



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Warrigal Care T/A Warrigal Care
(AG2022/4631)

**WARRIGAL AND NSW NURSES AND MIDWIVES' ASSOCIATION,
AUSTRALIAN NURSING AND MIDWIFERY FEDERATION NSW
BRANCH, HEALTH SERVICES UNION NSW/ACT/QLD BRANCH AND
THE AUSTRALIAN NURSING AND MIDWIFERY FEDERATION –
AUSTRALIAN CAPITAL TERRITORY BRANCH ENTERPRISE
AGREEMENT 2022**

Aged care industry

DEPUTY PRESIDENT EASTON

SYDNEY, 1 DECEMBER 2022

Application for approval of the Warrigal and NSW Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch, Health Services Union NSW/ACT/QLD Branch and the Australian Nursing and Midwifery Federation – Australian Capital Territory Branch Enterprise Agreement 2022.

[1] Warrigal Care T/A Warrigal Care (**the Employer**) has made an application for the approval of the *Warrigal and NSW Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch, Health Services Union NSW/ACT/QLD Branch and the Australian Nursing and Midwifery Federation – Australian Capital Territory Branch Enterprise Agreement 2022* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings, a copy of which are attached as Annexure A to this decision. The undertakings can be accepted under s.190 of the Act because I am satisfied that they will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the agreement pursuant to s.191 of the Act.

[3] Subject to the Employer's undertakings, I am satisfied that each relevant requirement in sections 186, 187, 188 and 190 of the Act has been met.

[4] The Australian Nursing and Midwifery Federation – ACT Branch and NSW Branch (ANMF) and Health Services Union (HSU) were bargaining representatives for the Agreement and 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 the ANMF and the HSU.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 8 December 2022. The nominal expiry date of the Agreement is 30 June 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2022/4631

Employer:

Warrigal Care (Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Warrigal and NSW Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch, Health Services Union NSW/ACT/QLD Branch and the Australian Nursing and Midwifery Federation – Australian Capital Territory Enterprise Agreement 2022 (Agreement)

Authorised representative:

Maree Healey
Employee Relations Advisor

Undertaking- Section 190

For and on behalf of the Employer I, Maree Healey:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. A new clause 26.7 is included in the Agreement as follows:

"A casual nursing employee will be paid only for those public holidays they work at 200% of the casual hourly rate.

This rate will be in substitution for, and not cumulative with the casual loading in Clause 23.3.

Payments under this Clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday".
 - b. The following is removed from Clause 25.5:

"(c) This provision does not apply to employees employed in the classifications of Clinical Nurse Specialist, Nurse Practitioner,

Clinical Nurse Consultant, Clinical Nurse Educator, Deputy Residential Services Manager/Assistant General Manager and Residential Services Manager/General Manager”.

- c. The following is removed from Clause 27.13(c):

“(c) This provision does not apply to employees employed in the classifications of Clinical Nurse Specialist, Nurse Practitioner, Clinical Nurse Consultant, Clinical Nurse Educator, Deputy Residential Services Manager/Assistant General Manager and Residential Services Manager/General Manager”.

- d. Clause 26.7 is amended as follows:

“A full-time or part-time employee (including an employee employed in a nursing classification in this Agreement) who is required to and does work on any public holiday prescribed in this clause will be paid in lieu of all other shift allowances and weekend penalties their Base Rate of Pay plus time and a half (150%) for all time worked”.

- e. Clause 16.1(c) is amended as follows:

“Each shift will commence of no more than eight (8) hours on a day shift or 10 hours on a night shift”.

- f. Clause 24(a)(i) is amended as follows:


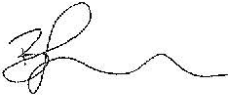
“10% for afternoon shift commencing at 10:00am and before 1:00pm”.

- g. The last line of Clause 27.4(b) is amended as follows:

“Notwithstanding, hours worked in excess of 10 hours per day will warrant payment at overtime rates”.

- h. From 1 February 2023, an employee’s entitlement to paid “Family and Domestic Violence” under Clause 36 of the Enterprise Agreement (which includes full-time, part-time and casual employees) will be in accordance with the relevant entitlement under the National Employment Standards.

Date signed:	30 November 2022
For and on behalf of the Employer by:	Maree Healey

[In accordance with s.190(5) of the FW Act]	
Signature:	
Witness name:	Brittany Scognamiglio
Witness signature:	

Warrigal Enterprise Agreement 2022

Warrigal, NSWNMA, ANMF ACT Branch and
HSU NSW/ACT/QLD Branch

October 2022

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

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PART 1

PRELIMINARIES

PART 1 PRELIMINARIES

PART 1 – PRELIMINARIES

1. Title

- 1.1. This Agreement is the Warrigal and NSW Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch, Health Services Union NSW/ACT/QLD Branch and the Australian Nursing and Midwifery Federation – Australian Capital Territory Branch Enterprise Agreement 2022.

2. Objectives

- 2.1. In accordance with the Vision, Philosophy and Values of Warrigal, this Agreement will support excellence in aged care for our customers and the community.
- 2.2. This Agreement will:
- a) Encourage the achievement of best practice standards in all aspects of Warrigal's operations, meeting the requirements of any governing legislation and standards, and the culture and philosophy of Warrigal.
 - b) Provide appropriate, consistent and flexible terms and conditions of employment that will assist with the attraction and retention of qualified staff, who are skilled within the Aged Care and Home Care industries.
 - c) Promote a work/life balance and family friendly initiatives that maintain Warrigal's reputation as an employer of choice.
 - d) Encourage the development of skills and attributes essential for each employee to perform their role.
 - e) Improve communication, consultation, cooperation and flexibility in the workplace.
 - f) Facilitate Warrigal's work ethic of responsibility and accountability amongst the workforce, regardless of job classification.
 - g) Establish, promote and maintain a safe and healthy workplace.

3. Parties to this Agreement

- 3.1. The parties to this Agreement are:
- a) Warrigal Care (ABN 34 002 392 636) trading as Warrigal, which includes those services as defined within this Agreement.
 - b) The New South Wales Nurses and Midwives' Association (NSWNMA) and, the Australian Nursing and Midwifery Federation NSW Branch (ANF).

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- c) The Health Services Union (HSU) New South Wales/Australian Capital Territory/Queensland Branch.
- d) The Australian Nursing and Midwifery Federation – Australian Capital Territory Branch (ANMF ACT).
- e) All employees in the classifications described and listed in [Schedule A, Table 1](#) and [Schedule B - Classifications Summary](#) to this Agreement.

4. Duration, Expiry and Renegotiation of Agreement

- 4.1. This Agreement will come into effect seven (7) days from the date in which it is approved by the Fair Work Commission, and will expire on 30 June 2025.
- 4.2. Upon expiry this Agreement will continue to operate until it is replaced by a new Agreement.
- 4.3. The parties agree to commence negotiation of a new Agreement at least 6 months prior to the expiration of this Agreement.

5. Definitions

For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (Cth) (as amended or replaced from time to time).

Agreement means this Agreement, the Warrigal and NSW Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch, Health Services Union NSW/ACT/QLD Branch and the Australian Nursing and Midwifery Federation – Australian Capital Territory Branch Enterprise Agreement 2022.

Base Rate of Pay means a rate of pay for a period worked that does not include incentive-based payments and bonuses, loadings, monetary allowances, overtime or penalty rates or any other similar separately identifiable entitlements.

Board means the Nursing and Midwifery Board of Australia or the Australian Health Regulation Agency as appropriate in the particular circumstances.

Broken Shift 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 will not exceed 12 hours.

Child includes the following:

- a) an adopted child;
- b) a stepchild;
- c) an ex-nuptial child;
- d) an adult child; and
- e) a foster child.

Day worker means an employee who works their ordinary hours from Monday to Friday, between 6.00am and 6.00pm.

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

Employees means employees of Warrigal engaged to perform work in an Employment Classification.

Employer means the following Warrigal services:

- a) Coniston
- b) Wollongong
- c) Shell Cove
- d) Albion Park Rail
- e) Mount Warrigal
- f) Mt Terry
- g) Group Social Illawarra
- h) Bundanoon
- i) Goulburn
- j) Queanbeyan
- k) Stirling
- l) Calwell
- m) Warrigal Home Services Illawarra
- n) Warrigal Home Services Goulburn
- o) Warrigal Home Services Queanbeyan
- p) Warrigal Home Services Southern Highlands
- q) Any other service locations of Warrigal established during the life of this Agreement.

Employment classifications mean those set out in [Schedule A, Table 1 – Rates of Pay](#) [Schedule B – Classifications Summary](#), to this Agreement and further defined by job descriptions as varied from time to time. It does not extend to classifications that are not contained or described within [Schedule B to this Agreement](#).

Fair Work Commission means the Fair Work Commission or its successor.

Immediate family means:

- a) A spouse, de facto partner (including former spouse or 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.

Home Services means care that is provided to customers within the customer's own home environment. Such care may include but not be limited to assistance with mobility, toileting and grooming, assistance with feeding and light meal preparation, activities and other tasks as noted within [Schedule B - Classifications Summary](#), Home Services, to this Agreement. This is usually however not always working autonomously.

Household member means a person whose principal place of residence is the same as that of the employee.

Medical certificate means a certificate signed by a registered health practitioner.

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National Employment Standards (“NES”) means the National Employment Standards as contained in the Act.

Nominal hours means those contracted hours provided to the employee by their contract of employment and worked in accordance with the fortnightly roster as varied from time to time.

On call means the employee is ready and available to return to work at short notice whilst off duty.

Ordinary pay means the Employee’s base rate of pay and any applicable over-agreement payments for ordinary hours of work, but does not include shift or weekend penalties the employee may be paid.

Redundancy means a situation where the role an employee is performing is no longer required to be performed by anyone.

Registered health practitioner means a nominated treating doctor, specialist, hospital, dentist, physiotherapist, chiropractor, psychologist/psychiatrist or counsellor.

Regulations means the *Fair Work Regulations 2009* (Cth) as amended or replaced from time to time.

SCHCDS award means the “Social, Community, Home Care and Disability Services Industry Award 2010” as varied from time to time.

Significant effects include termination of employment; major changes in the composition, operation or size of Warrigal’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.

Shift Worker – Nursing Staff – means an employee who is classified as a nursing employee in [Schedule A](#) of this Agreement, who is not a day worker and who is regularly rostered over seven days a week and regularly works on weekends.

Shift Worker – Aged Care Staff – means an employee who is classified as an aged care employee in [Schedule A](#) of this Agreement, who:

- (i) is regularly rostered to work their ordinary hours of work outside the ordinary hours of work as a day worker as defined; and/or
- (ii) an employee who works for more than four ordinary hours on 10 or more weekends.

Union means the NSWNMA, HSU or ANMF ACT.

6. Complete Agreement

- 6.1. This Agreement provides all terms and conditions for those employees employed in the classifications outlined in [Schedule A](#) and [B](#) of this Agreement.

PART 1 PRELIMINARIES

- 6.2. At no time will any of the provisions of this Agreement be any less than those in the NES or relevant legislation. Where a term of this Agreement does provide a lesser benefit, then the NES or relevant legislation will apply to the extent of the inconsistency.
- 6.3. This Agreement does not replace the following:
- a) Work health and safety legislation;
 - b) Workers compensation legislation;
 - c) Obligations in relation to trainees and apprentices; and
 - d) Obligations under relevant tax laws and regulations.

7. Consultation Regarding Major Workplace Change

- 7.1. Where Warrigal 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, Warrigal must notify the employees who may be affected by the proposed changes and their representatives, if any.
- 7.2. Warrigal must discuss with the employees affected and their representatives (if any), the introduction of the changes referred to in Clause 7.1, 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.
- 7.3. The discussions must commence as early as practicable after a definite decision has been made by Warrigal to make the changes referred to in Clause 7.1.
- 7.4. For the purposes of such discussion, Warrigal must provide in writing to the employees concerned and their representatives, 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 Warrigal is not required to disclose confidential information the disclosure of which would be contrary to Warrigal's interests.

8. Consultation about Changes to Rosters or Hours of Work

- 8.1. Where Warrigal proposes to change an employee's regular roster or ordinary hours of work, Warrigal must consult with the employee(s) affected and their representatives (if any), about the proposed change.
- 8.2. Warrigal must:
- a) provide to the employee(s) affected and their representatives information about the proposed change (for example, information about the nature of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

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- b) invite the employee(s) affected and their representatives to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - c) give consideration to any views about the impact of the proposed change that are given by the employees(s) concerned and/or their representatives.
- 8.3. The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours (i.e. casual employees).
- 8.4. These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

9. Agreement Flexibility

- 9.1. Warrigal and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this Agreement if:
 - a) the Agreement deals with one 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 Warrigal and the employee in relation to one or more of the matters mentioned in clause 9.1(a); and
 - c) the arrangement is genuinely agreed to by Warrigal and the employee.
- 9.2. Warrigal must ensure that the terms of the individual flexibility arrangement:
 - a) are about permitted matters under section 172 of the Act; and
 - b) are not unlawful terms under section 194 of the Act; and
 - c) Result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.3. Warrigal must ensure that the individual flexibility arrangement:
 - a) is in writing; and
 - b) includes the name of Warrigal and the employee; and

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- c) is signed by Warrigal and the 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
 - iv) states the day on which the arrangement commences.
- 9.4. Warrigal must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.5. Warrigal or the 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 Warrigal and the employee agree in writing – at any time.
- 9.6. Warrigal, when seeking to enter into an individual flexibility arrangement with an employee, must provide a written proposal to the employee. Where the employee's understand of written English is limited, Warrigal must take measures, including translation of the proposal into the employee's native language, to ensure that the employee understands the proposal.

10. Resolution of Disputes

- 10.1. In the event of a dispute about any matter, , in the first instance the parties must attempt to resolve the matter at the workplace in a timely manner by discussions between the employee or employees concerned and the relevant supervisor. If such discussions do not resolve the dispute, the parties will endeavour to resolve the dispute in a timely manner by discussions between the employee or employees concerned and more senior levels of management as appropriate.
- 10.2. Warrigal will provide written acknowledgement that it has received notification of a dispute under this clause within two (2) working days of receipt of the notification.
- 10.3. The parties agree that disputes in relation to requests for reasonable working arrangements and extending a period of unpaid parental leave may be dealt with under the terms of this clause.
- 10.4. Warrigal or the employee may appoint another person or the union to accompany and/or represent them for the purposes of this clause.

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- 10.5. If a dispute is unable to be resolved at the workplace, and all appropriate steps under this clause have been taken, a party to the dispute may refer the dispute to the Fair Work Commission. This is not intended to prevent a party referring the dispute to another statutory tribunal if that is more appropriate.
- 10.6. Where the matter in dispute remains unresolved, the Fair Work Commission may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 10.7. The parties agree that the Fair Work Commission will have the power to do all such things as are necessary for the just resolution of the dispute including mediation, conciliation and arbitration.
- 10.8. The Fair Work Commission will be provided access to the workplace to inspect or view any work, material, machinery, appliance, article, document or other thing or interview any employee who is usually engaged in work at the workplace.
- 10.9. The parties agree that the Fair Work Commission may give all such directions and do all such things as are necessary for the just resolution, remedy and determination of the dispute.
- 10.10. Subject to any review of the Fair Work Commission's decision or direction relating to the dispute, the decision or direction will be accepted by all affected parties as a settlement of the dispute and will be implemented by them.
- 10.11. While the dispute resolution procedure is being conducted, the status quo must remain and work must continue in accordance with this agreement and the Act. Subject to applicable Work Health and Safety legislation, an employee must not unreasonably fail to comply with a direction by Warrigal to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

11. Anti-Discrimination and Equal Employment Opportunity

- 11.1. The parties to this Agreement agree that:
 - a) it is their intention to respect and value the diversity of the workforce by helping to prevent and eliminate discrimination at Warrigal on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin; and
 - b) any dispute concerning these provisions and their operation will be progressed initially under the dispute resolution procedure in this Agreement; and
 - c) nothing in these provisions allows any treatment that would otherwise be prohibited by anti-discrimination provisions in applicable Commonwealth, State or Territory legislation; and
 - d) nothing in these provisions prohibits:

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- i) any discriminatory conduct (or conduct having a discriminatory effect) that is based on the inherent requirements of a particular position; or
- ii) any discriminatory conduct (or conduct having a discriminatory effect) if:
 - the employee is a member of staff of an institution that is conducted in accordance with the doctrines, tenets, beliefs or teachings of a particular religion or creed; and
 - the conduct was in good faith to avoid injury to the religious susceptibilities of that religion or creed.
- iii) any discriminatory conduct (or conduct having a discriminatory effect) that is specifically exempted from the provisions of any applicable Commonwealth, State or Territory anti-discrimination legislation

12. Work Health and Safety

- 12.1. The parties to this Agreement agree that a safe workplace is important and that they will comply with relevant work health and safety laws.

13. Bullying and Harassment

- 13.1. Warrigal endorses a workplace free of bullying and other inappropriate workplace behaviour. Where an employee encounters what they deem inappropriate workplace behaviour, they are encouraged to address this conduct through appropriate personal feedback to the person(s) concerned and/or by discussing this matter with relevant management.
- 13.2. The employee will be provided with confirmation that their complaint is being reviewed, what process will occur and timely feedback provided with the outcome of any investigation that may be required. The privacy and respect of the individuals concerned will be maintained through this process.
- 13.3. The employee has the right to have a support person during this process (such as a union organiser or delegate).
- 13.4. If the matter is not settled, the matter will be dealt with under the Dispute Resolution Procedure or may be pursued through the Fair Work Commission Bullying provisions.

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14. Qualifying Period

- 14.1. Employees (other than casual employees) will be required to complete a qualifying period (also referred to as probationary period) for the first three (3) months of their employment which may be extended by either party for a further three months as necessary. A probation or qualifying period is primarily for the purpose of Warrigal and the employee determining each other's suitability in terms of job-fit, capability to complete required duties, assimilation to work environment, respective expectations and job satisfaction. Ongoing employment with Warrigal will be dependent upon successful completion of the probationary period.
- 14.2. At any time during the probationary or qualifying period, Warrigal or the employee can terminate the employment relationship by providing one week's notice, or payment in lieu of working out such notice.

15. Employment Status

15.1. Full-time Employees

- a) A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week. The employee's ordinary hours of work will not exceed an average of 38 hours per week over a 2 week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 76 ordinary hours in any two week period.

15.2. Part-time Employees

- a) A part-time employee is one engaged to work less hours than a full-time employee on a permanent basis. The employee's ordinary hours of work will not exceed an average of 38 hours per week over a 2 week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 76 ordinary hours in any two week period.

Notwithstanding, where Warrigal and the employee agree, Home Services and Group Social employees may have their hours averaged over a 4 week period such that no more than 152 ordinary hours are worked.

- b) Before commencing part-time employment, Warrigal and the employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work, and the starting and finishing times each day.

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- c) The guaranteed minimum number of ordinary hours per fortnight referred to in Clause 15.2(b) may be varied by mutual agreement and recorded in writing.
- d) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

15.3. Annual Review of Part-time Hours

- a) At the request of an employee, the hours worked by the employee will be reviewed annually.
- b) Warrigal will respond to the employee's request within twenty-one (21) days.
- c) Where the employee is regularly working more than their guaranteed minimum number of hours then such hours will be adjusted by Warrigal and recorded in writing to reflect hours regularly worked.
- d) 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, including but not limited to personal leave, annual leave, long service leave, parental leave, workers compensation; long term leave without pay and/or
 - ii) if the increase in hours is due to a temporary increase in hours only as a result of the specific needs of Warrigal, a resident or client.
- e) Any adjusted contracted hours resulting from a review in accordance with Clause 15.3(a) should readily reflect roster cycles and shift configurations utilised at Warrigal.

15.4. Casual Employees

- a) A casual employee is engaged on an hourly basis only and does not occupy permanent hours or shifts. Where expressly provided for within this Agreement, casual employees will be entitled to the same benefits as full time and part time employees. All casual employees will accrue Long Service Leave in accordance with the long service leave laws in their state or territory.

15.5. Causal Conversion

- a) A casual employee who has been rostered on a regular and systematic basis for a period in excess of 26 weeks has the right to request conversion to permanent employment:
 - i) on a full-time basis where the employee has worked 38 hours per week or an average of 38 hours per week (excluding overtime) throughout the period of casual employment; or

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- ii) on a permanent part-time basis where the employee has worked a regular number of hours each week or fortnight throughout the period of casual employment. Such part-time engagement would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Warrigal and the employee.
- b) Requests to convert from casual employment to permanent employment will not be unreasonably refused.
- c) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work or any other instance where the position is not a funded ongoing permanent role required by Warrigal.

16. Hours

16.1. Arrangement of Hours

- a) The ordinary hours for each full-time and part-time employee will be arranged on a fortnightly basis, into shifts to suit the operational needs of Warrigal. This includes taking into consideration business fluctuations and care needs. Ordinary hours may be averaged in accordance with the provisions of Clause 15, Employment Status.
- b) The ordinary hours of work for a day worker will be worked between 6:00am and 6:00pm, Monday to Friday.
- c) Each shift will consist of no more than 10 hours, however by mutual agreement this may be extended to 11 hours on a night shift.
- d) Subject to Clause 27 (Overtime), all employees will receive a ten (10) hour break between rostered ordinary shifts. By mutual agreement between Warrigal and the employee, the 10 hour rest break may be reduced to eight (8) hours.

16.2. Minimum Engagement Periods

- a) Full-time and part-time employees will receive a minimum payment of four (4) hours for each start in respect of ordinary hours of work
- b) A casual employee will be paid a minimum of three (3) hours pay for each engagement.

16.3. Rostered Days Off ("RDOs")

- c) Ordinary hours must be arranged so that each employee will be entitled to no less than four (4) full days in each fortnight free from duty or two (2) full in each week free from duty (i.e. "rostered days off or RDOs"). Notwithstanding, a Home Services employee may have their ordinary hours arranged so that no less than 8 RDOs per four (4) week period are given and taken, so long as both the employee and Warrigal agree. Such agreement will be in writing and signed by

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both parties with the ability to vary the arrangement with two weeks' notice. Where possible, RDOs are to be given and taken consecutively unless otherwise agreed. Work performed as required by Warrigal on RDOs will be paid as overtime or taken by the employee as time off in lieu of overtime in accordance with Clause 27.

16.4. Allocated Days Off ("ADOs")

- a) A full-time employee covered by this Agreement may have their ordinary hours and shifts arranged so that they are entitled to an allocated day off in each cycle of 28 days.
- b) Alternately, dependent upon the needs of Warrigal, full-time employees may also have their hours arranged without the accrual of an ADO.
- c) A full-time employee's ADO will be determined by mutual agreement between the employee and Warrigal.
- d) Subject to Clause 16.5 Capping of ADOs, ADOs must be taken as they accrue or where Warrigal and the employee agree, up to twelve (12) allocated days off, and no more, may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time as agreed by Warrigal.
- e) No time towards an allocated day off will accumulate during periods of workers compensation, parental leave, long service leave, any period of unpaid leave or annual leave.
- f) Credit towards an ADO will continue to accumulate whilst an employee is on paid personal leave. Where an allocated day off duty falls during a period of personal leave, the employee's available personal leave will not be debited for that day.

16.5. Capping ADOs

- a) An employee may only accrue a maximum of twelve (12) ADOs at any one time. Such ADOs may only be taken at a time agreed between the Warrigal and the employee. Where an employee accrues in excess of 12 ADOs, those surplus ADOs will be paid out at the next pay cycle.

16.6. Cashing out of ADOs for Care Service Employees

- a) Where an Employee is a full-time Care Service Employee and their position needs to be replaced during the taking of one or more ADOs, the employee may request their ADOs be cashed out instead of being taken. This will allow such employee the option to be rostered as per normal rather than being compelled to take an ADO, if they so wish.
- b) Cashing out of ADOs under this Clause may also be used to reduce a Care Service Employee's overall ADO accrual in accordance with the requirements of Clause 16.4(d).

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- c) Notwithstanding, Warrigal retains the right to refuse an employee's request to cash out where Warrigal has reason to believe an ADO should be taken for work health and safety considerations including, but not limited to, workplace fatigue and workload.

17. Broken shifts

- 17.1. The following broken shift provisions do not apply to nursing staff (i.e. nursing staff will not be required to work broken shifts).
- 17.2. An employee may agree to work broken shifts at any time; however an employee may be required to work broken shifts in Home Services or Group Social.
- 17.3. Where an employee has served a period of broken shifts in accordance with Clause 17.1(c) the employee will not be required to serve a further period on broken shifts until they have been off broken shifts for a period equivalent to the previous period on broken shifts.
- 17.4. An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- 17.5. All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.
- 17.6. Payment for Broken Shifts – Aged Care and Health Professional Employees
 - a) Where broken shifts are worked, the Employee will receive an allowance equivalent to half an hour of their ordinary pay for each time such a shift is broken.
 - b) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clauses 24 and 25 (Shift and Weekend Work), with shift allowances being determined by the commencing time of the broken shift.
 - c) Each portion of the broken shift will meet the minimum engagement requirements in Clause 16.2.
- 17.7. Payment for Broken Shifts - Home Services Employees
 - a) Warrigal will only roster a Home Services Employee to work a broken shift of two (2) periods of work with one (1) unpaid break (other than a meal break).
 - b) A Home Services employee required to work a broken shift with one (1) unpaid break will be paid an allowance of \$18.34 per broken shift (as adjusted by the SCHCDS Award).

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- c) Despite Clause 17.7(a) Warrigal and a Home Services Employee may agree that the Employee will work a broken shift of three (3) periods of work with two (2) unpaid breaks (other than meal breaks).
- d) An agreement must be made under Clause 17.7(c) before each occasion that the employee is required to work a broken shift with two (2) unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work in an agreement made under Clause 15.2(b).
- e) A Home Services Employee who works a broken shift with two (2) unpaid breaks will be paid an allowance of \$24.27 per broken shift (as adjusted by the SCHCDS Award).
- f) Where a break in work falls within a minimum payment period in accordance with Clause 16.2 then it is counted as time worked and does not constitute a break in a shift for the purposes of clause 17.7(a) or 17.7(c).
- g) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with Clauses 24 and 25 - Shift and Weekend Work, with shift allowances being determined by the finishing time of the broken shift.
- h) Part-time and casual employees will be paid for two (2) hours minimum, at the appropriate rate, for each shift or period of work in a broken shift.

18. Rosters

- 18.1. The ordinary hours of work for full-time or part-time employees will be displayed on a roster in a place accessible via Warrigal's electronic rostering system. Ordinary hours will be allocated into shifts as set by Warrigal. Such roster will be available two weeks prior to the commencing date of the first working period in any roster.
- 18.2. Notwithstanding Clause 18.1, a roster may be changed at any time by mutual agreement, or so as to enable the service of Warrigal to be carried on where another employee's absence is unplanned, or in an emergency. Warrigal will undertake in such circumstances to provide the employee with as much notice as possible and communicate the changed roster, where practicable providing not less than 24 hours' notice.
- 18.3. Clause 18.2 will not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, or eight days off in each 28 day cycle as the case may be.
- 18.4. Clause 18.1, in the case of Home/Group Social employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, facsimile or email will be accepted.

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- 18.5. Where an employee is entitled to an allocated day off duty in accordance with Clause 16.4 - that allocated day off duty is to be shown on the roster. Each sleepover will also appear on the roster.
- 18.6. Clause 18.1 will not make it obligatory for Warrigal to display any roster of ordinary hours of work of casual employees.
- 18.7. The application of this clause, may not trigger the effect of Clause 7 Consultation for major workplace change but will be judged on a case by case basis.

19. Home Services Client Cancellation

- 19.1. This clause applies where a client cancels or reschedules a scheduled Home Services service, within seven (7) days of the scheduled service, which a full-time or part-time employee was rostered to provide.
- 19.2. Where a service is cancelled by a client under Clause 19.1, Warrigal may either:
- a) Direct the employee to perform other work during those hours in which they were rostered; or
 - b) cancel the rostered shift, or the affected part of the shift.
- 19.3. Where Clause 19.2(a) applies, the employee will be paid the amount payable had the employee performed the cancelled service, or the amount payable in respect of the work actually performed, whichever is greater.
- 19.4. Where Clause 19.2(b) applies, Warrigal must either:
- a) Pay the employee the amount they would have received had the shift or part of the shift had not been cancelled; or
 - b) In circumstances where the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement time of the cancelled service - provide the employee with make-up time. If less than 12 hours' notice is provided, clause 19.4(a) applies.
 - i. Where make-up time is provided, Warrigal must provide the employee with at least 7 days' notice (or a lesser period if agreed by the employee);
 - ii. The make-up time must be worked within six (6) weeks of the date of the cancelled service;
 - iii. Warrigal must consult with the employee in accordance with Clause 8 regarding when the make-up time is to be worked;
 - iv. The make-up time may be made up working with other Home Services clients or otherwise in a Residential Care Home.

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- v. An employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is greater.
- 19.5. Where Warrigal is unable to meet the minimum specified hours of a permanent employee for that pay period, for reasons associated with death of the client, hospitalisation or other like extenuating circumstances of the client, the following procedures will be followed in the sequence provided:
 - a) Work will be re-allocated from casual employees to the permanent employee; or
 - b) Hours will be reallocated from another employee who is working hours additional to their minimum guaranteed hours; or
 - c) Work will be allocated with other Home Services clients, or another Warrigal service (such as Residential Care).

20. Meal Breaks and Tea Breaks

- 20.1. For each four (4) hours worked the employee will be entitled to a paid ten minute tea break.
- 20.2. In addition, where an employee works greater than five (5) hours, one unpaid meal break of a minimum of 30 minutes (and up to 60 minutes) will be provided, to be taken at a time agreed to by Warrigal. Such time will not count as time worked, subject to clause 20.3 and 20.4 below.
- 20.3. Residential Care Staff - where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.
- 20.4. Home Services/Group Social- where an employee is required by Warrigal to have a meal with a client(s) as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and Clause 27 Overtime does not apply. This paid meal period is to be counted as time worked.

21. Recognition of Service and Experience for Nursing Staff

- 21.1. From the time of commencement of employment an employee has three (3) months in which to provide documentary evidence to Warrigal 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.

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- 21.2. Until such time the employee provides this documentation, the employee will be paid at the level for which proof has been provided.
- 21.3. If within 3 months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, Warrigal will pay the employee at the appropriate rate as and from the date of commencement that would have been paid had the evidence been provided.
- 21.4. If an employee provides the evidence after the 3 month period, the employee will be paid a rate appropriate for the previous relevant service or experience from the date of providing that evidence to Warrigal.
- 21.5. An employee who is working in the same classification for more than one organisation will notify Warrigal within one (1) month of the end of each quarter of their hours worked with those other employer's in the last quarter.
- 21.6. 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 3 months of that entitlement arising. If that proof is so provided, the employee will 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 will be paid at the higher rate only from the date that proof was provided.
- 21.7. For the purpose of yearly progression based on service and experience, a "year" is 1786 hours.

22. Regrading of Employee Classification

- 22.1. Where the nature of the work undertaken by an employee changes, such that a 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.
- 22.2. An application for re-grading by an employee must be made in writing.
- 22.3. Warrigal must respond to the request in writing within three (3) weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.
- 22.4. Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
 - a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;

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- b) are permanent or temporary (e.g. if an employee is covering an absence of a staff member who is expected to return to work this would not qualify for regarding); and/or
 - c) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading).
- 22.5. This clause will not apply where the position is not a funded ongoing permanent role required by Warrigal.
- 22.6. The operation of this clause does not preclude the operation of other provisions in the Agreement in regards to employee reclassification.
- 22.7. Where a dispute arises regarding this clause, the parties have recourse to the disputes procedure.

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23. Pay and Payment

- 23.1. For all hours worked, employees will be paid a Base Rate of Pay relevant to their classification in accordance with [Schedule A](#).
- 23.2. In addition, for hours completed Monday to Friday, an employee will also receive, a day/night penalty rate that is relevant to that particular shift worked.
- 23.3. In addition to the payments referred to in Clauses 23.1 and 23.2 a casual employee will also receive, for all work completed Monday to Friday, a casual loading of 25% calculated against the Base Rate of Pay. The casual loading is inclusive of the 1/12th payment for annual leave.
- 23.4. For all work completed on a Saturday, Sunday or Public Holiday, employees whether full-time, part-time or casual, will be paid their Base Rate of Pay, plus the applicable penalty payment or public holiday loading in accordance with Clauses 24 and 25 Shift and Weekend Work or Clause 26, Public Holidays.

24. Shift Work

- a) Employees will be paid the following percentages in addition to their ordinary pay, and where applicable, the casual loading, for shifts rostered as follows:
- i. 10% for afternoon shift commencing after 10:00 am and before 1:00 pm.
 - ii. 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
 - iii. 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
 - iv. 10% for night shift commencing at or after 4:00 am and before 6:00 am (15% for Home Services Employees)
- b) Employees working less than the hours prescribed for a full-time employee will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish after 6.00pm.

25. Weekend Work

- 25.1. Full-time and Part-time Aged Care, Nursing and Health Professionals Employees

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- a) In addition to the Base Rate of Pay, full-time and part-time Aged Care, Nursing and Health Professional employees will be entitled to the following penalty rates per hour for ordinary hours of work occurring on a Saturday or a Sunday:
 - i. for work between midnight on Friday and midnight on Saturday – 50%
 - ii. for work between midnight on Saturday and midnight on Sunday – 75%

25.2. Full-time and Part-time Employees – Home Services Employees

- a) In addition to the Base Rate of Pay, full-time and part-time Home Services Employees will be entitled to the following penalty rates per hour for ordinary hours of work occurring on a Saturday or Sunday:
 - i. For work between midnight on Friday and midnight on Saturday – 50%
 - ii. For work between midnight on Saturday and midnight on Sunday – 100%

25.3. Casual Aged Care Employees

- a) A casual Aged Care employee who works on a weekend will be paid the following rates:
 - i. Between midnight Friday and midnight Saturday – 175% of the Base Rate of Pay; and
 - ii. Between midnight Saturday and midnight Sunday – 200% of the Base Rate of Pay.
- b) These rates will be in substitution for, and not cumulative with the casual loading in Clause 23.3.

25.4. Casual Home Services Employees

- a) A casual Home Services employee who works on a weekend will be paid the following rates:
 - i. Between midnight Friday and midnight Saturday – 175% of the Base Rate of Pay; and
 - ii. Between midnight Saturday and midnight Sunday – 225% of the Base Rate of Pay.
- b) These rates will be in substitution for, and not cumulative with the casual loading in Clause 23.3.

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25.5. Casual Nursing Employees

- a) A casual Nursing employee who works on the weekend will be paid the following rates:
 - i. Between midnight Friday and midnight Saturday – 150% of the casual hourly rate; and
 - ii. Between midnight Saturday and midnight Sunday – 175% of the casual hourly rate.
- c) This provision does not apply to employees employed in the classifications of Clinical Nurse Specialist, Nurse Practitioner, Clinical Nurse Consultant, Clinical Nurse Educator, Deputy Residential Services Manager/Assistant General Manager and Residential Services Manager/General Manager.

25.6. Casual Physiotherapist Assistant

- a) A casual Physiotherapist Assistant who works on the weekend will be paid the following rates:

Between midnight Friday and midnight Sunday – 175% of the Base Rate of Pay.
- b) This rate will be in substitution for, and not cumulative with the casual loading in Clause 23.3.

26. Public Holidays

- 26.1. Where a public holiday falls on a day that an employee would have ordinarily been rostered to work, that employee will be allowed such Public Holiday without loss of Base Rate of Pay, for the time they would have worked, had it not been a Public Holiday.
- 26.2. The following days will be public holidays, 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 and any other day or part thereof proclaimed and observed as a public holiday within the area in which the Residential Care Home/Service is situated (such as Canberra Day in the Australian Capital Territory).
- 26.3. In each calendar year, where no additional public holiday (or part thereof) in accordance with Clause 26.2 above is proclaimed and observed, Warrigal will grant an extra public holiday, to be observed on the August Bank Holiday, or on a day between Christmas Day and New Year's Day, or such other day as determined by Warrigal and advised to the Employee.
- 26.4. This Agreement expressly contemplates that Warrigal will require work on public holidays and the parties acknowledge that the nature of the work performed by the

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employee, the type of employment of the employee (for example, whether full-time, part-time, casual or shift work) and the nature of the Warrigal's services, will require work on public holidays, from time to time.

- 26.5. Warrigal may request an employee to work on a public holiday.
- 26.6. The employee may refuse the request (and instead have a Public Holiday off without loss of Base Rate of Pay) 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, that is:
- a) the risk to the employee's health and safety;
 - b) the employee's personal circumstances including any family and carer responsibilities;
 - c) the needs of the Residential Care Home/Service;
 - d) the notice (if any) given by Warrigal of the public holiday to be worked and by the employee of his or her intention to refuse it; and
 - e) any other relevant matter.
- 26.7. A full-time or part-time employee who is required to and does work on any public holiday prescribed in this clause will be paid in lieu of all other shift allowances and weekend penalties their Base Rate of Pay plus time and a half (150%) for all time worked.
- 26.8. Casual Aged Care, Home Services, and Physiotherapist Assistant Employees
- a) A casual Aged Care, Home Services and Physiotherapist Assistant employee will be paid only for those public holidays they work at 275% of the Base Rate of Pay for hours worked.
 - b) These rates will be in substitution for, and not cumulative with the casual loading in Clause 23.3.
 - c) Payments under this Clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

27. Overtime

- 27.1. All employees, except for those expressly excluded from the provisions of this Clause, are entitled to payment of overtime where Warrigal requires reasonable overtime to be worked.
- 27.2. An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable.
- 27.3. For the purposes of Clause 27.2 what is unreasonable or otherwise, will be determined having regard to:

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- a) the risk to the employee's health and safety;
- b) the employee's personal circumstances including any family and carer responsibilities;
- c) the needs of the Residential Care Home/Service;
- d) the notice (if any) given by Warrigal of the overtime and by the employee of his or her intention to refuse it; and
- e) any other relevant matter.

27.4. Overtime will apply in the following circumstances:

- a) On a daily basis (Full-time Employees) – where a full-time employee works in excess of their daily rostered ordinary hours, so long as that full time shift is no less than eight (8) hours in duration.
- b) On a daily basis (Part-time Employees) – where a part-time employee works in excess of their ordinary hours as rostered for that shift. Notwithstanding, a part-time employee may be paid at ordinary rates for hours worked in excess of their rostered daily ordinary hours, subject to mutual agreement and Warrigal providing reasonable notice of the extra hours to be worked, up to 10 hours per day. Such extra hours as mutually agreed, will not be deemed a variation or alteration to the rosters for that roster period but an add-on to the current roster not incurring overtime. Notwithstanding, hours worked in excess of a full-time equivalent for that shift will warrant payment at overtime rates.
- c) On a daily basis (Casual Employees) – where a casual employee works in excess of 10 hours per day.
- d) On a fortnightly basis – for full-time, part-time and casual employees where in excess of 76 average hours per fortnight are worked.
- e) Notwithstanding Clause 27.4 and subject to mutual agreement as prescribed in Clause 15.2(a), for Home Services employees where in excess of an average of 152 hours over a four week period are worked.
- d) In accordance with Clause 16.1(d) where a full-time or part-time employee fails to have a ten (10) or eight (8) hour break (as applicable) between rostered ordinary shifts. This does not apply to the time period within a Broken Shift.
- f) If a full-time or part-time employee fails to have at least 2 RDOs per week, or 4 RDOs per fortnight, unless otherwise mutually agreed. In the case of a Home Services employee, subject to Clause 16.3(e) at least 8 RDOs per four weeks may be agreed mutually.
- g) An employee required to work overtime following the completion of their normal shift for more than two hours will be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hours overtime and a meal must be provided by Warrigal or a meal allowance paid. All such time will be counted as time worked; provided that benefits of this subclause will not apply to permanent part-time employees, until the expiration of the normal

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shift for a majority of the full-time employees employed on that shift or section concerned.

27.5. Time off in Lieu of Overtime – Aged Care, Home Services and Health Professional Employees

- a) In lieu of receiving payment for overtime in accordance with Clause 27, an Aged Care, Home Services or Health Professional employee may request and Warrigal may offer compensation for time worked by way of time off in lieu of overtime on an hour for hour basis. An employee cannot be compelled to take time off in lieu of overtime payment.

27.6. Time off in Lieu of Overtime – Nursing Employees

- a) In lieu of receiving payment for overtime in accordance with Clause 27, a Nursing employee may request and Warrigal may offer compensation for time worked by way of time off in lieu of overtime equivalent to the overtime payment that would have been made.

27.7. Time off in Lieu of Overtime – General Entitlements

- a) At any time, an employee can request to be paid the accrued time off in lieu entitlements, with Warrigal making payment at the overtime rate applicable to the overtime when worked.
- b) If time off in lieu is not taken within a period of three (3) months in which it is accrued, Warrigal will pay the employee for the overtime worked in the next pay period at the overtime rate applicable to the overtime when worked.
- c) On termination of employment, Warrigal will pay the employee the time off in lieu the employee has accrued but not yet taken at the overtime rate applicable to the overtime when worked.

27.8. Recall to Work

- a) An employee recalled to work overtime after leaving Warrigal's premises and who is required to work for more than four (4) hours will be allowed twenty minutes for the partaking of a meal and a further twenty minutes after each subsequent four hour's overtime; all such time will be counted as time worked and must be provided with a meal by Warrigal or a meal allowance.
- b) With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving Warrigal's place of work will be paid a minimum of four (4) hours at the applicable overtime rate for each time 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 will not be required to work the full four hours if the tasks that they are recalled to perform are completed within a shorter period.

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- c) An employee recalled to work overtime will be reimbursed travel expenses incurred in respect of the recall to work.
- d) Provided that where an Employee elects to use his or her own vehicle to return to work upon being recalled in accordance with Clause 27.8(a), the employee will be paid the per kilometre allowance set out in [Schedule A, Table 2, Allowances](#).

27.9. Full-time and Part-time Home Services and Health Professional Employees

- a) Overtime will be paid at the following rates:
 - i. Time and one half the Base Rate of Pay for the first two (2) hours and
 - ii. Double the Base Rate of Pay thereafter;
 - iii. Provided however, that all overtime worked on Sunday will be paid at double the Base Rate of Pay and all overtime worked on Public Holidays will be paid for at double time and one-half the Base Rate of Pay.

27.10. Full-time and Part-time Nursing Employees

- a) Overtime will be paid at the following rates:
 - i. Time and one half the Base Rate of Pay for the first two (2) hours and
 - ii. Double the Base Rate of Pay thereafter;
 - iii. Provided however, that all overtime worked on Sunday will be paid at double the Base Rate of Pay and all overtime worked on Public Holidays will be paid for at double time and one-half the Base Rate of Pay;
 - iv. If, on the instruction of Warrigal, a Nursing employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the rate of double time the Base Rate of Pay.

27.11. Full-time and Part-time Aged Care Employees

- a) Overtime will be paid at the following rates:
 - i. Time and one half the Base Rate of Pay for the first two (2) hours and
 - ii. Double the Base Rate of Pay thereafter;
 - iii. Provided however, that all overtime worked on Saturday and Sunday will be paid at double the Base Rate of Pay and all overtime worked on Public Holidays will be paid for at double time and one-half the Base Rate of Pay.

27.12. Casual Aged Care Employees

- a) Casual Aged Care Employees will be paid for all time worked in excess of 38 hours per week or 76 hours per fortnight at the following rates:

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- i. Monday to Friday – 187.5% of the hourly rate for the first (2) two hours, and 250% thereafter;
 - ii. Saturday and Sunday – 250% of the hourly rate and;
 - iii. Public Holidays – 312.5% of the hourly rate.
- b) Casual Aged Care Employees will be paid the following rates for all time worked in excess of ten (10) hours per day:
 - i. Monday to Saturday – 187.5% of the hourly rate for the first two (2) hours and 250% of the hourly rate thereafter;
 - ii. Sunday – 250% of the hourly rate and;
 - iii. Public Holidays – 312.5% of the hourly rate.
- c) These overtime rates will be in substitution for and not cumulative with the penalties and loadings in Clauses 24, 25 and 26.

27.13. Casual Nursing Employees

- a) Overtime will be paid at the following rate for casual Nursing employees:
 - i. Monday to Saturday – 150% of the casual hourly rate for the first two (2) hours, and 200% thereafter;
 - ii. Sunday – 200% of the casual hourly rate;
 - iii. Public Holidays – 250% of the casual hourly rate; and
 - iv. Where an employee does not have an eight (8) hour break between rostered ordinary shifts – 200% of the casual hourly rate.
- b) These overtime rates will be in substitution for and not cumulative with the penalties and loadings in Clauses 24, 25 and 26.
- c) This provision does not apply to employees employed in the classifications of Clinical Nurse Specialist, Nurse Practitioner, Clinical Nurse Consultant, Clinical Nurse Educator, Deputy Residential Services Manager/Assistant General Manager and Residential Services Manager/General Manager.

27.14. Casual Home Services Employees

- a) Overtime will be paid at the following rates for casual Home Services Employees:
 - i. Monday to Saturday – 175% of the hourly rate for the first (2) two hours, and 225% thereafter;
 - ii. Sunday – 225% of the hourly rate and;
 - iii. Public Holidays – 275% of the hourly rate.
- b) These overtime rates will be in substitution for and not cumulative with the penalties and loadings in Clauses 24, 25 and 26.

27.15. Casual Physiotherapist Assistant

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- a) Overtime will be paid at the following rates for casual Physiotherapy Employees:
 - i. Monday to Saturday – 187.5% of the hourly rate for the first (2) two hours, and 250% thereafter;
 - ii. Sunday – 250% of the hourly rate and;
 - iii. Public Holidays – 312.5% of the hourly rate.
- b) These overtime rates will be in substitution for and not cumulative with the penalties and loadings in Clauses 24, 25 and 26.

27.16. Rest Period After Overtime - Aged Care, Home Services and Nursing Employees

- a) An Aged Care, Home Services or Nursing Employee (excluding a casual employee) who works so much overtime 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 had not had at least ten (10) consecutive hours off duty between those times, will be released after the completion of such overtime until they have had at least 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- b) If on the instructions of Warrigal, an employee resumes or continues work without having 10 consecutive hours off duty, they will be paid 200% of the ordinary hourly rate until they are released from duty for such rest period and they will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

27.17. Rest Period After Overtime - Health Professionals Employees

- a) A Health Professional employee who resumes or continues work without having 10 consecutive hours off duty will be paid 200% of the ordinary hourly until they are released from duty, with a casual health professional employee entitled to 250% of the ordinary hourly rate.

28. Increases to Pay and Other Entitlements

- 28.1. The minimum wages and allowances per week are set out in [Schedule A, Table 1 - Rates of Pay](#) and [Schedule A, Table 2 - Allowances](#), to this Agreement.
- 28.2. The parties have agreed that the following wage increases will apply from the first full pay period to commence on or after:
 - a) The first full pay period falling on or immediately after the date as reflected at Column 1 within [Schedule A, Table 1 - Rates of Pay](#).
 - b) The first full pay period falling on or immediately after the date as reflected at Column 2 within [Schedule A, Table 1 - Rates of Pay](#).

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- c) The first full pay period falling on or immediately after the date as reflected at Column 3 within [Schedule A, Table 1 - Rates of Pay](#).
- 28.3. Allowances for the duration of this Agreement will be paid in accordance with [Schedule A, Table 2, Allowances](#).
- 28.4. Where an employee by arrangement outside of this Agreement is receiving wages or a rate of pay that is already the same or higher than the relevant rate within this Agreement, subject to notification to that individual, Warrigal may absorb the difference of a wage increase, so long as that employee's rate of pay never falls beneath those required by the Act or this Agreement, whichever is the greater.

29. Allowances

29.1. In Charge Allowance

- a) A Registered Nurse working within a Residential Care Home will be paid a shift allowance (based on the size of the Residential Care Home) in accordance with [Schedule A, Table 2 Allowances](#) for each shift they are designated to be in charge of the Residential Care Home.
- b) In addition to his or her wage, a Registered Nurse working in a Residential Care Home will be paid a shift allowance in accordance with [Schedule A, Table 2 Allowances](#) for each shift they are designated to be in charge of a section of the Residential Care Home.
- c) Clause 29.1 does not apply to registered nurses holding classified positions of a higher grade than a Registered Nurse.

29.2. Uniform Allowance

- a) Employees may be required by Warrigal to wear a uniform during work time and whilst carrying out the duties of their position.
- b) In such circumstances, and in lieu of supplying a uniform, the employee will be paid the allowance set out in [Schedule A, Table 2 Allowances](#), on an hourly basis to cover the cost of uniform. This allowance is payable during a period of authorised leave (excluding Parental Leave or Leave without Pay).

29.3. Laundry Allowance

- a) Where Warrigal does not provide a free laundry service for employees to launder the uniforms that they are required to wear for work, Warrigal will pay an amount as set out in [Schedule A, Table 2, Allowances](#). This allowance is only payable during periods when the employee is actually working and wearing their uniform and is not payable during any type of absence.

29.4. Sleepover Allowance

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- a) A sleepover means sleeping in at night for a period of 8 to 10 hours in order to be on call and available for emergencies. An emergency is any unplanned occurrence or event requiring prompt action.
- b) An employee undertaking a sleepover is entitled to the Sleepover Allowance as set out in [Schedule A, Table 2 Allowances](#) of this Agreement.
- c) Employees, other than Registered Nurses and Enrolled Nurses, may be required to sleepover. Registered Nurses and Enrolled Nurses may undertake sleepovers by agreement.
- d) For each sleepover, employees will be provided with:
 - i. free board and lodging;
 - ii. a separate room with a bed and use of staff facilities or client facilities where applicable;
 - iii. a sleepover allowance as referred to Clause 29.4(b).
- e) If an employee is directed to perform work other than work of an emergency nature during any sleepover, in addition to the sleepover allowance, the employee will be paid the hourly rate of pay;
 - i. from the start of the sleepover to the end of the non-emergency work; or
 - ii. from the start of the non-emergency work to the end of the sleepover.
- f) All time worked during any sleepover will count as time worked and be paid as follows:
 - i. Full-time Aged Care employees will be paid at overtime rates.

Part-time and casual Aged Care employees will be paid at their Base Rate of Pay plus applicable shift and weekend penalties.

- i. Full-time, part-time and casual Home Services employees will be paid at overtime rates.
- ii. If the total number of hours worked on that night exceeds eleven hours, then the excess hours will be paid at overtime rates.

If the total number of hours worked in the fortnight exceeds 76 hours in the fortnight, then the excess hours worked in that fortnight will be paid at overtime rates.

- g) An employee must not be required to sleepover during any part of their days off and/or their ADOs.
- h) Where an employee has performed so much work during a sleepover and has not been provided with a 10 hour break between the sleepover and the employee's next rostered shift is due to commence:

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- i. the employee will be released either before or after their shift so they have the appropriate break without loss of pay; or
 - ii. if the employee is directed to work without the appropriate break, the employee will be paid until they are released from duty at double time (200%) and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay.
- i) This clause does not preclude Warrigal from rostering an employee to work shift work in lieu of undertaking sleepovers.

29.5. On Call Allowance for Nursing Staff

- a) An employee, who is rostered by Warrigal to be on call, will be paid an allowance of as set out in [Schedule A, Table 2 Allowances.](#)
- b) An employee who is directed to remain on call during a meal break will be paid an on call during meal break allowance as set out in [Schedule A, Table 2 Allowances.](#)
- c) Where an employee on call in accordance with Clause 29.5(a) leaves the Residential Care Home, and is called back to the Residential Care Home, the employee will be reimbursed all reasonable fares and expenses actually incurred in returning to the Residential Care Home. Where, in these circumstances, the employee elects to use his or her own vehicle, the employee will be paid the vehicle allowance as set out in [Schedule A, Table 2 Allowances.](#)
- d) This Clause does not apply to Managers, Deputy Managers or Coordinators.

29.6. Higher Duties for Non-Nursing Staff

- a) An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:
 - i. the time so worked for two (2) hours or less; or
 - ii. a full day or shift where the time so worked exceeds two hours.

29.7. Higher Duties for Nursing Staff

- a) An employee who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate from the time they commence the relief work.

29.8. Home Services “Job to Job” Allowance

- a) Where an employee is rostered to work with consecutive clients located at various addresses, they will be reimbursed for time spent in travel from one

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client to the next, that is, from the cessation of one job directly to the commencement of another, at the appropriate Base Rate of Pay.

- b) Clause 29.8 excludes time spent in travel from the employee's home (residential address) to the commencement of the first job during shift, and time spent in travel from the cessation of the last job during shift back to the employee's home (residential address).

29.9. Excess Travel Time

- a) An employee (other than a Home Services employee) sent for duty to a place other than their regular place of work will be paid for all excess travelling time at the appropriate rate of pay and reimbursed travelling expenses.

29.10. Motor Vehicle Allowance

- a) Where an employee is requested by Warrigal and agrees to use his/her private vehicle for official Warrigal business, the employee will be entitled to a per kilometre allowance as outlined in [Schedule A, Table 2 Allowances](#) to this Agreement.
- b) This allowance is not payable for travel to and from the employee's home to the first place of work and return to home at the end of his/her duties.
- c) Where an employee is required to use public transport for travel because of work, the 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 end of the employee's work day or shift.

29.11. Continuing Education Allowances for Registered Nurses and Enrolled Nurses

- 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, will be paid an allowance subject to the conditions set out in this clause.
- b) The qualification must be accepted by Warrigal 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 Residential Services Managers/Assistant General Managers or Residential Services Managers/General Managers unless it can be demonstrated to the satisfaction of Warrigal that more than fifty per cent of the employee's time is spent doing clinical work.
- d) The allowance is not payable to Nurse Practitioners, Clinical Nurse Specialists, Clinical Nurses Consultants or Clinical Nurse Educators.

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- e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the highest monetary value.
- f) The employee claiming entitlement to a continuing education allowance must provide evidence to Warrigal that they hold that qualification.
- g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate or undergraduate degree in nursing) that is accepted by Warrigal to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position will be paid a weekly allowance as set out in [Schedule A Table 2, Allowances](#).
- 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 Warrigal to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position will be paid a weekly allowance as set out in [Schedule A Table 2, Allowances](#).
- i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by Warrigal to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position will be paid a weekly allowance as set out in [Schedule A Table 2, Allowances](#).
- 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 Warrigal to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position will be paid a weekly allowance as set out in [Schedule A Table 2 Allowances](#).
- k) The allowances set out in Clauses 29.10(g) to (j) are not included in the employee's ordinary rate of 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 will be paid these allowances on a pro rata basis.

29.12. Bundanoon/Goulburn/Queanbeyan Employees Driving Allowance

- a) This allowance is to compensate for the cost of travel between work and home to Warrigal Bundanoon, Goulburn or Queanbeyan. In order to qualify for this allowance the employee must be a regular staff member of one of the named Residential Care Homes (i.e. their work location) and their permanent place of residence must be more than 60 kilometres by road or rail from their work location. The allowance is intended to be used by the employee for the cost of travel or to assist with the cost of temporary overnight accommodation close to the work location but may be used by the employee for any other purpose.

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- b) The allowance will be \$20 per day.
- c) Employees who decide to live permanently or temporarily within the 60km radius of the work location, will not be eligible for the allowance. The allowance will not be paid where Warrigal provides transport for all, or the majority of the travel to and from home to work and return, or provides all or the majority of the cost of overnight accommodation.

29.13. After Hours Support Line Allowance for Home Services Employees

- a) A Home Services employee required by Warrigal to provide after-hours telephone support services whilst off duty will be paid the allowance in [Schedule A, Table 2 Allowances](#) to this Agreement:
 - i. for any 24 hour period of part thereof when on call between the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday;
 - ii. for any other 24 hour period or public holiday, or part thereof.

29.14. Medication Allowance

- a) A Care Service Employee Grade 2 will be paid the allowance [in Schedule A, Table 2 Allowances](#) to this Agreement if they have completed the unit of competency "HLTHPS007 – Administer and Monitor Medications" (or Warrigal deemed equivalent), and are required to administer medication within legal parameters to residents.

29.15. Mentor Allowance

A mentor is an employee who agrees to be appointed in such a role by Warrigal, and who has completed the required training, to support and guide new employees at Warrigal. An employee who is appointed as a mentor will be paid the allowance in Schedule A, Table 2 Allowances when mentoring new staff.

Employees who do not qualify for the mentor allowance above will not be required or expected to mentor staff.

30. Payment of Wages

30.1. Wages will be paid fortnightly.

30.2. Employees will have their wages paid by direct deposit or electronic transfer into an account with a bank or other financial institution in Australia as nominated by the employee. Wages will be deposited by Warrigal 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

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circumstances beyond Warrigal's control, Warrigal will not be held accountable for such delay.

- 30.3. Where the services of an employee are terminated with due notice, all moneys owing will be paid upon cessation of employment, but in the case of termination without due notice, within three (3) working days.
- 30.4. Where Warrigal has overpaid an employee, Warrigal will notify the employee in writing of the overpayment, and the particulars of the overpayment, 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 provided that all such deductions from wages must be authorised in writing by the employee.

31. Particulars of Wages

- 31.1. On payday each employee will be provided with a pay slip which complies with the relevant provisions of the Act. Such details will include, but not be limited to, the employee's particulars, the position and employment status they occupy, hourly rate, overtime worked, relevant leave accrued and relevant leave balances available, penalty rates earned, loadings (including Public Holidays loadings if applicable).

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32. Annual Leave

32.1. Annual leave is accrued, accumulated and accessed in accordance with the NES and subject to the following provisions:

32.2. Quantum of Annual Leave for Nursing Staff

a) Annual leave is accrued as follows for permanent employees:

Classification	Annual Leave Entitlement
Full-time employees	Five (5) weeks
Full-time shift workers	Six (6) weeks
Part-time employees	Five (5) weeks pro-rata
Part-time shift workers	Six (6) weeks pro-rata

b) For the purposes of this clause, a shift worker is an employee who is not a day worker as defined and works more than four ordinary hours on 10 or more weekends in an anniversary year.

32.3. Quantum of Annual Leave for Nursing Staff previously employed by Bupa Aged Care

a) For the purposes of this provision, a shiftworker is entitled to extra amounts of annual leave as follows:

- i. A full-time employee who normally works shift work and/or at weekends and who is not required to work public holidays is entitled to five (5) weeks annual leave in total.
- ii. A full-time employee who does not normally work shift work and/or at weekends and who does not get public holidays will be entitled to six (6) weeks annual leave in total.
- iii. A full-time employee who normally works shift work and/or at weekends and who does not get public holidays will be entitled to seven (7) weeks annual leave in total.
- iv. A part-time employee who normally works shift work and/or at weekends will be entitled to five (5) weeks of annual leave (pro-rata according to their part-time hours).

32.4. Quantum of Annual Leave for Non-Nursing Staff

a) Annual leave is accrued as follows:

Classification	Annual Leave Entitlement
Full-time employees	Four (4) weeks

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Full-time shift workers	Five (5) weeks
Part-time employees	Four (4) weeks pro-rata
Part-time shift workers	Five (5) weeks pro-rata

b) For the purposes of this clause and the NES a shiftworker is defined as:

- i. an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker; and/or
- ii. an employee who works for more than four ordinary hours on 10 or more weekends
- iii. For the purpose of the clause 32.4 (b)(ii), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week

32.5. Payment for Annual Leave

- a) Annual leave that is taken will be paid at the employee's Base Rate of Pay plus any annual leave loading or penalty rates if applicable in accordance with Clause 32 of this Agreement.
- b) Unless Warrigal is advised by the employee that payment for the whole of the period of leave is required prior to the actual taking of it, payment or part payment for annual leave taken, will be made on a fortnightly basis to coincide with the fortnightly pay cycle.
- c) 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 will be paid at the employee's ordinary pay at that time.
- d) Annual leave loading will be paid in accordance with Clause 32.8 of this Agreement.

32.6. 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. Warrigal has authorised the employee to take the annual leave during that period.
- b) In the taking of leave, the employee will make a written/electronic application to Warrigal of the desired period of such leave.
- c) Annual leave will be taken in an amount and at a time which is approved by Warrigal subject to the operational requirements of the workplace. Warrigal will not unreasonably withhold or revoke such approval.

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- d) Where an employee has accrued in excess of eight (8) weeks annual leave at any one time, Warrigal may direct the employee to take part of the annual leave accrued in accordance with the NES.
- e) An employee may be authorised to accrue in excess of eight (8) weeks annual leave at any one time, with prior approval from their Manager (which will not be unreasonably withheld). Circumstances in which an employee may request to accrue in excess of 8 weeks annual leave includes when the employee wants to use the leave for travel purposes, or to accommodate their family responsibilities.

32.7. Cashing out of Annual Leave

- a) Annual leave may be cashed out subject to the following conditions:
 - i. An employee may cash out up to two (2) weeks per anniversary year of their accrued annual leave so long as their leave balance is not depleted to less than four (4) weeks in total. No less than one (1) week at a time may be cashed out unless exceptional circumstances exist and with the approval of Warrigal.
 - ii. The employee must elect in writing to receive pay in lieu of an amount of annual leave.
 - iii. All cashing out arrangements are subject to Warrigal's approval.
 - iv. The employee will 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.
 - v. For entitlement to and payment of leave loading, Clause 32.8 Annual Leave Loading should be referred to.

32.8. Annual Leave Loading

- a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay.
- b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - i. an annual leave loading of 17.5% of ordinary pay; or
 - ii. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- c) Where the employment of an employee is terminated they will be paid leave loading that is outstanding.

33. Purchased Leave

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- a) Purchased leave is a scheme whereby a permanent employee can buy and access leave in addition to their normal entitlement to paid annual leave.
- b) Employees can purchase up to two (2) weeks of additional leave under this scheme.
- c) Approval to purchase additional leave will be at the manager's discretion, and will be subject to operational requirements. Matters which a manager will take into account when assessing an application for purchased leave include the annual leave balance of the employee, and work health and safety considerations.
- d) Purchased leave will be credited into an employee's leave balance and will be paid via fortnightly deductions commencing from the date approval is granted for the employee to purchase leave. This leave must be paid in full within the same financial year in which it is approved.
- e) Employees automatically revert to their normal salary at the end of the deduction period, unless approval is obtained for subsequent purchased leave arrangements for a further period.
- f) It is recommended that employees seek independent financial advice prior to applying to purchase additional leave.
- g) Warrigal has the right to withdraw offering purchased leave to employees by providing employees with one (1) months' notice.

34. Personal Leave

- 34.1. Paid sick leave and paid carers leave are cumulatively referred to as Personal Leave.
- 34.2. Paid Personal Leave in accordance with the NES may be used for sick leave and/or, carers leave.
- 34.3. Full-time employees will receive an amount of no more than 76 hours per anniversary year (equivalent to 10 days per annum) of Personal Leave, to accumulate from year to year.
- 34.4. Part-time employees will receive a pro-rata amount of entitlement based on their average hours worked.
- 34.5. Casual employees are entitled to unpaid personal leave...
- 34.6. In exceptional circumstances an employee may request up to an additional five (5) days per annum of leave provided the entitlement in Clause 34.3 is exhausted. Granting of this leave is at the discretion of the relevant manager after an assessment of the individual employee's circumstances at the time. Additional personal leave does not accumulate.

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34.7. In circumstances where an employee's personal leave entitlements is in arrears at the cessation of employment, Warrigal may request to recoup this amount from the employee's final payment.

34.8. Paid Sick Leave Entitlement and Accrual

- a) Of their accumulated paid personal leave, an employee may use some or all their entitlement as sick leave for their own personal accident, injury or illness.
- b) The amount of paid sick leave authorised to full-time and part-time employees will be dependent upon the total amount of leave they have accrued at the time it is requested. Casual employees do not accrue sick leave.
- c) Paid sick leave will be paid at the Base Rate of Pay. Where more leave than accrued is requested, the extra leave will be deemed sick leave without pay.
- d) Any unused personal leave will not be paid out at the cessation of the employment relationship.
- e) The employee is required to notify Warrigal of their absence, whether paid or unpaid sick leave, as soon as practicable and if possible prior to the commencement of the absence. The employee will comply with the requirements of the NES in producing a medical certificate (or acceptable equivalent (such as a statutory declaration)). Certification will be required in most cases after three (3) consecutive day's absence. Warrigal however reserves the right to require certification in writing for single day absences where Warrigal is in the process of counselling the Employee or Warrigal believes it is required (for example absences pre or post public holiday, annual leave, ADO etc.).

34.9. Paid Carers Leave

- a) Of their accumulated paid personal leave, an employee may use some or all of their entitlement for carers leave purposes. Warrigal may, at their own discretion, extend the amount of paid leave authorised, on a case by case basis.
- b) Upon each occasion of leave, the employee may be required to produce a medical certificate (or acceptable equivalent (such as a statutory declaration)) in relation to the illness or injury affecting their spouse or family being cared for.

34.10. Unpaid Carers Leave

- a) In addition to the above paid sick leave and paid carers leave entitlement, employees (including casual employees) will be entitled to unpaid personal carers leave. Unpaid carers leave will be given and taken in accordance with the NES.
- b) An employee taking unpaid personal carers leave must notify Warrigal of their absence as soon as practicable and if possible prior to the commencement of

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the absence. Further, the employee will be required to comply with the requirements of the NES in producing a medical certificate (or acceptable equivalent(such as a statutory declaration)) for each occasion of unpaid personal carers leave entered into, covering the illness or injury of the person they are taking care of. Unless the requirements of notification and production of a medical certificate are met, such absences will be unauthorised. Warrigal may dispense with this requirement at their discretion.

34.11. Other Considerations

- a) In accordance with the policies and procedures of Warrigal as varied from time to time, an employee may request and Warrigal may grant the use of other leave or make-up time, for the purpose of caring for a family member or attending to their own illness or condition.

35. Compassionate Leave

- 35.1. An employee (other than a casual employee) will be entitled to take at least two (2) and up to five (5) days' of paid compassionate leave per occasion for the purpose of bereavement (where death occurs) or emergency circumstances posing a serious threat to the safety or life of an immediate family or household member, in accordance with the NES.
- 35.2. This entitlement does not get deducted from an employee's paid personal leave balance.
- 35.3. The period of compassionate leave taken will be paid at the Base Rate of Pay.
- 35.4. The employee must provide Warrigal any evidence that Warrigal reasonably requires of the illness, accident or death.

36. Family and Domestic Violence Leave

36.1. Definitions

- a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the employee, by a person with whom the employee shares a child in common, by a person who is cohabiting with or has cohabitated with the employee, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the employee, or a person who is or has continually or at regular intervals lived in the same household as the employee.
- b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued

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by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer, a counselling professional or by statutory declaration.

36.2. Measures

- a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- b) All personal information concerning Family and Domestic Violence will be kept confidential in accordance with Warrigal's Privacy and Disclosure of Information Policy and Procedure and relevant legislation.
- c) Warrigal will identify a contact within the organisation with whom the employee may contact for the purposes of this clause.
- d) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, Warrigal will (subject to operational requirements) facilitate flexible working arrangements, which may include:
 - i. Changes to working times and work location;
 - ii. Changes to telephone numbers and/or email addresses; and
 - iii. Any other appropriate measure including those available under existing provisions for flexible work arrangements.
- e) An employee experiencing family and domestic violence will be referred to the Employee Assistance Program (EAP) and/or other resources that include professionals trained specifically in family and domestic violence.

36.3. Leave

- a) A full-time or part-time employee who has established evidence of being the victim of Family or Domestic Violence with Warrigal may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence:
 - i. Warrigal will grant up to five (5) days' special leave on ordinary pay per financial year to be used for absences from the workplace;
 - ii. Where leave entitlements in Clause 36.3(a)(i) are exhausted, the employee can access Personal/Carer's Leave; and
 - iii. Where leave entitlements in Clause 36.3(a)(i) and (ii) are exhausted, the employee can access Annual Leave and when exhausted unpaid leave.
- b) Casual employees will be entitled to unpaid Family and Domestic leave.

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- c) The leave may be taken as consecutive or single days or as a fraction of the day.
- d) An employee who supports a person experiencing family and domestic violence may use their existing carer's leave, and if exhausted, annual leave, and if exhausted unpaid leave, to accompany the person on activities related to the family and domestic violence, or to mind the children of the person.

37. Ceremonial Leave

- a) An employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of Warrigal.

38. Community Service Leave

- a) Community service leave is provided for in the NES.

38.2. Paid Voluntary Emergency Management Activity Leave

- a) An employee engages in a voluntary emergency management activity 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.
- b) At the discretion of the relevant Manager, a full-time or part-time employee who engages in a voluntary emergency management activity may request up to five (5) shifts of paid voluntary emergency management activity leave per annum.
- c) Warrigal may request evidence to substantiate the request for leave (for example, a letter from the REMB which confirms that the employee's participation is required).
- d) This leave does not accrue from year to year.

39. Parental Leave

- a) Parental leave will be given and taken in accordance with the NES and the paid parental leave Government Scheme.

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- b) In addition to the entitlements referred to above, for employees entering into parental leave, Warrigal will provide the following payment for permanent employees (for part-time staff on a pro-rata basis):
- c) To qualify for the Warrigal Parental Leave Payment, at least 40 weeks' of continuous service prior to the expected date of birth or prior to the date of taking custody of the child must have been completed.
- d) Employees who qualify are entitled to payment as follows:
 - i. Paid Primary Carer Leave – of the 52 weeks leave, an eligible employee is entitled to have twelve (12) of those weeks paid. Such paid primary carer leave will be at the Base Rate of Pay from the date the leave commences.
 - ii. Primary Carer leave may commence up to nine (9) weeks prior to the expected date of birth. It is not compulsory for an employee to take this period off work. However, if an employee decides to work during this period, it is subject to the employee being able to satisfactorily perform the full range of normal duties.
 - iii. Paid Secondary Carer Leave – for a spouse, de facto or partner of the opposite or same sex - an eligible employee is entitled to two (2) weeks paid paternity leave in any one year at the Base Rate of Pay which must commence within four weeks of the birth of the child.
 - iv. Paid Adoption or Surrogacy Leave - an eligible employee is entitled to paid adoption or surrogacy leave of twelve (12) weeks from and including the date of taking custody of the child.
- e) Such leave may be paid:
 - i. on a normal fortnightly basis;
 - ii. in advance in a lump sum;
 - iii. at the rate of half pay over a period of 24 weeks on a regular fortnightly basis for parental, adoption or surrogacy leave.
- f) Annual and/or long service leave entitlements can be combined with periods of parental, adoption or surrogacy leave on half pay to enable an employee to remain on full pay for that period.
- g) Generally Parental Leave does not extend beyond the initial 52 weeks (inclusive of any paid component), however such absence may be extended in accordance with the requirements of the NES.

40. Long Service Leave

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- a) An employee's entitlement to long service leave will be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW) or the *Long Service Leave Act 1956* (ACT) provided that should there be any inconsistency between that legislation and the provisions of this Agreement, these provisions will apply.
- b) Each employee will be entitled to two (2) months long service leave on ordinary pay after ten (10) years' service; thereafter additional long service leave will accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis after completing the initial 10 year period of service.
- c) Where the services of an employee with at least five (5) years' service are terminated by Warrigal 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, they will be entitled to be paid a proportionate amount on the basis of two months for ten years' service.
- d) For the purpose of Clause 40(b) service will not include any period of leave without pay exceeding six (6) months.
- e) Warrigal will give to each worker at least one (1) months' notice of the date from which it is proposed that the worker's long service leave will be given and taken. Long service leave will be taken as soon as practicable having regard to the needs of Warrigal, or where Warrigal and the employee agree, such leave may be postponed to an agreed date.
- f) Where Warrigal 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 this agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- g) On the termination of employment of an employee, otherwise than by his/her death, Warrigal 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 will be determined according to the salary payable to the employee at the date of such termination.
- h) Where a worker dies and any Long Service Leave to which the worker was entitled has been accrued but not been taken, upon termination of the services of the worker by reason of the worker's death, Warrigal will, upon request by the employee's personal representative, pay to the employee's Estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.
- i) 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 will be debited against the amount of leave due under this Agreement.

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- j) Employees of Warrigal previously covered by alternative awards/NAPSA will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer will be in accordance with this Agreement.

41. Natural Disaster Leave

- a) A natural disaster is where:
 - i. A State of Emergency has been declared by a State or Federal Government which results in situations where employees are unable to perform their duties, or where to continue working under extreme conditions is unsafe, unadvisable or not practical and where employees are required to leave the work site and return home for safety reasons or
 - ii. An employee is isolated as a result of a declared State of Emergency caused by but not limited to a natural flood, bushfire or earthquake events, and accordingly is unable to report for work at their usual location.

41.2. Evidence

- a) All periods of Natural Disaster Leave must be covered by a Statutory Declaration, detailing the reason for the leave and the period of leave sought. Where possible, the Statutory Declaration must be provided as soon as the absence commences.

41.3. Leave

- a) A full-time or part-time employee who has established evidence of being affected by a Natural Disaster with Warrigal may utilise the following leave entitlements:
 - i. Warrigal will grant up to three (3) days' special leave on ordinary pay per financial year to be used for absences in the workplace;
 - ii. Where leave entitlements in Clause 41.3(a)(i) are exhausted, the employee can access Personal/Carer's Leave; and
 - iii. Where leave entitlements in Clauses 41.3(a) and (ii) are exhausted, the employee can access Annual Leave and when exhausted unpaid leave.
- b) Casual employees will be entitled to unpaid Natural Disaster Leave.
- c) The leave may be taken as consecutive or single days or as a fraction of the day.

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- d) The above will apply to non-state declared disasters subject to Warrigal's approval.
- e) In lieu of granting the employee leave, Warrigal has the right to request that an employee who is unable to work at their usual location due to a natural disaster, work at another Warrigal location (provided that the direction is reasonable, and it is safe for the employee to travel to the other Warrigal location).

42. Leave Without Pay

- a) By agreement between Warrigal and a permanent employee, an employee may be granted a period of leave without pay.
- b) The period of leave without pay will not break the continuity of service of the employee, but will not count for the purpose of:
 - i. accruing annual leave or personal/carers leave and public holidays;
 - ii. accruing long service leave, except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service will include any period without pay not exceeding six months taken after 1 June, 1980;
 - iii. the qualifying period for paid and unpaid parental leave; and
 - iv. the calculation of notice and severance pay in accordance with Clause 46– Termination of Employment.

43. Career Break Scheme

- a) Career breaks enable permanent employees to take a period of time away from Warrigal for personal reasons such as study, travel, professional development, voluntary work or to extend parental leave.
- b) Approval to enter into such a scheme will be at the manager's discretion, and will be subject to operational requirements.
- c) Warrigal will establish a pay arrangement which enables the employee to have regular deductions from their pay in order to provide an income during the period of leave.
- d) It is recommended that employees seek independent financial advice prior to applying for a career break.
- e) Warrigal has the right to withdraw offering a career break scheme to employees by providing employees with one (1) months' notice.

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44. Leave at Half Pay

- a) By agreement between Warrigal and the employee, the employee may be authorised to take a period of paid leave at half pay.

45. Repatriation Leave

- a) Employees who are ex-servicemen or ex-servicewomen may be granted special leave in one (1) or more periods up to a maximum of 6.5 working days in any period of twelve months without deduction from annual or personal/carer's 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:
 - i. To attend a hospital or clinic or visit a medical officer in that regard;
 - ii. To attend a hospital, clinic or medical officer or to report for periodical examination or attention; or
 - iii. To attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
- b) Employees are to provide Warrigal with documentary evidence as to the attendance prior to the payment of special leave being granted.

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46. Employee Suspension

- a) For serious performance related/disciplinary matters, where termination of employment is a possibility, the relevant Executive Leader may approve for the employee to be suspended (with pay) until the performance/disciplinary process is concluded.
- b) The obligation for Warrigal to suspend an employee with pay only applies for a 26 week period. Should this period lapse, the employee will be suspended without pay. An employee can elect to use paid leave entitlements during this time (for example, annual leave entitlements).

47. Termination of Employment

47.1. Termination without Notice

- a) Warrigal may terminate the employment of the employee immediately and without notice if the employee has engaged in serious misconduct.
- b) Serious misconduct includes:
 - i. Wilful or deliberate behaviour by an employee that is inconsistent with the continuation of the contract of employment;
 - conduct that causes serious and imminent risk to:
 - the health or safety of a person or;
 - the reputation, viability or profitability of Warrigal's business.
 - ii. Conduct that is serious misconduct includes each of the following:
 - the employee, in the course of the employee's employment, engaging in;
 - theft; or
 - fraud; or
 - assault.
 - iii. The employee being intoxicated at work.

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- c) Clause 46.1(b)(ii) does not apply if the employee is able to show that, in the circumstances, the conduct engaged by the employee was not conduct that made employment in the period of notice unreasonable.
- d) In relation to Clause 46.1(b)(iii), an employee is taken to be intoxicated if the employee's faculties are, by reason of the employee being under the influence of the intoxicating liquor or a drug (except a drug administered by, or taken in accordance with the directions of, a person lawfully authorised to administer the drug), so impaired that the employee is unfit to be entrusted with the employee's duties or with any duty that the employee may be called upon to perform.
- e) Regard will be given to the severity of the offence and each transgression will be determined upon its own merits as well as in the context of the workplace, the duties carried out at the time, the overall conduct of the employee and the employee's work history.

47.2. Termination with Notice

- a) Warrigal may lawfully terminate the employment of a permanent employee by providing the following notice:

Period of Continuous Service	Period of Notice
Less than 1 year	1 week
1 year and less than 3 years	2 weeks
3 years and less than 5 years	3 weeks
5 years and over	4 weeks

- b) In addition to the notice above, employees over 45 years of age at the time of the giving of the notice, with not less than two (2) years continuous service, will be entitled to an additional week's notice.
- c) Payment in lieu of the notice above will be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
- d) Notwithstanding, where an employee is a casual employee, the period of notice will be one (1) shift only.
- e) Where Warrigal has given notice of termination to an employee, the employee will be allowed time off without loss of pay of up to one (1) day for the purpose of seeking other employment. This is to be taken at a time convenient to the employee after consultation with Warrigal.
- f) Lawful termination with notice may occur for a number of reasons and is subject to the circumstances at the time. Reason for termination with notice may include but is not limited to: an employee's inability to perform the inherent requirements of the job for which they were employed, abuse of sick leave, propensity to cause problems in the workplace, continuous disruptive behaviour, unsatisfactory work performance

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- g) Unless stated otherwise within their letter of offer or common law contract, where an employee chooses to resign, a period of one (1) weeks' notice will apply within their first year of service and two (2) weeks' notice thereafter. Payment in lieu of such notice or forfeiture of pay equivalent to the notice period not served may also be applied by Warrigal. Notwithstanding, where an employee is a Manager or Deputy Manager, a notice period of 28 days will be required.
- h) Where an employee is absent from work without the consent Warrigal, and without notification to Warrigal, Warrigal will be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within two (2) days of the receipt of such a request, the employee will be considered to have abandoned employment. In circumstances where the employment of an employee is terminated as they have abandoned their employee, the employee is entitled to notice as per Clause 47.2(a) of this Agreement.

47.3. Redundancy

- a) Redundancy provisions are available for full-time and part-time staff only.
- b) Where Warrigal has made a definite decision that they no longer wish the whole of the job the employee has been doing to be done by anyone, and as such the position is made redundant, in addition to the provision of notice in accordance with Clause 47.2(a) of this Agreement, or payment in lieu of such notice, the following will apply:
 - i. Discussions will take place as soon as practicable after Warrigal has made a definite decision and will advise the employee of their decision and reasons for such decision.
 - ii. Where practicable, Warrigal may offer the employee an alternate position that is wholly comparable to the redundant position, in terms of duties, hours and remuneration, without having to pay the employee an amount of severance pay, as set out in this Clause. This continues to apply even where an employee declines the offer of a suitable comparable position.
 - iii. Where practicable, Warrigal may offer the employee an alternate position that is partially comparable to the redundant position in terms of duties, hours and remuneration. If the employee accepts the offered alternate position, Warrigal will pay to the employee an amount of severance that is proportionate. That is, Warrigal will pay to the employee a partial severance payout calculated by using the difference between the original position's hourly or weekly rate and the offered position's hourly or weekly rate for the severance amount the employee qualifies to receive.

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- iv. Where Warrigal does not offer the employee an alternate position in accordance with Clause 47.3(ii) or (iii), Warrigal pay to the employee, in addition to notice, an amount of severance as follows:

If an employee is under 45 years of age, Warrigal will pay in accordance with the following scale:

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

Where an employee is 45 years of age or over, the entitlement will be in accordance with the following scale:

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

"Week's pay" will mean the Base Rate of Pay multiplied by the nominal hours worked by the employee, averaged over the period immediately prior to their last date of employment equal to the number of weeks of severance pay to which the employee is entitled under relevant paragraphs of this subclause. In addition, over-award payments, shift penalties and allowances that are applicable for that period of time will also apply.

- c) Where Warrigal has given notice of termination to an employee in circumstances of redundancy, the employee will be allowed time off without loss of pay of up to one (1) day each week of the minimum period of notice outlined in Clause 47.2(a) for the purpose of seeking other employment. At the request of Warrigal, the employee must provide proof of attendance at an interview (including, but not limited to a statutory declaration). Failure to do so will result in the employee not being paid for this time.

48. Superannuation

- 48.1. Unless, to comply with superannuation legislation, Warrigal is required to make superannuation contributions to another superannuation fund that is chosen by the

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employee, Warrigal must make superannuation contributions and pay the amount authorised by legislation to one of the following superannuation funds:

- i. Health Employees Superannuation Trust of Australia ("HESTA");
- ii. any superannuation fund to which Warrigal was making superannuation contributions, provided the superannuation fund is an eligible choice fund and offers a MySuper product.

48.2. Salary Sacrifice to Superannuation

- a) 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) under the parent awards. This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- b) Salary sacrifice to superannuation will be offered to employees by mutual agreement between the employee and Warrigal.
- c) Such election must be made prior to the commencement of the period of service to which the earnings relate.
- d) The amount sacrificed must not exceed any relevant superannuation guarantee contribution limit.
- e) The sacrificed portion of salary reduces the salary subject to PAYG Taxation deductions.
- f) Any allowance, penalty rate, overtime payment, or unused leave entitlements, other than any payments for leave taken whilst employed, will 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.
- g) Salary sacrifice arrangements can be cancelled by either Warrigal or employee at any time provided either party gives one months' notice. Warrigal has the right to withdraw from offering salary sacrifice to employees without notice if there is any alteration to relevant Australian Taxation legislation.
- h) Contributions payable by Warrigal in relation to the Superannuation Guarantee Legislation will be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- i) Warrigal will not use any amount that is salary sacrificed by an employee to negate contributions payable under the Superannuation Guarantee Legislation.
- j) The employee will have the portion of payable salary that is sacrificed paid as additional employer superannuation contributions into the same superannuation fund that receives the employer's superannuation contributions.

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- k) Nothing in this clause will affect the right of Warrigal to maintain alternate arrangements with respect to salary sacrifice for employees.

49. Remuneration Packaging

49.1. Where agreed between the Warrigal and an employee, Warrigal 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 will not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and will be subject to the following provisions:

- a) Warrigal will ensure that the structure of any package complies with taxation and other relevant laws;
- b) Warrigal will confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- c) Warrigal will advise the employee in writing of his or her right to choose payment of that salary referred to in Clause 49.1(b) above instead of a remuneration package;
- d) Warrigal will advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in Clause 49.1(e) below will continue to apply;
- e) Where packaging arrangements apply, hours of work will be consistent with section 20 of the Act;
- f) When determining the remuneration package, the non-salary fringe benefit will be in accordance with relevant tax legislation;
- g) A copy of the agreement will be made available to the employee;
- h) The employee will be entitled to inspect details of the payments made under the terms of this agreement;
- i) The configuration of the remuneration package will remain in force for the period agreed between the employee and Warrigal;
- j) Where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between Warrigal and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- k) 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 Warrigal

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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;

- l) 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 Warrigal and/or the employee must give three (3) months' notice of the proposed change;
- m) In the event that an employee ceases to be employed by Warrigal this agreement will cease to apply as at the date of termination and all leave entitlements due on termination will be paid at the rates in accordance with Clause 49.1(b) above. Any outstanding benefit will be paid on or before the date of termination; and
- n) Any pay increases granted to employees under this Agreement will also apply to employees subject to remuneration packaging arrangements within this clause.

50. Property of Warrigal

- 50.1. All employees are required to take all reasonable care in handling and using items that are the property of Warrigal. On termination of employment or upon request, an employee must return any property in their possession belonging to Warrigal.

51. Training

- 51.1. Warrigal may make training available to employees on a needs basis. Such training may from time to time be deemed compulsory in-house training.
- 51.2. Each employee will provide to Warrigal details of their attendance at in-service training and Warrigal will keep a record of this attendance.
- 51.3. Upon termination of the employee's employment an employee may request Warrigal provide to the employee a written statement of the hours of in-service training accepted by the employee
- 51.4. Where practicable, such training will be provided to employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
- a) Employees will attend in-service training outside their normal rostered working hours when required to do so by Warrigal.
 - b) Warrigal will provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.

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- c) Should overtime apply, it will be payable in accordance with Clause 27.
- d) Where Warrigal is requiring an employee to attend training, Warrigal will also pay to the employee ordinary pay for time travelling to and from a period of training referred to in Clause 51.4(b) that is in excess of the time normally taken for that employee to attend work.
- e) Where being paid travelling time in accordance with Clause 51.4(d), an employee using his or her own vehicle for attendance at such training and will be paid the per kilometre allowance set out in in [Schedule A Table 2, Allowances.](#)

52. Attendance at Meetings

- 52.1. Any employee required to attend compulsory fire drills, Work Health and Safety Committee meetings and/or Board of Management meetings in the capacity of employee representative will, if such meetings are held outside their ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings, unless overtime applies in accordance with Clause 27. In lieu of receiving payment, employees may, with the agreement of Warrigal, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings.

53. Staff Amenities

- 53.1. Warrigal will provide for the use of employees:
- a) A suitable changing room and adequate washing and toilet facilities;
 - b) A locker fitted with lock and key or other suitable place for the safe keeping of clothing and personal effects of such employee;
 - c) Tea and coffee making facilities within a designated tea room or refreshment area.

54. Labour Flexibility

- 54.1. Warrigal may direct an employee to carry out duties as are within the limits of the employee's skill, competence and training. Such duties may include work which is incidental or peripheral to the employee's main tasks provided that such duties are not designed to promote deskilling.
- 54.2. Warrigal may direct an employee to carry out duties and use such equipment as may be required provided that the employee has been properly trained or has otherwise acquired the necessary skills in the use of such equipment. Any such direction issued by Warrigal will be consistent with Warrigal's responsibility to provide a safe and healthy working environment for employees and Warrigal's duty of care to residents.

PART 5

OTHER PROVISIONS

55. Workload Management

- 55.1. The parties to this Agreement acknowledge that employees and Warrigal have a responsibility to maintain a balanced workload and recognise the adverse effects that workloads may have on employees and the quality of resident/customer care.
- 55.2. To ensure that employee concerns involving excessive workloads are effectively dealt with by Warrigal, the following procedure applies:
- a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where possible, explore possible solutions.
 - b) If a solution cannot be identified and implemented, the matter should be referred to the employee/s immediate manager for further discussion;
 - c) If a solution cannot be identified and implemented, the matter should be referred to the Employee Relations Advisor for further discussion;
 - d) If a solution still cannot be identified and implemented, the matter should be referred to the relevant Executive Leader for further discussions; and
 - e) The outcome of the discussions at each level and proposed solutions should be recorded in writing and the affected employee/s informed.
- 55.3. Workload management issues will be raised at staff meetings which are conducted on a regular basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve any workload issues. Resolution of workload issues should be based on criteria including, but not limited to:
- a) Clinical assessment of resident's needs;
 - b) The demand of the environment, such as Residential Care Home layout;
 - c) Regulatory obligations, (including, but not limited to, work health and safety and nursing legislation);
 - d) Reasonable workloads;
 - e) Accreditation standards;
 - f) Replacement of employees on leave; and
 - g) Budgetary considerations.
- 55.4. If the issue is still unresolved, the employee/s may advance the matter through Clause 10 "Resolution of Disputes". Arbitration of workload management issues may only occur by agreement of all parties.

PART 5 OTHER PROVISIONS

56. Provision of Nursing Services

- a) Warrigal will make every practical effort to ensure that a Registered Nurse is employed to work on each shift in each Residential Care Home. Such “practical efforts” include:
 - i. Unplanned vacancies (e.g. sick leave, annual leave during school breaks).
 - ii. The vacant shift/s will be offered to existing Registered Nurse employees as additional shifts; and if not filled
 - iii. The vacant shift/s will be offered to existing Registered Nurse bank or casual employees; and if not filled
 - iv. Contact will be made with at least one nursing agency and where a nurse is available to fill the vacancy and it is reasonable in all the circumstances to do so the position will be filled by an agency Registered Nurse.
 - v. Subject to the unplanned vacant shift/s not being filled by Warrigal, having followed the preceding practical efforts, the vacant shift/s will be offered to an existing Enrolled Nurse employee in accordance with this clause.

57. Joint Consultative Committee (“JCC”)

57.1. Role

- a) The JCC is a forum for consultation and discussion between Warrigal and the unions’ party to this Agreement.
- b) The JCC will:
 - vi. Discuss corporate strategies and organisational change;
 - vii. Consult on issues that will have an impact on employees at large;
 - viii. Consult on issues of implementation of policy and organisational change;
 - ix. Deal with matters affecting Warrigal of wide significance, and matters which cannot be resolved at the local level;
 - x. Attempt to resolve issues, difficulties and disputes which may arise in relation to any of the above matters, where it is reasonable and appropriate to do so; and
 - xi. Consider issues related to compliance with the Warrigal’s enterprise agreements.

PART 5

OTHER PROVISIONS

- c) The JCC will not participate in industrial matters that are being handled through ordinary negotiations or dispute procedures between Warrigals/unions and employees.

57.2. Membership

- a) The JCC membership will be:
 - i. The Chief Executive Officer (CEO) or Executive Leader - Service Integrated Communities (ELSIC) and other Senior Management or staff as deemed necessary by the CEO or ELSIC to give full and proper effect to outcomes or matters agreed to be actioned;
 - ii. The respective union head office representatives or nominees; and
 - iii. Up to two workplace delegates from each of the unions.
- b) Alternative representatives may be nominated, but the parties should attempt to achieve continuity of representation.
- c) Warrigal's management and unions will determine their representatives to the JCC.
- d) The Committee may, at its discretion, allow non-member observers and advisers to attend meetings of the Committee to facilitate the process where certain specialist advice etc. is required.

57.3. Process

- a) The JCC will meet at least quarterly, and should be scheduled in a manner to maximise the ability of participants to attend. The unions and Warrigal can seek a special meeting, where the circumstances so warrant, by notifying the Chairperson of the request for such a meeting with fourteen (14) days' notice (unless otherwise determined by the JCC). The parties must mutually agree to convene a special meeting, with agreement not being unreasonably withheld. It is anticipated that more frequent JCC meeting will be convened at times of significant change.
- b) Any minutes from the most recent meetings should be made available to the JCC for both background information, and where relevant, so that the JCC can deal with a particular issue.
- c) Warrigal will provide secretariat support, which will include keeping minutes and preparing the meeting agenda, which should be sent out to members a week prior to the scheduled meeting. Minutes from the most recent meetings from within the boundaries of the JCC should be included in the meeting papers for background information.

PART 5

OTHER PROVISIONS

- d) Members of the JCC should notify agenda items at least two (2) weeks prior to the scheduled meeting. Minutes will be distributed as soon as possible after the meeting and will also be provided to staff.
- e) Where a union head office representative cannot attend a meeting and a local nominee attends instead the minutes will be forwarded to the union head office.
- f) Warrigal will provide a meeting venue.
- g) Where the time and expense involved in personal attendance at meetings makes participation via teleconference or videoconference more practical, this should occur.
- h) Attendance by workplace delegates will be paid at ordinary time.
- i) The Chairperson of the JCC will be the CEO. In the event that the CEO or ELSIC is unavoidably prevented from attending the JCC, his or her nominee will chair the meeting.

57.4. Committee Structure

- a) Where all business conducted by the JCC should be as transparent as possible, it is recognised that certain commercial in confidence or like material, may from time to time come before the JCC. In such case usual confidentiality arrangements apply to the nominated material.

57.5. Standards of Conduct

- a) Participants of the JCC will be required to meet professional standards of conduct. The participants acknowledge that they will develop a Charter outlining not only the modus operandi of the JCC, but the expected standard of conduct at the JCC. Should this Charter be breached, the JCC will be discontinued, until appropriate remedial action is taken.

58. Union Rights

- a) Warrigal 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.
- b) The unions and their delegates will be provided access to a noticeboard at each site to display union material.
- c) Warrigal will facilitate the distribution of union material to new employees via Warrigal's learning management system.

59. Union Delegate Leave

PART 5

OTHER PROVISIONS

- a) Warrigal recognises the role unions play in the workplace and are committed to an environment of positive relations with unions.
- b) Warrigal will allow a total of one (1) day paid leave per Residential Care Home for appointed union workplace delegates to attend relevant training (e.g. work health and safety or workplace relations legislation training) or conferences conducted by their union. The time of leave will be agreed between Warrigal and the employee(s) after taking into consideration the operational requirements of the Residential Care Home, the employee's preferences and the available date(s) for training.

60. No Extra Claims

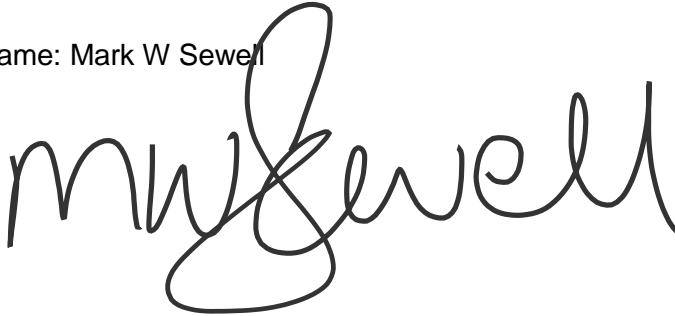
- a) Subject to any variation provisions contained within, the parties bound by this Agreement agree that they will not pursue any extra claims relating to wages or other terms and conditions during the term of this Agreement.

SIGNATORY PAGE FOR THE EMPLOYER

Signed for and behalf of Warrigal, the Employer, by its duly authorised officer:

Print Full Name: Mark W Sewell

Signature:

A large, stylized handwritten signature in black ink, appearing to read 'm Sewell'.

Date: 26th October 2022

Capacity of Signatory: CEO

Address: 2 Pine Street, Albion Park Rail NSW 2527

Witness for the Employer:

Print Full Name: Maree Healey

Signature:

A smaller, stylized handwritten signature in black ink, appearing to read 'M Healey'.

Date: 26th October 2022

Capacity of Signatory: Employee Relations Advisor

Address: 2 Pine Street, Albion Park Rail NSW 2527

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



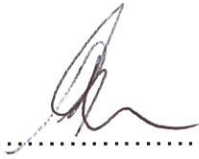
GERARD HAYES

Secretary HSU NSW Branch

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

Date: 14/11/2022

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



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



WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

SIGNATORY PAGE FOR THE ACT ANMF

Representative of Employees

Print Full Name: Matthew Daniel

Signature: 

Date: 9 November 2022

Capacity of Signatory: ACT Branch Secretary – Australian Nursing and Midwifery Federation ACT Branch (ANMF) (bargaining representative)

Address: 2/53 Dundas Court, Phillip ACT 2606

SCHEDULE A TABLE 1

RATES OF PAY

SCHEDULE A, TABLE 1 – RATES OF PAY

Classification	Current	First Full Pay Period on or After 1 October 2022	First Full Pay Period on or After 1 October 2023 3%	First Full Pay Period on or After 1 October 2024 3%
<u>NURSING</u>				
Assistant in Nursing Thereafter	\$24.76	\$26.39	\$27.19	\$28.00
Trainee Enrolled Nurse				
1st Year	\$22.67	\$23.69	\$24.40	\$25.13
2nd Year	\$22.96	\$24.45	\$25.18	\$25.94
3rd Year	\$23.69	\$25.23	\$25.99	\$26.77
Thereafter	\$24.41	\$26.00	\$26.78	\$27.58
Enrolled Nurse				
1st Year	\$27.32	\$30.62	\$31.54	\$32.49
2nd Year	\$27.85	\$30.92	\$31.85	\$32.80
3rd Year	\$28.23	\$31.22	\$32.15	\$33.12
4th Year	\$28.78	\$31.78	\$32.73	\$33.71
Thereafter	\$29.34	\$31.78	\$32.73	\$33.71
Endorsed Enrolled Nurse				
1st Year	\$29.24	\$32.58	\$33.56	\$34.56
2nd Year	\$29.97	\$32.58	\$33.56	\$34.56
Thereafter	\$30.66	\$32.58	\$33.56	\$34.56
Registered Nurse				
1st Year	\$32.07	\$34.93	\$35.98	\$37.06
2nd Year	\$35.30	\$38.67	\$39.83	\$41.03
3rd Year	\$38.62	\$42.49	\$43.76	\$45.08
4th Year	\$40.51	\$44.68	\$46.02	\$47.40
5th Year	\$42.08	\$46.52	\$47.92	\$49.35
Undergraduate Nursing Program				
1st Year	\$24.63	\$26.39	\$27.18	\$28.00
2nd Year	\$26.80	\$28.39	\$29.24	\$30.12

SCHEDULE A TABLE 1 RATES OF PAY

Classification	Current	First Full Pay Period on or After 1 October 2022	First Full Pay Period on or After 1 October 2023 3%	First Full Pay Period on or After 1 October 2024 3%
3rd Year	\$28.97	\$30.39	\$31.30	\$32.24
Upon Graduation	\$32.07	\$34.93	\$35.98	\$37.06
Clinical Nurse Specialist				
Grade 1, Year 1 and thereafter	\$43.76	\$48.41	\$49.86	\$51.36
Grade 2, Year 1	N/A	\$52.00	\$53.56	\$55.17
Grade 2, Year 2 and thereafter	N/A	\$53.71	\$55.32	\$56.98
Nurse Practitioner				
1st Year	\$48.54	\$64.13	\$66.06	\$68.04
2nd Year	\$50.72	\$65.32	\$67.28	\$69.30
3rd Year	N/A	\$66.99	\$69.00	\$71.07
4th Year and thereafter	N/A	\$68.67	\$70.73	\$72.85
Registered Nurse Leadership Program				
1st Year	\$44.20	\$45.53	\$46.89	\$48.30
2nd Year	\$46.37	\$47.76	\$49.20	\$50.67
Clinical Nurse Consultant				
Grade 1 - 1st Year	\$51.33	\$58.19	\$59.94	\$61.74
Grade 1 - 2nd Year	N/A	\$59.38	\$61.16	\$63.00
Grade 2 - 1st Year	N/A	\$60.56	\$62.37	\$64.24
Grade 2 - 2nd Year	N/A	\$61.76	\$63.61	\$65.52
Grade 3 - 1st Year	N/A	\$64.13	\$66.06	\$68.04
Grade 3 - 2nd Year	N/A	\$65.32	\$67.28	\$69.30
Clinical Nurse Educator				
Year 1	\$43.76	\$50.37	\$51.88	\$53.44
Year 2 and thereafter	N/A	\$52.00	\$53.56	\$55.17
Deputy Residential Services Manager/Assistant General Manager				
20 - < 75 beds	\$49.89	\$53.88	\$55.50	\$57.17
75 - < 100 beds	\$51.00	\$55.08	\$56.73	\$58.43
100 - < 150 beds	\$52.06	\$56.28	\$57.97	\$59.70

SCHEDULE A TABLE 1

RATES OF PAY

Classification	Current	First Full Pay Period on or After 1 October 2022	First Full Pay Period on or After 1 October 2023 3%	First Full Pay Period on or After 1 October 2024 3%
150 - < 200 beds	\$53.57	\$57.92	\$59.66	\$61.45
200 - < 250 beds	\$55.29	\$59.80	\$61.59	\$63.44
Residential Services Manager/General Manager				
25 - < 50 beds	\$57.30	\$62.01	\$63.87	\$65.79
50 - < 75 beds	\$58.50	\$63.36	\$65.26	\$67.21
75 - < 100 beds	\$59.66	\$64.60	\$66.54	\$68.53
100 - < 150 beds	\$61.36	\$66.45	\$68.44	\$70.50
150 - < 200 beds	\$63.32	\$68.64	\$70.70	\$72.82
200 - < 250 beds	\$65.31	\$70.82	\$72.94	\$75.13
<u>AGED CARE EMPLOYEES</u>				
Care Service Employee				
New Entrant	\$22.67	\$23.96	\$24.68	\$25.42
Grade 1	\$23.57	\$24.42	\$25.15	\$25.91
Grade 2	\$24.47	\$25.20	\$25.96	\$26.74
Grade 3 Level 1	\$25.11	\$26.39	\$27.19	\$28.00
Grade 4 Level 1	\$26.75	\$30.87	\$31.80	\$32.75
Grade 4 Level 2	\$28.82	\$31.33	\$32.27	\$33.24
Grade 5	\$30.52	\$32.97	\$33.96	\$34.98
Warrigal Social Employee				
Grade 1	\$23.19	\$23.88	\$24.60	\$25.34
Grade 2	\$24.12	\$24.84	\$25.58	\$26.35
Grade 3	\$25.58	\$26.35	\$27.14	\$27.95
Coordinator	\$38.79	\$39.95	\$41.15	\$42.39
Warrigal Community Villages				
Village Services Officer	\$29.53	\$30.42	\$31.33	\$32.27
Village Services Coordinator	\$36.91	\$38.03	\$39.17	\$40.35
Wellness & Lifestyle				
Leisure & Entertainment Officer Level 1	\$25.11	\$26.39	\$27.19	\$28.00

SCHEDULE A TABLE 1 RATES OF PAY

Classification	Current	First Full Pay Period on or After 1 October 2022	First Full Pay Period on or After 1 October 2023 3%	First Full Pay Period on or After 1 October 2024 3%
Leisure & Entertainment Officer Level 2 (Cert IV Qualified)	N/A	\$28.39	\$29.24	\$30.12
Leisure & Entertainment Team Leader	\$26.75	\$30.87	\$31.80	\$32.75
Leisure & Entertainment Coordinator	\$30.78	\$31.70	\$32.65	\$33.63
Regional Entertainment & Lifestyle Coordinator	\$38.79	\$39.95	\$41.15	\$42.39
<u>HOME SERVICES</u>				
Home Services Employee Grade 1	\$23.33	\$24.08	\$24.80	\$25.54
Home Services Employee Grade 2	\$24.43	\$25.24	\$25.99	\$26.77
Home Services Employee Grade 3	\$25.87	\$26.93	\$27.74	\$28.57
Home Services Coordinator	\$30.78	\$31.70	\$32.65	\$33.63
Home Services Senior Coordinator	\$35.39	\$36.45	\$37.55	\$38.67
Home Services Manager	\$47.27	\$48.69	\$50.15	\$51.65
<u>HEALTH PROFESSIONALS</u>				
Physiotherapist Assistant	\$25.11	\$26.39	\$27.19	\$28.00
Physiotherapist Assistant (Cert IV Qualified)	N/A	\$28.39	\$29.24	\$30.12
Physiotherapist				
Physiotherapist Grade 1	\$43.51	\$44.82	\$46.16	\$47.54
Physiotherapist Grade 2	\$46.59	\$47.99	\$49.43	\$50.91
Physiotherapist Grade 3	\$53.02	\$54.61	\$56.25	\$57.94

Note: employees who are already in receipt of wages that are higher than those contained within this Agreement will not be disadvantaged by having their earnings eroded. Such over-award payments may continue at the discretion of management.

For the duration of this Agreement, Warrigal will ensure that the rates of pay for the following classifications do not fall below the respective rate in the *Public Health System Nurses' and Midwives' (State) Award* (NSW): Registered Nurses, Clinical Nurse Specialist, Nurse Practitioner, Clinical Nurse Consultant and Clinical Nurse Educator.

SCHEDULE A TABLE 1
RATES OF PAY

SCHEDULE A TABLE 2 ALLOWANCES

SCHEDULE A, TABLE 2 – ALLOWANCES

Item No.	Brief Description	Clause No.	Period	Current	First Full Pay Period on or After 1 October 2022	First Full Pay Period on or After 1 October 2023 3%	First Full Pay Period on or After 1 October 2024 3%
1	Broken Shift	17.6(a)	Per shift	\$10.26	0.5 x hourly rate	0.5 x hourly rate	0.5 x hourly rate
2	Broken Shift - Home Services Employees - 1 unpaid break	17.7(b)	Per shift	\$10.26	\$18.34	\$18.89	\$19.46
3	Broken Shift - Home Services Employees - 2 unpaid breaks	17.7(e)	Per shift	\$10.26	\$24.47	\$25.20	\$25.96
4	In Charge of Residential Care Home less than 100 beds	29.1(a)	Per shift	\$26.62	\$28.94	\$29.81	\$30.70
5	In Charge of Residential Aged Care Home 100 beds or more	29.1(a)	Per shift	\$42.99	\$46.63	\$48.03	\$49.47
6	In charge of section	29.1(b)	Per shift	N/A	\$28.94	\$29.81	\$30.70
7	Uniform Allowance	29.2(a)	Per hour	\$0.41	\$0.43	\$0.44	\$0.45
8	Laundry Allowance	29.3(a)	Per hour	\$0.19	\$0.19	\$0.20	\$0.20
9	Sleepover Allowance	29.4	Per night	\$68.89	\$70.95	\$73.08	\$75.27
10	On Call Allowance Whilst Off Duty	29.5(a)	Per day (24 hours)	\$23.73	\$39.19	\$40.37	\$41.58
11	On Call Allowance During Meal Break	29.5(b)	Per shift	\$12.84	\$13.98	\$14.40	\$14.83
12	Use of Own Vehicle	29.10	Per km	\$0.91	\$0.94	\$0.96	\$0.99
13	Continuing Education Allowance: RN Post Grad Cert	29.11(g)	Per week	\$24.31	\$25.04	\$25.79	\$26.56
14	Continuing Education Allowance: RN Degree or Diploma	29.11(h)	Per week	\$40.49	\$41.70	\$42.96	\$44.24

SCHEDULE A TABLE 2 ALLOWANCES

Item No.	Brief Description	Clause No.	Period	Current	First Full Pay Period on or After 1 October 2022	First Full Pay Period on or After 1 October 2023 3%	First Full Pay Period on or After 1 October 2024 3%
15	Continuing Education Allowance: RN PhD or Doctorate	29.11(i)	Per week	\$48.59	\$50.04	\$51.54	\$53.09
16	Continuing Education Allowance: EN	29.11(j)	Per week	\$16.19	\$16.68	\$17.18	\$17.69
17	Meal on Overtime - Breakfast	27.4(f)	Per occasion	\$13.97	\$16.84	\$17.35	\$17.87
18	Meal on Overtime - Luncheon	27.4(f)	Per occasion	\$13.97	\$21.77	\$22.43	\$23.10
19	Meal on Overtime - Evening Meal	27.4(f)	Per occasion	\$13.97	\$31.78	\$32.73	\$33.71
20	After Hours Support Line Allowance for Home Services Employees	29.13(a)(i)	Any 24 hour period or part thereof when on call between the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday	N/A	\$21.57	\$22.22	\$22.88
21	After Hours Support Line Allowance for Home Services Employees	29.13(a)(ii)	For any other 24 hour period or public holiday, or part thereof	N/A	\$42.57	\$43.85	\$45.16
22	Medication Allowance	29.14(a)	Per hour	\$1.27	\$1.31	\$1.35	\$1.39
23	Mentor Allowance	29.15	Per hour	N/A	\$4.00	\$4.12	\$4.24

Note: employees who are already in receipt of wages that are higher than those contained within this Agreement will not be disadvantaged by having their earnings eroded. Such over-award payments may continue at the discretion of management.

SCHEDULE B

CLASSIFICATION SUMMARY

SCHEDULE B – CLASSIFICATION SUMMARY

The following is a summary of each Warrigal classification covered by this Agreement and corresponding duties and functions. It has been divided into three sections: Residential Care, Home Services and Clinical Care. It is not an exhaustive list, however does contain the core requirements expected of each classification:

RESIDENTIAL CARE STAFF

1. **Care Service Employee New Entrant** means an employee appointed as such with less than 3 months' work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by Warrigal. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - New Entrant - Care Stream: carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

Typical Duties - New Entrant - Support Stream: general assistance to higher grade employees in the full range of domestic duties.

Subsequent to the completion of 3 months' work experience and the employee achieving a level of competence as approved by Warrigal, there will be automatic advancement to the level of Care Service Employee Grade 1.

2. **Care Service Employee Grade 1** means an employee appointed as such who has in excess of 3 months' work experience within the aged care industry or 500 hours work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to Warrigal, which enables the employee to work effectively at this level. An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by Warrigal. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Grade 1 - Care Stream: under limited supervision, assist residents in carrying out simple personal care tasks which will include but not be limited to: undertake daily hygiene e.g., undertake showers or baths, shaving, cutting nails, lay out clothes and dressing, make beds and tidy rooms, store clothes and clean wardrobes, feed residents with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident that are more complex in nature than those tasks described above.

SCHEDULE B

CLASSIFICATION SUMMARY

Typical Duties - Grade 1 - 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.

As of 1 January 2019, a Care Service Employee Grade 1 has completed 1786 hours and has obtained a Certificate III in Individual Support (or Warrigal approved equivalent), has the right to a competency assessment. A competency assessment will involve an evaluation of the skills attributable to Care Service Employee Grade 2. Once an employee is deemed competent; the employee will advance to Grade 2. If a dispute arises about the result of a competency assessment, the assessment will be repeated with a more senior manager and a union delegate or other appropriate person as nominated by the employee. If there is further dispute at this stage, the employee may utilise the resolution of disputes procedure.

3. **Care Service Employee Grade 2** means an employee appointed as such with relevant experience and a Certificate III in Individual Support (or Warrigal approved equivalent) 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 Warrigal. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Grade 2 - 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 self-administration of 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; perform or provide assistance with blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the basic signs of both Hyper and Hypo-Glycaemia. Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3.

Typical Duties - Grade 2 - Support Stream: assist a higher grade worker in the planning, cooking and preparation of the full range of meals. May be required to drive a Sedan or Utility.

There is no automatic progression from a Care Service Employee Grade 2 to Care Service Employee Grade 3. Such progression will be determined by operational necessity, the duties actually required of the employee by Warrigal and the duties actually performed by the employee.

4. **Care Service Employee Grade 3** means an employee appointed as such who holds either a Certificate Level III in Individual Support or other appropriate Qualifications/Experience acceptable to Warrigal and:

SCHEDULE B

CLASSIFICATION SUMMARY

- a) is designated by Warrigal 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 Warrigal as having overall responsibility for a particular function within the residential care home.

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 Warrigal and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

Typical Duties – Grade 3 - Care Stream: coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop or assist in the development of resident care plans.

Typical Duties - Grade 3 - 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. May drive a Minibus or Larger Vehicle.

There is no automatic progression from a Care Service Employee Grade 3 to Care Service Employee Grade 4. Such progression will be determined by operational necessity, the duties actually required of the employee by Warrigal and the duties actually performed by the employee.

5. **Care Service Employee Grade 4** means an employee appointed as such and:

- a) **Level One:** an employee who holds a Certificate IV in Aged Care (CHC40108) or other appropriate qualifications/experience acceptable to Warrigal and is required to act on them and:
 - is designated by the Warrigal 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 Warrigal. Indicative tasks an employee at this level may perform are as follows.

Typical Duties – Grade 4 - Level 1 - Care Stream: overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.

Typical Duties - Grade 4 - Level 1 - Support Stream: coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.

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CLASSIFICATION SUMMARY

b) **Level Two:** an employee who is required to deliver medication to residents in residential aged care facilities and is able to complete work required of a Level One:

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

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

- a Certificate III in Individual Support (CHC330152); and
- a Certificate IV in Aged Care (CHC40108); and
- medication module – “Administer and Monitor Medications” (HLTHPS007); or
- Hold other appropriate qualifications acceptable to Warrigal.

Employees at this level may be required to perform the duties of a CSE 4 – Level 1. There is no automatic progression from a Care Service Employee Grade 4 to Care Service Employee Grade 5. Such progression will be determined by operational necessity, the duties actually required of the employee by Warrigal and the duties actually performed by the employee.

6. Care Service Employee Grade 5

This grade will generally apply to employees having responsibility for supervision of the care service. 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 Warrigal.

SCHEDULE B

CLASSIFICATION SUMMARY

HOME SERVICES STAFF

Home Services Employee means an employee who performs the duties associated with the provisions of Home Services to Home Services Clients, which may include cleaning, child minding, gardening, handiwork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general domestic services.

An employee employed as a Home Services Employee may be offered additional hours (over and above their guaranteed minimum hours) in a residential aged care home and would be paid the rate applicable to the classification worked.

An employee employed in a residential aged care home may be offered additional hours (over and above their guaranteed minimum hours) in Home Services duties and this employee would be paid the rate applicable to that of a Home Services employee.

1. Home Services Employee Grade 1

Means a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. Warrigal will provide training. 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 Grade 1 will progress to Grade 2.

Should an employee at this Grade not satisfactorily complete the requirements of Grade 1, they will be notified in writing by Warrigal two (2) weeks prior to the date on which they would have proceeded to Grade 2.

An employee may seek the assistance of their representative during these discussions and if there is a disagreement between the parties as to the employee's ability to progress to the next grade, the matter will be resolved in accordance with Clause 10 – Resolution of Disputes.

A Grade 1 employee will work under general supervision.

Notwithstanding the above, employees who choose only to carry out general housekeeping duties and are not prepared to multi skill will be paid at this grade.

2. Home Services Employee Grade 2

Means a person who satisfies the requirements of a Grade 1 and has progressed to a Grade 2.

An employee at this level will be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients and may be required to perform the duties of Handyperson as defined.

Optional training will be provided to employees at the request of the employees at this level to equip employees to apply for positions at Grade 3.

Grade 2 employees may be required to perform complex tasks required of a Grade 3 employee from time to time, within their competence, and will be paid at the rate for Grade 3 whenever such duties are performed for periods in excess of five (5) hours per week.

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Where Warrigal requires the employee to perform any or all of the tasks set out below, relevant to a Grade 2 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training will be provided.

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

Grade 2 - Showering/Bathing: excepting where client has severely limited/uncontrollable body movements: assisting clients to shower/bath self or totally showering/bathing client; assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode chair; supervising children's bath; bathing a baby; total bed bath/sponge – exception level 3.

Grade 2 - Toileting: helping people to the toilet; assisting people to use the toilet by loosening clothing; assisting client to change own incontinence and sanitary pads; assisting clients with bottles; assisting self-catheterisation by holding mirror or positioning legs except where there is severely limited/uncontrollable body movements; changing babies, nappies, toileting children.

Grade 2 - Menstrual Care: assisting with menstrual care.

Grade 2 - Skin Care: where dressings are involved.

Grade 2 - Grooming: all hair care; limited care of nails; shaving - where there are uncontrollable body movements use electric razors only, all other shaving – electric razors recommended; all dressing/undressing or assistance with dressing/undressing except where there is uncontrollable body movements.

Grade 2 - Oral Hygiene: assisting clients with their own care of teeth or dentures; care of teeth and dentures for the client by using tooth brush/tooth paste/oral solution only.

Grade 2 - Oral Medication: assisting client with or administering liquid medicines, pills, powders, nose and eye drops.

Grade 2 - Transferring/Mobility: transferring client in and out of bed/chair/car and assisting with mobility - exceptions see level 3; assisting clients to turn or sit up - exceptions level 3.

Grade 2 - Fitting of Aids/Appliances: such as splints and callipers.

Grade 2 - Therapy: assisting with therapy in any of the following circumstances: low level of assistance is required; carer/therapist is not on site and client is able to take responsibility for the therapy or carer/therapist is on site; simple instructions required rather than specialised training knowledge.

Grade 2 - Assistance with Eating: assisting where there are no eating difficulties.

3. Home Services Employee Grade 3

Means a person who performs the duties of a Grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the client's condition and/or household environment.

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Where Warrigal requires the employee to perform any or all of the tasks set out below, relevant to a Grade 3 position, the employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training is provided.

Grade 3 employees will be involved in on the job training of Home Services employees where required.

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

Grade 3 - Showering/Bathing: showering/Bathing adults and children with severely limited/uncontrollable body movements; total bed bath/sponge where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

Grade3 - Toileting: 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.

Grade 3 - Menstrual Care: changing tampons and sanitary pads.

Grade 3 - Skin Care: changing simple wound dressing; application of treatment creams to genital area.

Grade 3 - Nasal Care: cleaning noses.

Grade 3 - Grooming: all dressing/undressing where there are severely limited/uncontrollable body movements.

Grade 3 - Medication: suppositories; assist and support diabetic clients in the management of their insulin and diet and recognising the signs of both Hyper and Hypo-Glycaemia.

Grade 3 - Transferring/Mobility: assisting clients to turn/sit where clients can offer limited/no assistance with weight bearing; using mechanical aids to lift and transfer clients; 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.

Grade 3 - 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.

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Grade 3 - Assisting with Eating: assisting with eating where a risk of choking, vomiting or other eating difficulty is involved.

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

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

Grade 3 – Enterprise: clarify specific needs of 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.

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

Grade 3 - 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.

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

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

4. Home Services Coordinator

Means a person who is employed by Warrigal specifically as a Home Services Coordinator, who is responsible for the coordination of an in-home and/or community based service. This person would have specific responsibilities for client assessment, care planning, service co-ordination, staff supervision and financial monitoring.

5. Home Services Senior Coordinator

Means a person who is employed by Warrigal specifically as Home Services Senior Coordinator, who is responsible for the coordination and the effective and efficient delivery of all home support service offerings provided by Warrigal Home Services. Areas of responsibility include customer care, compliance and service development.

6. Home Services Manager

Means a person who is employed by Warrigal specifically as a Home Services Manager, who is responsible for managing a number of community services at a location. This person would hold Warrigal approved tertiary qualifications and/or a significant number of years' experience in the delivery of community services. They would be responsible for service co-ordination, financial management, service planning, delivery and

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CLASSIFICATION SUMMARY

administration of all community services at the location. This person would also be required to meet budgetary targets and ensure compliance with government regulations.

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CLINICAL CARE STAFF

1. **Assistant in Nursing (AIN)**

Is a person, other than a Registered Nurse or Enrolled Nurse or Care Service Employee who is employed in providing care services within a residential care home.

2. **Clinical Nurse Consultant** means a registered nurse appointed as such to the position, who has had at least five (5) years' post registration experience and who has in addition approved post registration nursing qualifications relevant to the field in which they are appointed or such other qualifications or experience deemed appropriate by Warrigal.

Incremental payment for Clinical Nurse Consultant classifications will start at "Clinical Nurse Consultant Grade 1 – 1st Year" under this Agreement and progress every 1786 hours to the subsequent increment.

3. **Clinical Nurse Educator** means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by Warrigal, who is required to implement and evaluate educational programmes at the Residential Care Home. The Clinical Nurse Educator will cater for the delivery of clinical nurse education at the Residential Care Home. The Clinical Nurse Educator may also be responsible for new employee orientation at the Residential Care Home. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the Residential Care Home to provide the educational programmes detailed above. Nothing in this clause will 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.

Incremental payment for Clinical Nurse Educator classifications will start at "Clinical Nurse Educator Year 1" under this Agreement and progress every 1786 hours to the subsequent increment.

4. **Clinical Nurse Specialist** means a registered nurse appointed as such and approved by Warrigal with twelve (12) months experience working in a clinical area in aged care and/or, with specific post registration qualifications and twelve months experience working in the clinical areas of their specified post registration qualification.

"Clinical Nurse Specialist Grade 2" means: a Registered Nurse appointed to a position classified as such with relevant post-registration qualifications and at least 3 years' experience working in the clinical area of their specified post-graduate qualification.

The Clinical Nurse Specialist Grade 2 classification encompasses the Clinical Nurse Specialist Grade 1 role criteria and is distinguished from a Clinical Nurse Specialist Grade 1 by the following additional role characteristics:

- Exercises extended autonomy of decision making;
- Exercises professional knowledge and judgement in providing complex care requiring advanced clinical skills and undertakes one of the following roles:

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- leadership in the development of nursing specialty clinical practice and service delivery in the unit/service; or
- specialist clinical practice across a residential care home/service; or
- primary case management of a complete episode of care; or
- primary case management of a continuum of specialty care; or
- an authorised extended role within the scope of Registered Nurse.

Incremental progression to the second year and thereafter rate will be upon completion of 1786 hours.

5. **Deputy Residential Services Manager (or Assistant General Manager)** means a registered nurse appointed at the discretion of Warrigal to assist the Residential Services Manager in the management of a Residential Care Home and take a shared responsibility for the clinical care of residents when Warrigal deems that assistance is required.
6. **Residential Services Manager (or General Manager)** means a registered nurse who is appointed at the discretion of Warrigal, in accordance with the requirements of *the Public Health Act 2010* (NSW) as being responsible for care of the residents of the nursing home. The Residential Services Manager must hold minimum necessary qualifications as required by the *Public Health Regulation 2012* (NSW).
7. **Endorsed Enrolled Nurse** means a person enrolled by the Board as such who is "authorised to administer medications" by the Board. Upon being "authorised to administer medications" by the Board, an employee will be classified as an EEN – Authorised.
8. **Enrolled Nurse** means a person enrolled by the Board as such but who is not "authorised to administer medications" by the Board.
9. **Nurse Practitioner** means a registered nurse appointed as such and approved by Warrigal who is authorised by the Board pursuant to the Health Practitioner Regulation National Law to practice as a Nurse Practitioner.

Incremental payment for Nurse Practitioner classifications will start at "Nurse Practitioner 1st Year" under this Agreement and progress every 1786 hours to the subsequent increment.

10. **Registered Nurse Leadership Program** is a program in which a Registered Nurse completes relevant on the job training, and is subsidised by Warrigal to complete a Master of Nursing (Nurse Practitioner), so that they can become a Nurse Practitioner.
11. **Registered Nurse** means a person registered by the Board as such. Indicative tasks include medication rounds, patient care plans, liaise with other medical staff, wound management, relevant paperwork.
12. **Undergraduate Nursing Program** is a program in which an employee completes relevant on the job training, and is subsidised by Warrigal to complete a Bachelor of Nursing, so that they can become a Registered Nurse.

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13. **Trainee Enrolled Nurse** means a person who is being trained to become an Enrolled Nurse.

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CLASSIFICATION SUMMARY

WELLNESS AND LIFESTYLE STAFF

1. **Leisure and Entertainment Officer** means an employee appointed as such, and develops and implements programs of activities for residents:
 - a. **Level 1** means an employee who holds either a Certificate III in Individual Support (or other appropriate qualifications/experience acceptable to Warrigal).
 - b. **Level 2** means an employee who holds a Certificate IV in Leisure and Health (or other appropriate qualifications/experience acceptable to Warrigal), and has completed 1786 hours as a Leisure and Entertainment Officer Level 1.
2. **Leisure and Entertainment Officer Coordinator** means a person with tertiary qualifications in community/social welfare and/or a Certificate IV in Leisure and Lifestyle, or other relevant higher education, and is responsible for the coordination of group social programs at Warrigal. They provide guidance, supervision and support to other members of the lifestyle team and to connect leisure and entertainment officers.
3. **Regional Entertainment and Lifestyle Coordinator** means a person who has relevant tertiary qualifications in community/social services/and or nursing, and is responsible for leading a regional team of lifestyle staff who deliver lifestyle services in the community through group social and within Warrigal homes.
4. **Physiotherapist Assistant** means an employee appointed as such, and provides care that will maintain and improve the mobility of residents, through exercise, massage, aromatherapy and specific development programs.
 - c. **Level 1** means an employee who holds either a Certificate III in Allied Health Assistance (or other appropriate qualifications/experience acceptable to Warrigal).
 - d. **Level 2** means an employee who holds a Certificate IV in Allied Health Assistance (or other appropriate qualifications/experience acceptable to Warrigal), and has completed 1786 hours as a Physiotherapist Assistant Level 1.
5. **Physiotherapist** means an allied health professional who holds a qualification as a physiotherapist approved by the Physiotherapy Board of Australia for registration under the Health Practitioner Regulation National Law.
 - a) Physiotherapist Grade 1 – new graduate with less than 12 months experience as a qualified Physiotherapist or a Physiotherapist under limited registration.
 - b) Physiotherapist Grade 2 – Physiotherapist with greater than 12 months experience.

IN THE FAIR WORK
COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2022/4631

Employer:

Warrigal Care (Employer)

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the Warrigal and NSW Nurses and Midwives' Association, Australian Nursing and Midwifery Federation NSW Branch, Health Services Union NSW/ACT/QLD Branch and the Australian Nursing and Midwifery Federation – Australian Capital Territory Enterprise Agreement 2022 (Agreement)

Authorised representative:

Maree Healey
Employee Relations Advisor

Undertaking- Section 190

For and on behalf of the Employer I, Maree Healey:

1. declare that I have:
 - a. authority to give this undertaking on behalf of the Employer,
 - b. sought the views of all bargaining representatives for this undertaking pursuant to s 190(4) of the FW Act,
2. understand that each undertaking is to be taken to be a term of the Agreement,
3. give the following undertaking/s with respect to the Agreement:
 - a. A new clause 26.7 is included in the Agreement as follows:

"A casual nursing employee will be paid only for those public holidays they work at 200% of the casual hourly rate.

This rate will be in substitution for, and not cumulative with the casual loading in Clause 23.3.

Payments under this Clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday".
 - b. The following is removed from Clause 25.5:

"(c) This provision does not apply to employees employed in the classifications of Clinical Nurse Specialist, Nurse Practitioner,

Clinical Nurse Consultant, Clinical Nurse Educator, Deputy Residential Services Manager/Assistant General Manager and Residential Services Manager/General Manager”.

c. The following is removed from Clause 27.13(c):

“(c) This provision does not apply to employees employed in the classifications of Clinical Nurse Specialist, Nurse Practitioner, Clinical Nurse Consultant, Clinical Nurse Educator, Deputy Residential Services Manager/Assistant General Manager and Residential Services Manager/General Manager”.

d. Clause 26.7 is amended as follows:

“A full-time or part-time employee (including an employee employed in a nursing classification in this Agreement) who is required to and does work on any public holiday prescribed in this clause will be paid in lieu of all other shift allowances and weekend penalties their Base Rate of Pay plus time and a half (150%) for all time worked”.

e. Clause 16.1(c) is amended as follows:

“Each shift will commence of no more than eight (8) hours on a day shift or 10 hours on a night shift”.

f. Clause 24(a)(i) is amended as follows:


“10% for afternoon shift commencing at 10:00am and before 1:00pm”.

g. The last line of Clause 27.4(b) is amended as follows:

“Notwithstanding, hours worked in excess of 10 hours per day will warrant payment at overtime rates”.

h. From 1 February 2023, an employee’s entitlement to paid “Family and Domestic Violence” under Clause 36 of the Enterprise Agreement (which includes full-time, part-time and casual employees) will be in accordance with the relevant entitlement under the National Employment Standards.

Date signed:	30 November 2022
For and on behalf of the Employer by:	Maree Healey

[In accordance with s.190(5) of the FW Act]	
Signature:	
Witness name:	Brittany Scognamiglio
Witness signature:	