th year & thereafter		24.78	25.65
Enrolled Nurse (w/o med qual)			
1st year		27.85	28.83
2nd year		28.36	29.36
3rd year		28.92	29.94
4th year		29.29	30.32
5th year & thereafter		30.14	31.20
Enrolled Nurse			
level (a)		29.51	30.55
level (b)		30.14	31.2
1st year		30.95	32.04
2nd year		31.68	32.79
3rd year & thereafter		32.42	33.56
Registered Nurse			
1st year		34.97	36.2
2nd year		37.13	38.43
3rd year		39.37	40.75

4th year	41.78	43.25
5th year & thereafter	44.33	45.89

Classification		First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023
Nursing Unit Manager			
Level I	1st year	48.89	50.61
	2nd year +	50.25	52.01
Level II		51.53	53.34
Level III		52.86	54.72
Nurse undergoing pre-registration assessment		27.09	28.04
Clinical Nurse Specialist		45.91	47.52
Clinical Nurse Consultant		54.21	56.11
Clinical Nurse Educator		45.91	47.52
Nurse Educator			
	1st year	48.89	50.61
	2nd year	50.25	52.01
	3rd year	51.53	53.34
	4th year +	54.21	56.11
Senior Nurse Educator			
	1st year	55.49	57.44
	2nd year	56.64	58.63
	3rd year +	58.55	60.6
Nurse Practitioner			
	1st year	60.37	62.49
	2nd year	61.73	63.9
	3rd year	63.51	65.74
	4th year +	65.23	67.52
Assistant Director of Nursing			
	<150 beds	50.25	52.01
	151-250 beds	54.21	56.11
	>250 beds	55.49	57.44
Deputy Director of Nursing			
	<20 beds	51.29	53.09
	20-75 beds	52.62	54.47

	76-100 beds	53.82	55.71
	101-150 beds	54.97	56.9
	151-200 beds	56.64	58.63
	201-250 beds	58.55	60.6
	251-350 beds	60.73	62.86
	351-450 beds	62.89	65.10
	451-750 beds	65.23	67.52
	>750 beds	67.75	70.13
Director of Nursing			
	<26 beds	57.35	59.36
	26-50 beds	60.73	62.86
	51-75 beds	62.03	64.21
	76-100 beds	63.33	65.55
	101-150 beds	65.15	67.44
	151-200 beds	67.33	69.69
	201-250 beds	69.49	71.93
	251-350 beds	72.13	74.66
	351-450 beds	76.45	79.13
	451-750 beds	80.89	83.73
	>750 beds	86.01	89.03

Table 2 - Hourly Rates of Pay (\$)

Classification			First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023
Care Service Employees				
Grade 1				
Grade 2	Level 1		23.80	24.63
	Level 2		25.02	25.90
Grade 3			25.40	26.29
Grade 4			26.72	27.66
Level 1			27.95	28.93
	Level 2	1st year	30.97	32.06
		2nd year	31.68	32.79
		3rd year+	32.42	33.56
Grade 5*			From	32.20
		To	47.95	49.63
Maintenance				
Maintenance Worker				
Level 1			24.91	25.79
Level 2			25.28	26.17
Level 3			26.57	27.50

Level 4		27.82	28.80
Maintenance Supervisor Level 1		29.57	30.61
Maintenance Supervisor Level 2		31.84	32.96
Home Care Employees			
New Entrant		23.50	24.32
Grade 1		23.92	24.76
Grade 2		28.00	28.98
Grade 3		28.50	29.50
Home Care Coordinator			
Grade 1		37.90	39.23
Grade 2		38.66	40.01
Administrative Employees			
	Grade 1	25.19	26.08
	Grade 2	26.90	27.85
	Grade 3	28.53	29.53
	Grade 4	29.84	30.89
	Grade 5	31.23	32.33
Lifestyle Employees			
Lifestyle Assistant		24.47 - 25.42	25.33 – 26.31
Lifestyle Coordinator		26.72 – 32.44	27.66 – 33.58

* Salary Band - Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this Agreement, the rate so negotiated shall be deemed to be the employee's Agreement rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

Table 3 - Rates of Pay (\$ per hour)

Classification	First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023
Diversional Therapists		
Level 1 – Diploma/Assoc. Diploma (UG2) or Bachelor’s Degree		
1st year	26.10	27.02
2nd year	27.26	28.22
3rd year	28.19	29.18
4th year	30.70	31.78
5th year & thereafter	31.79	32.91
Level 1 – 4 Year Degree		
1st year	27.26	28.22
2nd year	28.19	29.18
3rd year	30.70	31.78
4th year & thereafter	31.79	32.91
Level 1 – Master’s Degree		
1st year	28.19	29.18
2nd year	30.70	31.78
3rd year & thereafter	31.79	32.91
Level 1 – PhD Entry		
1st year	30.70	31.78
2nd year & thereafter	31.79	32.91
Diversional Therapists – Level 2		
1st year	31.96	33.08
2nd year	33.10	34.26
3rd year & thereafter	35.73	36.99
Diversional Therapists – Level 3		
1st year	37.29	38.60
2nd year	38.32	39.67
3rd year	39.15	40.53
4th year & thereafter	42.39	43.88

Table 4 - Rates of Pay (\$ per hour)

Classification	First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023
Other Health Professionals		
Health Professional Employee		
Level 1 – 3 or 4 Year Degree		
1st year	28.26	29.25
2nd year	29.95	31
3rd year	31.23	32.33
4th year	32.35	33.49
5th year	33.44	34.62
6th year & thereafter	34.29	35.5
Level 1 – Master’s Degree		
1st year	32.35	33.49
2nd year	33.44	34.62
3rd year & thereafter	34.29	35.5
Level 1 – PhD		
1st year	33.44	34.62
2nd year & thereafter	34.29	35.50
Health Professional Employee		
Level 2		
1st year	34.29	35.50
2nd year	34.77	35.99
3rd year	35.72	36.98
4th year & thereafter	36.52	37.80
Health Professional Employee		
Level 3		
1st year	37.29	38.60
2nd year	38.32	39.67
3rd year	39.15	40.53
4th year	40.87	42.31
5th year & thereafter	42.39	43.88

Table 5 - Other Rates and Allowances

Item No.	Brief Description	Clause No.	First full pay period on or after 1 July 2022	First full pay period on or after 1 July 2023
			(\$)	(\$)
1	Sleepover	19.4(b)(iv)	2.4 hours of ordinary pay	2.4 hours of ordinary pay
2	Overtime - Breakfast	19.7(a)(i)	15.19 per meal	15.73 per meal
3	Overtime – Lunch	19.7(a)(ii)	19.64 per meal	20.33 per meal
4	Overtime – Evening Meal	19.7(a)(iii)	28.66 per meal	29.67 per meal
5	Vehicle Allowance	16.6(b) 19.5(c) 37.4(e)	As per the Aged Care Award	As per the Aged Care Award
6	Vehicle Allowance – official business	19.2(b)	As per the Aged Care Award	As per the Aged Care Award
7	In charge of residential aged care facility – less than 100 beds	19.1(a)	26.08 per shift	27 per shift
8	In charge of residential aged care facility – 100 beds or more	19.1(a)	42.03 per shift	43.51 per shift
9	In charge of section	19.1(b)	26.08 per shift	27 per shift
10	Uniform	19.3(b)	0.20 per hour	0.21 per hour
11	Shoes	19.3(c)	0.07 per hour	0.08 per hour
12	Socks	19.3(d)	0.03 per hour	0.04 per hour
13	Laundry	19.3(a)	0.16 per hour	0.17 per hour
14	On call	19.5(a)	23.27 per day	24.09 per day
15	On call during meal break	19.5(b)	12.58 per period	13.03 per period
16	Climatic & Isolation	19.9(b) 19.10(b)	0.17 per hour	0.18 per hour
17	Climatic & Isolation	19.9(c) 19.10(c)	0.32 per hour	0.34 per hour
18	Continuing education allowance: RN	19.8(g)	20.66 per week	21.39 per week
19	Continuing education allowance: RN	19.8(h)	34.42 per week	35.63 per week
20	Continuing education allowance: RN	19.8(i)	41.29 per week	42.74 per week
21	Continuing education allowance: EN	19.8(j)	13.77 per week	14.26 per week
22	Broken Shift	13.5(d)	0.5 hour of ordinary pay per shift	0.5 hour of ordinary pay per shift

IN THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/4965

Applicant: The Salvation Army (NSW) Property Trust & The Salvation Army (QLD) Property Trust

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Jude Gibson, General Manager Workplace Relations have the authority given to me by The Salvation Army (NSW) Property Trust and The Salvation Army (QLD) Property Trust (collectively known as The Salvation Army) to give the following undertakings with respect to The Salvation Army Aged Care NSW, ACT and Queensland Enterprise Agreement 2022 ("the Agreement"):

BOOT - Aged Care Award

Undertaking 1-5 applies to the Agreement employees whose relevant Award is the Aged Care Award

1. Notwithstanding clause 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee for overtime at the applicable percentage of the employee's base wage rate, as follows:
 - i. Mon – Fri: 187.5% (first 2 hours) and 250% thereafter
 - ii. Sat-Sun: 250%
 - iii. Public Holiday: 312.5%The rates prescribed in this clause will be in substitution for and not cumulative upon:
 - i. the casual loading in clause 12.2c and 12.3c and;
 - ii. the amounts prescribed for overtime in clauses 12.2(d) and 12.3(d).
2. Notwithstanding clause 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee covered by the Aged Care Award the following:
 - i. 175% on Saturdays and
 - ii. 200% for Sundays
 - iii. 275% for public holidaysThe rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.
3. Afternoon and Night Shift – The Salvation Army must pay a casual employee covered by the Aged Care Award the following:
 - i. 135% for afternoon shifts commencing after 10.00 am and before 1 pm
 - ii. 137.5% for afternoon shifts commencing on or after 1 pm and before 4 pm
 - iii. 135% for night shifts commencing on or after 4 am and before 6 am
 - iv. 140% for night shifts commencing on or after 4 pm and before 4 am

4. A day worker is an employee who regularly works between 6.00 am and 6.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
5. The Salvation Army must pay an employee for all overtime worked on a Saturday at the rate of double-time, despite clause 16.4(a).

BOOT – Health Professionals Award

Undertaking 6-10 applies to the Agreement employees whose relevant Award is the Health Professionals Award

6. The Salvation Army confirms that the rates of pay for Health Professionals across all levels will be lifted to 5% above the corresponding Award rate.
7. The Salvation Army undertakes that casual employee - Queensland employed under the Health Professionals Award will:
 - a. Apply the following penalties for casuals in Queensland in excess of 38 hours per week or 76 hours per fortnight or 10 hours per day:
 - i. Mon – Fri: 187.5% (first 2 hours) and 250% thereafter
 - ii. Sat-Sun: 250%
 - iii. Public Holiday: 312.5%

The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.
8. The Salvation Army undertakes that casual employee employed under the Health Award will:
 - i. Apply the weekend penalty loading of 175% on Saturdays and
 - ii. 200% for Sundays

The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.
9. A day worker is an employee who regularly works between 6.00 am and 6.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.
10. Given that rates have been lifted to 5% above the award rate the Salvation Army undertakes to ensure that appropriate shift penalties are applied under the Health Professional Award for shift workers outside the span of hours.

BOOT – Nurses Award

Undertaking 11-16 applies to the Agreement employees whose relevant Award is the Nurses Award

11. The Salvation Army must pay a Student Enrolled Nurse in the 1st year 10% more than the Nurses Award 2020 base rate for a student enrolled nurse who is 21 years of age and over.

12. Afternoon and Night Shift - Notwithstanding clauses 12.2, 12.3, 17.1 (a-d) and 17.1(g) of the Agreement, The Salvation Army must pay a casual employee covered by the Nurses Award at the applicable percentage of the employee's base wage rate, as follows:
 - i. 135% for an afternoon shift commencing on or after 10 am and before 12 pm
 - ii. 137.5% for an afternoon shift commencing on or after 12 pm and before 4 pm
 - iii. 140% for a night shift commencing on or after 4 pm and before 4 am on the following day
 - iv. 135% for a night shift commencing at or after 4 am and before 6 am

13. Notwithstanding clauses 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee covered by the Nurses Award for overtime at the applicable percentage of the employee's base wage rate, as follows:
 - i. Mon – Fri: 187.5% (first 2 hours) and 250% thereafter
 - ii. Sat-Sun: 250%
 - iii. Public Holiday: 312.5%The rates prescribed in this clause will be in substitution for and not cumulative upon:
 - i. the casual loading in clause 12.2c and 12.3c and;
 - ii. the amounts prescribed for overtime in clauses 12.2(d) and 12.3(d).

14. Notwithstanding clauses 12.2 and 12.3 of the Agreement, The Salvation Army must pay a casual employee who is a Registered Nurse or an Enrolled Nurse for work in ordinary time at the applicable percentage of the employee's base wage rate, as follows:
 - i. 175% for Saturday
 - ii. 200% for Sunday
 - iii. 275% for public holidaysThe rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.

15. The Salvation Army must pay a casual employee employed in the classification of Assistant in Nursing, Student Enrolled Nurse or Nurse undergoing pre-registration assessment for work in ordinary time at the applicable percentage of the employee's base wage rate, as follows:
 - i. 187.5% for Saturday
 - ii. 218.75% for Sunday
 - iii. 275% for public holidays

The rates prescribed in this clause will be in substitution for and not cumulative upon the casual loading in clause 12.2c and 12.3c of the agreement.

16. A day worker is an employee who regularly works between 6.00 am and 6.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 6.00 pm Monday to Friday.

BOOT – SCHADS Award

Undertaking 17-20 applies to the Agreement employees whose relevant Award is the SCHADS Award

17. The base wage rate for a Grade 1 home care employee is:

- i. \$25.00 per hour from the first full pay period on or after 1 July 2022 and;
- ii. \$25.88 per hour from the first full pay period on or after 1 July 2023; despite Table 2 of Schedule B.

18. A day worker is an employee who regularly works between 6.00 am and 8.00 pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6.00 am and 8.00 pm Monday to Friday.

19. The Salvation Army must pay weekend penalties in accordance with SCHADS Award clause 26.1 and 26.4.

20. The span for a sleepover will be a continuous period of 8 hours, despite any other term of this Agreement. The employer may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work.

These undertakings are provided on the basis of issues raised by the ANMF and the Fair Work Commission in the application before the Fair Work Commission.

Name: Jude Gibson

Signature: 

Title: General Manager Workplace Relations

6 February 2023

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.