



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

The Frank Whiddon Masonic Homes of New South Wales T/A The Whiddon Group
(AG2017/4784)

THE WHIDDON GROUP AGREEMENT 2017

Health and welfare services

COMMISSIONER WILSON

MELBOURNE, 24 APRIL 2018

Application for approval of The Whiddon Group Agreement 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Whiddon Group Agreement 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by The Frank Whiddon Masonic Homes of New South Wales T/A The Whiddon Group. The Agreement is a single enterprise agreement.

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

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

[4] The Australian Nursing and Midwifery Federation and Health Services Union of Australia being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisation.

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 1 May 2018. The nominal expiry date of the Agreement is 1 October 2020.



COMMISSIONER

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/4784

Applicant:

The Frank Whiddon Masonic Homes of New South Wales t/as The Whiddon Group ("The Whiddon Group")

Undertaking- section 190

I, Josh Keech, Executive General Manager People and Culture of The Whiddon Group, give the following undertakings with respect to *The Whiddon Group Agreement 2017* ("the Agreement"):

1. I have the authority given to me by The Whiddon Group to provide this undertaking in relation to this application before the Fair Work Commission.
2. Clause 24.2(a) of the Agreement is to be read and applied on the basis that the words "two hours" are replaced with the words "four hours".
3. The words "Subject to clause 37.7," are added before the existing content of clause 37.3(a) of the Agreement.
4. Clause 37.3(c) of the Agreement is to be read and applied on the basis that the words "8 hour break" are replaced with the words "10 hour break".
5. An additional clause 37.3(h) is to be inserted into the Agreement, which reads:

(h) *is a part-time Employee classified as Grade 4 in the Therapy and Leisure Stream, and works more than the Employee's guaranteed minimum number of hours in clause 14.2(b) or (c).*

6. An additional clause 37.7 is inserted into the Agreement, as follows:

37.7 *An Employee may be entitled to overtime where the Employee works more than the following number of hours, excluding meal breaks:*

- (a) *for Employees engaged under the Personal Care Stream or the Clinical Stream: 10 hours;*
- (b) *for Employees engaged in the Hospitality Stream or the Administration Stream: 8 hours (other than when working a shift which attracts the 15% penalty in clause 38.1(b), in which case 10 hours);*
- (c) *for Employees engaged as a Grade 1 to 3 employee in the Therapy and Leisure Stream: 8 hours (other than when working a shift which attracts the 15% penalty in clause 38.1(b), in which case 10 hours);*
- (d) *for Employees engaged as a Grade 4 employee in the Therapy and Leisure Stream: 10 hours.*

7. An additional clause 44.6 is to be inserted into the Agreement, which reads:

44.6 Where an employee works a 24 hour shift, the employee will not receive any less payment in total for the shift than the employee would have received if the employee was not covered by the Agreement.

8. Schedule A of the Agreement is to be read and applied on the basis that the hourly base rate for a Grade 4 employee in the Therapy and Leisure Stream who would be otherwise classified as a Health Professional Level 4 under the *Health Professionals and Support Services Award 2010* ("HPSS Award") is no less than 5% higher than the equivalent base hourly rate in the HPSS Award for that equivalent classification at that point in time.
9. The employer will ensure that casual employees engaged in the Personal Care Stream and the Clinical Stream will be paid no less than 0.5% higher than what they would have received under the *Nurses Award 2010*, calculated on a fortnightly basis.

Employer name: The Whiddon Group

Authority to sign: Executive General Manager People and Culture, by authority of the Chief Executive Officer

Signature:

A handwritten signature in black ink, appearing to be 'J. Keen', written over a horizontal line.

Date: 5 April 2018



The Whiddon Group Agreement 2017

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: Operation of Agreement

1. Objective of Agreement

1.1. The objective of this Agreement is to provide terms and conditions of employment that:

- a) are consistent with Whiddon's Purpose and Values,
- b) promote The Whiddon Way, and
- c) will enable Whiddon to meet the strategic aims of the organisation.

2. Title

2.1. This Agreement will be known as The Whiddon Group Agreement 2017.

3. Persons Bound by the Agreement

3.1. Subject to clause **Error! Reference source not found.**3.2 of this Agreement, the following persons/organisations will be bound by the Agreement:

- a) The Frank Whiddon Masonic Homes of New South Wales Pty Ltd T/As The Whiddon Group, ABN 49 082 385 091, or its successor (**Whiddon**),
- b) all Employees of the Employer whose employment falls within the classifications outlined in the Agreement (**Employees**); and
- c) any bargaining representative named by the Fair Work Commission in its decision approving this Agreement.

3.2. This Agreement does not apply to:

- a) employees who are employed by Whiddon as senior managers or executive managers, including Director Care Services (but not including Deputy Director Care Services or Assistant Director Care Services); and
- b) employees who are employed wholly or principally in a role which is part of Corporate Office, except for any employees employed in Corporate Office to undertake duties within the Personal Care Stream or at Grade 10 or below in the Clinical Care Stream. For clarity, all employees employed to undertake duties within the Personal Care Stream or at Grade 10 or below in the Clinical Care Stream are covered by the Agreement.

3.3. For the purposes of 3.1.c) above, Whiddon acknowledges that the following organisations acted as bargaining representatives for this Agreement and will be covered by it, subject to the Fair Work Commission's decision:

- a) NSW Nurses and Midwives' Association [ABN 63 398 164 405];
- b) Australian Nursing and Midwifery Federation New South Wales Branch [ABN 85 726 054 782]; and
- c) HSU New South Wales Branch [ABN 93 728 534 595].

4. Date and Length of Agreement

4.1. This Agreement will be lodged with the Fair Work Commission as required by the Act.

- 4.2. The terms and conditions in this Agreement will operate from the first fortnightly pay period beginning on or after 1 October 2017.
- 4.3. In the event that the Agreement has not been approved by the Fair Work Commission and come into operation by 1 October 2017, the Agreement will commence operation 7 days after the Agreement is approved by the Fair Work Commission but the pay increases in this document will apply from (and be back paid to) 1 October 2017.
- 4.4. The Agreement's nominal expiry date will be 1 October 2020.

5. Relationship of the Agreement to Awards

- 5.1. Except where expressly stated in this Agreement, this Agreement will be read as a stand-alone agreement to the exclusion of all other industrial instruments, including all Awards.

6. Relationship of the Agreement to the Standards

- 6.1. This Agreement applies subject to the Act and does not exclude the National Employment Standards ("NES").
- 6.2. Anything in this Agreement that is less favourable than the NES does not apply to the extent it would otherwise be less favourable.
- 6.3. Anything in this Agreement that is more favourable than the NES supplements and applies in parallel to the NES entitlement, but not so as to give the Employee a double benefit.

7. Relationship to Other Agreements

- 7.1. This document is the whole enterprise agreement between the persons and organisations it covers and entirely replaces all prior collective agreements (statutory or otherwise).
- 7.2. Individual Flexibility Arrangements ("IFAs") made in accordance with clause 17 below (Flexibility Term) form part of this Agreement but only apply to the individual Employee named in the IFA.
- 7.3. Other individual terms agreed between Whiddon and an individual Employee (eg, in a letter of appointment) are subject to common law and do not form part of this Agreement or alter its operation.

Part 2: Definitions and Interpretation

8. Defined Terms

In this Agreement:

Act means the *Fair Work Act 2009* as amended or replaced from time to time, and also includes regulations made under that legislation.

ADO Employee means the Employees named in Schedule C.

AHPRA means the Australian Health Practitioners Regulation Agency.

Agreement refers to this document, *The Whiddon Group Agreement 2017*, as approved by the Fair Work Commission as an enterprise agreement made pursuant to Part 2- 4 of the Act.

Award means any applicable modern award made and operating in accordance with the Act.

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

Ordinary pay refers to base rate of pay for the Employee's classification under this Agreement or, if higher, a particular Employee's individually negotiated contractual base rate of pay. It does not include any penalties, loadings, or allowances.

Ordinary rostered shift means a shift rostered as per Clause 222 Rosters.

Pay period is a fourteen day period.

Shift worker in respect of a particular employee has the meaning in whichever of the following Awards covers them: the Aged Care Award 2010, the Nurses Award 2010 or the Health Professionals and Support Services Award 2010.

Termination can refer to employment ending in any of the following ways:

- a) at Whiddon's initiative (eg, by dismissal);
- b) at the Employee's initiative (eg, by express resignation or abandonment); and/or
- c) by operation of law (eg, where fixed term employment expires),

unless expressly stated otherwise.

9. Headings

Headings in this Agreement aren't operative provisions. However, where a clause or sub-clause has the heading "Background to this clause", then the information after that heading (and before the next heading) is for information and/or context only and is not to be taken as an enforceable part of this Agreement.

Part 3: General Conditions of Employment

10. Qualifying Period

- 10.1. A qualifying period may also be referred to as a probationary period or a minimum employment period.
- 10.2. A qualifying period of 6 months will apply to all Employees, other than casuals.
- 10.3. The purpose of the qualifying period is to determine the quality of the Employee's work performance, their fit with Whiddon's Mission and Values, and their suitability for ongoing employment.
- 10.4. During the qualifying period Whiddon or the Employee can terminate the employment relationship by providing one week (7 days) notice. This period of notice may be paid in lieu at the discretion of Whiddon.

11. Policies and Procedures

- 11.1. Employees are required to perform their duties in accordance with the policies and procedures of Whiddon as amended from time to time.
- 11.2. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect Whiddon's ability to vary, revoke or establish any such policy or procedure from time to time.

12. Employment Screening

- 12.1. An Employee must provide Whiddon with all reasonable information Whiddon reasonably requires to establish the Employee's current and ongoing ability to perform their duties.
- 12.2. An Employee must, as soon as practicable, fully disclose to Whiddon any matter which impairs, or has the possibility to impair, the performance of their duties or the trust or responsibility which Whiddon has placed in the Employee. This includes, but is not limited to, any criminal convictions or charges which may be relevant to the Employee's employment. This is an ongoing obligation which applies for the duration of the Employee's employment
- 12.3. Employees will be required to participate in employment screening practices as required by Whiddon and as may be required by law. This includes, but is not limited to, criminal record checks. Whiddon will pay for any such screening practice which it directs an Employee to participate in.
- 12.4. Renewals for National Criminal History Record Checks during employment will be paid for by Whiddon, however new staff to Whiddon are responsible for obtaining their own National Criminal History Record Check and provide this in form that satisfies Whiddon.

13. Vaccinations and Medical Screening

- 13.1. Where Whiddon has reasonable grounds, Whiddon may direct an Employee to attend a medical examination by a practitioner nominated by Whiddon in order to assess the Employee's fitness to perform the inherent requirements of their role. Such an examination will be at Whiddon's cost, and where appropriate, may include drug and alcohol testing.

- 13.2. In the interests of health and safety, Whiddon may also require an Employee to undergo particular vaccinations. Whiddon will take into consideration any personal matters raised by staff in relation to this. Such vaccination/s will be at Whiddon's cost.

14. Types of employment

14.1. Full-time Employee

- a) A full-time Employee is employed to work either:
 - i. 76 hours per fortnight; or
 - ii. if the Employee is an ADO Employee, 152 hours per four week period.

14.2. Permanent Part-Time Employee

- a) A permanent part-time Employee is employed on an ongoing basis, to work a regular number of hours that is less than 76 per fortnight.
- b) Before commencing part-time employment, Whiddon and the Employee will agree in writing the guaranteed minimum number of hours to be worked.
- c) The guaranteed minimum number of hours to be worked may be varied by agreement and recorded in writing.
- d) A permanent part-time Employee will not be employed for less than 16 hours per fortnight unless approval has been granted by an Executive Manager.
- e) A permanent part-time Employee receives all benefits of the Agreement on a pro-rata basis (compared to a full-time Employee) unless the Agreement states otherwise.
- f) A permanent part-time Employee may write to Whiddon and request a review of their guaranteed minimum number of hours of work on one occasion each financial year, where the Employee is regularly working more than their guaranteed minimum number of hours. Whiddon will give reasonable consideration to the request taking into account:
 - i. the operational requirements of the facility,
 - ii. the pattern of hours,
 - iii. whether the increase in hours is due to the Employee covering leave relief shifts,
 - iv. whether the increase in hours is due to a temporary requirement for additional service hours, for example, due to the temporary increase in care needs of a client or service, and
- g) Taking into account the above considerations in clause 14.2(f), and where the employee is regularly working above their guaranteed minimum number of hours, Whiddon may increase the guaranteed minimum number of hours. Where the guaranteed minimum number of hours are increased, the hours regularly worked will be recorded in writing.

14.3. Casual Employee

- a) A casual Employee is engaged as such and is paid by the hour.

- b) A casual Employee who has worked on a regular and systematic basis over a period of 52 weeks may write to Whiddon and request conversion to permanent employment. Whiddon will give reasonable consideration to the request taking into account:
 - i. the operational requirements of the facility,
 - ii. whether the regular pattern of work is due to the Employee covering leave relief shifts, for example, parental leave relief or workers compensation relief, and
 - iii. whether the regular pattern of work is due to a temporary requirement for service hours, for example, due to the temporary increased care needs of a client or service.

14.4. Fixed Term Employee

- a) A fixed term Employee is a person engaged for a limited term, task or project. They will either be employed for:
 - i. a "specified" period of time or task (ie, employment of a type not covered by Division 11 of the NES); or
 - ii. a "maximum" term which expires upon completion of a fixed period of time, task or season, but which is subject to early termination as long as notice is given in accordance with Part 7 of this Agreement.
- b) A fixed term Employee may be part-time or full-time.
- c) Whiddon may employ fixed-term Employees to meet the genuine operational requirements of the facility. For example, limited term funding arrangements, leave replacement of four (4) weeks or more, to trial the viability of additional or revised services, to accommodate forthcoming service reductions, to fill short-term vacancies, or to accommodate fluctuations in client funding arrangements.
- d) There is nothing in the Agreement to prevent an extension of a fixed term contract, or to prevent a new fixed term contract being entered into. Provided the break between contracts is 4 weeks or less, service will be deemed to be continuous.
- e) A fixed term Employee employed on a part time basis receives all benefits of the Agreement on a pro-rata basis (compared to a permanent Employee) unless the Agreement states otherwise.
- f) Subject to the Act, a fixed term Employee is not entitled to redundancy payments when their contract ends.

15. Flexible Working Arrangements for Parents, Grandparents, Carers and Others

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 15.1. An Employee with Whiddon may request flexible work arrangements where the Employee has at least 12 months of continuous service with Whiddon and:
 - a) is the parent, or has responsibility for the care, of a child who is of school age or younger;

- b) is a grandparent who provides assistance to their immediate family with child care arrangements, or
 - c) is the primary carer for their parent who requires care;
 - d) is a carer within the meaning of the Carer Recognition Act 2010;
 - e) has a disability;
 - f) is 55 or older;
 - g) is experiencing violence from a member of the Employee's family; or
 - h) provides care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because the member is experiencing violence from the member's family.
- 15.2. The request must be in writing and should set out the details of the proposed change and the reasons for the request.
- 15.3. Whiddon will provide the Employee with a written response within 21 days confirming if the request has been accepted or declined.
- 15.4. Whiddon may refuse the request on reasonable business grounds. If Whiddon refuses the request Whiddon will outline their reasons for the refusal.

16. Diversity and Inclusion

- 16.1. Whiddon is committed to promoting and supporting diversity in the workplace and recognises that Whiddon's work depends upon our people, with their diverse views, abilities, skills, languages, cultures and background.
- 16.2. Whiddon is committed to promoting and supporting diversity in the workplace and recognises that in order to achieve Whiddon's purpose, much depends upon our people, with their diverse views, abilities, skills, languages, cultures and background.
- 16.3. Whiddon respects, values and encourages diversity in the workplace. Whiddon is an inclusive organisation that values fairness, equity and diversity consistent with the Whiddon Way.
- 16.4. Whiddon is committed to:
- a) Ensuring employees work within and apply workplace diversity principles, especially in leadership and management practices and behaviours in Whiddon;
 - b) Fostering a culture that acknowledges and promotes diversity and includes the prevention and elimination of discrimination;
 - c) Continued development and implementation of strategies to reduce barriers to employment; and
 - d) Fostering a work environment free of harassment.
- 16.5. In addition to Whiddon's position on general diversity issues, Whiddon supports all sex and gender diverse employees and will treat employees consistent with their identified gender.

16.6. Whiddon will work with any employee in addressing issues relating to gender identification, including but not limited to transitioning of gender at work, and non-binary gender identification. Depending on the situation, the needs and wants of the employee and operational requirements, the employer will endeavour to assist employees in addressing gender identification issues at work. This may include:

- a) Providing ongoing support including education provided by The Gender Centre or other suitable provider, to team members relating to gender identification and changing gender;
- b) Providing access to gender neutral or gender identified uniforms, including replacing uniforms from one gender for that of another, and that doing so is without cost to the employee;
- c) Approved access to accrued paid leave and approved unpaid leave for the purposes of assisting with gender identification change/s, where approval will not be unreasonably withheld;
- d) Assisting the employee with any employment-related checks required by Whiddon, which will be paid for by Whiddon (for example where the employee has changed their name or is known as an alias); and
- e) Other provisions agreed by Whiddon and the employee.

17. Flexibility Term

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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17.1. Whiddon and an Employee covered by this Agreement may agree to make an IFA to vary the effect of terms of the Agreement if:

- a) the agreement deals with 1 or more of the following matters:
 - i. arrangements about when work is performed;
 - ii. overtime rates;
 - iii. penalty rates;
 - iv. allowances; and
 - v. leave loading.
- b) the arrangement meets the genuine needs of the Whiddon and the Employee in relation to 1 or more of the matters mentioned in paragraph 17.1.a); and
- c) the arrangement is genuinely agreed to by Whiddon and the Employee.

17.2. Whiddon must ensure that the terms of the IFA:

- 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.

17.3. Whiddon must ensure that the IFA:

- a) is in writing; and
- b) includes the name of Whiddon and the Employee; and
- c) is signed by Whiddon 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 Agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- e) states the day on which the arrangement commences.

17.4. Whiddon must give the Employee a copy of the IFA within 14 days after it is agreed to.

17.5. Whiddon or the Employee may terminate the IFA:

- a) by giving no more than 28 days written notice to the other party to the arrangement;
or
- b) if the employer and employee agree in writing--at any time.

Part 3A: Managing Changes and Disputes

18. Employee Representation

- 18.1. Employees affected by matters dealt with in this Part may appoint a representative for the purpose of the procedures set out in this Part.
- 18.2. If:
- a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purpose of consultation; and
 - b) the Employee or Employees advise Whiddon of the identity of the representative;
- then Whiddon must recognise the representative.
- 18.3. Whiddon recognises that the HSU, ANMF and NSWNMA represent their Employee members for the purposes of this Part, unless an affected Employee member says otherwise. When consulting with Employees or managing disputes in accordance with the procedures below, Whiddon will offer affected Employees the opportunity to contact their union, if any.
- 18.4. For clarity, this clause 188 does not limit the other situations where Employee members may be represented by their union (eg, disciplinary meetings).

19. Consultation about Major Changes

- 19.1. Notifying Employees about major changes
- a) Where Whiddon 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, Whiddon must notify the Employees who may be affected by the proposed changes and their representatives, if any.
 - b) Significant effects include termination of employment; major changes in the composition, operation or size of Whiddon'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.
- 19.2. Discussing major changes with Employees
- a) Whiddon must discuss with the Employees affected and their representatives, if any, the introduction of the changes referred to in clause 19.1 above, the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
 - b) The discussions must commence as early as practicable after a definite decision has been made by Whiddon to make the changes referred to in clause 19.1 above.
 - c) For the purposes of such discussion, Whiddon must provide in writing to the Employees concerned and their representatives, if any, all relevant information

about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that Whiddon is not required to disclose confidential information the disclosure of which would be contrary to its interests.

20. Consultation about changes to rosters or hours of work

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

21. Resolving workplace disputes

21.1. What is this clause about?

This clause sets out the steps that Whiddon, Employees and the unions covered by this Agreement need to follow when a dispute arises between one or more of them which they wish to resolve. The objectives of this clause are to:

- a) set out a workable process for resolving workplace disputes effectively and, so far as is possible, amicably; and
- b) encourage the parties to try genuinely to reach mutually acceptable resolutions for their disagreements in the first instance, before considering, and if thought necessary, pursuing legal action.

21.2. Background to this clause

- a) Disputes are inevitable in any workplace and Whiddon recognises that working through them respectfully can be a healthy way to generate new ideas, find improved ways of working and/or strengthen relationships.
- b) Whiddon believes that:
 - i. parties should not be prevented from exercising or enforcing their legal rights to resolve the dispute, and if one party isn't complying with the law, it may be appropriate to take legal action to resolve the issue; however

- ii. wherever practicable, taking legal action to resolve a dispute should be a last resort and it is preferable for disputes to be resolved at the workplace level, by the disputing parties finding a mutually acceptable resolution (which may involve reaching a compromise); and
- iii. if the parties are struggling to find a solution themselves, then mediation and/or conciliation by a third party (eg, by the Fair Work Commission) can be very helpful to assist the parties reach a mutually acceptable resolution without having to resort to legal action.

21.3. What type of disputes does this clause apply to?

This clause covers disputes relating to:

- a) any matter arising from this Agreement; and/or
- b) the National Employment Standards; and/or
- c) the employment relationship between one or more Employees covered by this Agreement and Whiddon.

21.4. Relationship with Employee Grievance Handling Policy

- a) Following approval of this Agreement, Whiddon will update its Employee Grievance Handling Policy to incorporate and align with the provisions in this clause.
- b) For clarity, the Employee Grievance Handling Policy may also set out other matters (eg, information, reasonable directions or guidance about other types of disputes, like interpersonal grievances between colleagues) but the provisions of this clause take precedence to the extent of any inconsistency.

21.5. Representation

- a) In accordance with clause 18 above, an Employee who is a party to the dispute may appoint a representative for the purposes of this procedure.
- b) If a union that is covered by this Agreement raises a dispute with Whiddon, the union is to confirm whether the dispute is brought in its capacity as a representative for one or more particular Employees, or whether it is a dispute relating to a matter of general concern to the union but which is not raised on behalf of any specific Employee/s.

21.6. What happens when a dispute arises?

- a) If the dispute is being raised by or on behalf of a particular Employee or Employee/s, those individual/s (and/or their representative/s) are to provide relevant details and discuss the matter with the relevant Employee manager (eg, the Employee/s' supervisor or, if the matter relates to a whole site/service, the manager of that site or service). If these discussions fail to resolve the dispute within a reasonable time, the matter may be referred to Whiddon's executive management team for further consideration.
- b) If the dispute is being raised by a union relating to a general matter of concern, in the first instance the union is to seek to resolve the dispute by providing relevant details and discussing the matter with Whiddon's executive management. This would usually involve contacting the Executive General Manager People & Culture as the first step.

- c) If the dispute is being raised by Whiddon, Whiddon will provide relevant details and discuss the matter with the other party or parties (including any Employee representatives).
- d) Nothing in this clause prevents discussions occurring via email or another form of written communication. However, face to face, oral discussions are often beneficial for effective dispute resolution and, in some cases, they may be the most appropriate and/or necessary method.
- e) Unless otherwise agreed by the parties, discussions relating to disputes under this clause are without prejudice to each party's legal rights.
- f) If parties reach a mutually acceptable outcome and want that outcome to be legally binding, they may enter into a written agreement setting out the agreed terms, in accordance with general contract law.

21.7. What if discussions don't resolve the dispute?

- a) If the discussions in clause 21.6 above do not resolve the dispute within a reasonable time, and a party wishes to pursue the dispute further, that party may refer the matter to the Fair Work Commission. However, a dispute must not be referred to the Fair Work Commission unless, and until a reasonable time after, the matter has been referred to Whiddon's executive management team for consideration.
- b) If a dispute is not referred to the Fair Work Commission within a reasonable time after discussions end, the other parties are entitled to treat the dispute as having been withdrawn.
- c) The Fair Work Commission may deal with the dispute in 2 stages:
 - i. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
 - ii. in regards to matters in 21.3.a) above (matters arising under this Agreement) and/or 21.3.b) (the National Employment Standards), if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may arbitrate the dispute and make a determination that is binding on the parties; or in regards to matters under 21.3.c) above (the employment relationship between one or more Employees covered by this Agreement and Whiddon), the Fair Work Commission may arbitrate the dispute if both parties agree.
- d) If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act but, consistent with the Act, it may not determine a dispute about the existence of reasonable business grounds for the purposes of clause 15.4 (reasonable business grounds to refuse flexible working arrangements).
- e) A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Divisions 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision, with permission from the Fair Work Commission.

21.8. Maintaining the status quo

- a) If this dispute resolution procedure has been invoked, then until a resolution has been reached, or the steps in this procedure have otherwise been exhausted:
 - i. the parties are to maintain the status quo, subject to this clause; and
 - ii. a party is not to commence legal proceedings in any Court or Tribunal in relation to the disputed issue/s, but may seek urgent interlocutory relief from a competent Court or Tribunal if doing so is reasonably required to enforce this status quo provision, or this dispute resolution process generally.
- b) For the purposes of this clause, the status quo means the circumstances that were prevailing immediately before this procedure was invoked.
- c) Where a party holds a reasonable concern that maintaining the status quo would:
 - i. be unsafe; or
 - ii. cause a party to breach an immediate compliance obligation,then, without prejudice to any party's legal rights or entitlements, Whiddon is to implement – and the parties are to comply with – alternative interim arrangements provided they are safe and reasonable (eg, temporary transfer to safe duties).
- d) This status quo provision does not prevent the parties from agreeing (or Whiddon from reasonably requiring Employees) to trial a proposed new arrangement while a dispute resolution process is underway, without prejudice to any party's legal rights or entitlements.
- e) This status quo provision does not prevent Whiddon from undertaking reasonable disciplinary or performance management processes. However, if the dispute is about a specific disciplinary or performance management process, Whiddon will not make any final decision to dismiss, demote or issue a formal warning to the affected employee until the dispute resolution process has been completed.

21.9. Recurrence of a dispute

If a dispute has been withdrawn, arbitrated, or the parties otherwise agree that the dispute has been resolved (whether or not they make a binding agreement about the terms of the resolution), then if another dispute arises about the same (or substantially the same) subject matter it is to be treated as a new dispute and the parties are to recommence discussions under clause 21.6 above before taking any further steps.

Part 4: Rosters and Arrangement of Hours

22. Rosters

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 22.1. The hours of work for full-time Employees and permanent part-time Employees will be displayed on a roster. The roster will be communicated to Employees at least 2 weeks before the start date of the roster via a staff notice board, intranet, electronically or by phone.
- 22.2. Whiddon is not required to display the hours of casual or fixed-term Employees on a roster, but may do so. For clarity, casual shifts displayed on the roster may be amended with 24 hours notice to the affected Employee.
- 22.3. Whiddon is not required to display Clinical Stream employees classified at Grade 8 or above on a roster, but may do so.
- 22.4. Subject to the consultation requirements under clause 20:
- a) a roster may be altered with 7 days notice to the Employee affected by the change; and
 - b) a roster may be altered at any time to enable services to continue to be offered to clients, for example, on account of Employee illness or in an emergency.

23. Hours of work

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 23.1. Where possible, provision will be made for a paid handover between Registered Nursing staff.
- 23.2. An Employee may work up to 11 hours in a shift.
- 23.3. An Employee is entitled to 4 days free from duty each fortnight. These are referred to as Rostered Days Off (RDOs).
- 23.4. An Employee is entitled to a minimum 8 hour break between shifts. For the purposes of Employee health and wellbeing, attempts should be made to increase the break between shifts where possible.

24. Minimum shift payments and recall provisions

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 24.1. Minimum shift payments:
- a) A full-time or part-time Employee engaged in a residential care setting is entitled to a minimum payment of four hours for each ordinary rostered shift worked.
 - b) By agreement prior to the rostering of a shift, a full-time or part-time Employee in a residential care setting may amend the minimum shift payment to a minimum payment of three hours for each ordinary rostered shift worked. An employee cannot be coerced into this arrangement.

- c) A casual Employee engaged in a residential care setting is entitled to a minimum payment of two hours for each shift worked.
- d) An Employee engaged in a community care setting is entitled to a minimum payment of one hour for each shift worked.

24.2. Recall provisions:

- a) A part-time or full-time Employee engaged in a residential care setting is entitled to a minimum payment of two hours on each occasion they are recalled to the workplace.
- b) The purpose of a recall shift is to enable services to be provided in circumstances where the need or timing of the service is not reasonably foreseeable. For example, to provide medication management services to a palliative care client.

25. Meal and tea breaks

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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25.1. Meal breaks

- a) An Employee is entitled to an unpaid meal break of between 30 and 60 minutes length after each 5 hours of work. A longer meal break may be taken with the agreement of Whiddon and the Employee.
- b) By agreement prior to the rostering of a shift, an Employee may request and be approved to work up to a maximum of 6 hours of work without a meal break. An employee cannot be coerced into this arrangement.
- c) Meal breaks do not count as time worked.
- d) Where an Employee is required by Whiddon to be available to attend to client services during their allocated meal break, the meal break will be paid and will count as time worked.

25.2. Tea breaks

- a) In addition to the unpaid meal break, an Employee is entitled to one paid tea break of 10 minutes length for a shift that is four hours or longer but less than 7.6 hours, and two paid tea breaks of 10 minutes length each for a shift that is 7.6 hours or longer.
- b) An Employee entitled to take two 10 minute tea breaks during a shift that is 7.6 hours or longer may take one 20 minute tea break with the agreement of, or at the direction of, Whiddon.

- 25.3. Whiddon may require an Employee to take a meal or tea break before the required length of time has been worked.

26. Reasonable additional hours

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 26.1. An Employee may be required to work reasonable additional hours, provided that a part-time Employee may be requested but not required by Whiddon to work hours in excess of their contracted number of fortnightly hours.
- 26.2. Wherever practicable, Whiddon will offer any available additional hours of work to part time employees. Where part time employee/s do not accept the hours within a reasonable time, Whiddon may engage casual employee/s to perform such hours.
- 26.3. An Employee may refuse to work additional hours where these hours may be considered "unreasonable". Consideration will be given to:
- a) any risk to Employee health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
 - b) the Employee's personal circumstances including any family responsibilities;
 - c) the notice (if any) given by Whiddon of the additional hours and by the Employee of his/her intention to refuse it;
 - d) whether the additional hours are on a public holiday;
 - e) the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours;
 - f) the usual patterns of work in the aged care industry;
 - g) the nature of the Employee's role and the Employee's level of responsibility;
 - h) the operational needs of Whiddon; and
 - i) any other relevant matter.

27. Attendance at Training and Meetings

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 27.1. As part of their duties, all Employees may be required to complete training relating to their work. Wherever reasonably practicable, Whiddon will offer and Employees will complete all mandatory training "in house", within ordinary rostered hours. Modules may be delivered face to face or via another delivery model, such as e-learning.
- 27.2. With prior agreement from the Employee, e-learning may also be completed at home or at another location external to an Employee's usual place of work.
- 27.3. Training and/or meetings may be made compulsory.
- 27.4. An Employee who is required to attend training and/or a meeting will be given a minimum of 7 days' notice.
- 27.5. Where an Employee undertakes compulsory training and/or a meeting during an ordinary rostered shift (including e-learning), Monday to Friday or weekend penalties will apply as per the Agreement.
- 27.6. Where an Employee attends compulsory training and/or a meeting outside of an ordinary rostered shift (including e-learning), training will be paid at ordinary pay.
- 27.7. Minimum shift lengths do not apply to training time outside of an ordinary rostered shift.

- 27.8. Time spent in training and/or a meeting outside or following an ordinary rostered shift will not count towards overtime hours.
- 27.9. This clause does not apply to meetings to address employee performance or disciplinary matters.
- 27.10. In the case of Employees who must be registered with AHPRA, it remains the responsibility of the Employee to ensure they complete all required CPD to maintain registration standards. However Whiddon commits to the CPD of employees where it is within the scope of the employee's role and is deemed to meet Whiddon's needs. Whiddon will assist to facilitate access to CPD opportunities by allowing flexibility of rostering and applications for leave. Where such CPD is reasonable, approval will be subject to the operational needs of the facility.

28. Workload Management

- 28.1. Whiddon acknowledges that management has a responsibility to maintain balanced workloads and recognises the adverse effects that excessive workloads may have on employee/s and the quality of resident care.
- 28.2. Whiddon is committed to ensuring that staffing levels are in keeping with accreditation principles which take into account the level of care appropriate for the assessed needs of the residents.
- 28.3. To ensure that employee concerns involving excessive workloads are effectively dealt with by management the following procedures should be applied:
- a) In the first instance, Employee/s should discuss this issue with their immediate team coordinator/supervisor/team leader and, where appropriate, explore solutions.
 - b) If a solution cannot be identified and implemented, a written submission can be made and the matter should be referred to an appropriate senior manager for further discussion.
 - c) If a solution still cannot be identified and implemented, the matter should be referred to the Director Care Services for further discussion.
 - d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing with reasons provided and fed back to the affected Employee/s
- 28.4. Workload management must be an agenda item at staff meetings on at least a quarterly 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 the workload issue/s. Assessment of the workload issue/s may include the following:
- a) Clinical assessment of residents' needs;
 - b) The demand of the environment such as facility layout and occupancy;
 - c) Statutory obligations (including, but not limited to, workplace health and safety legislation);
 - d) The requirements of nurse regulatory legislation;
 - e) Reasonable workloads;
 - f) Accreditation standards;

- g) Replacement of employees on leave; and
- h) Budgetary considerations.

28.5. Clause 21 above (Resolving workplace disputes) applies to disputes about workloads.

Part 5: Wages and Benefits

29. Rates of Pay

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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29.1. Refer to Schedule A: Rates of Pay.

29.2. The Agreement does not prevent Whiddon and an individual Employee negotiating a rate of pay higher than the rate provided by the Agreement. Any such negotiated rate must be agreed or confirmed by Whiddon in writing.

29.3. All loadings and penalties provided by this Agreement are calculated on ordinary pay.

30. Pay Progression for Registered Nurses

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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30.1. Transitional arrangements

- a) Employees engaged as Registered Nurses Grade 6 who are employed by Whiddon prior to the commencement date of this Agreement will be classified as Grade 6 – RN Thereafter.
- b) Employees engaged as Registered Nurses Grade 5 who are employed by Whiddon prior to the commencement date of this Agreement will be classified as Grade 6 – RN Thereafter after the completion of 1976 hours as a Registered Nurse or Enrolled Nurse and provide Whiddon evidence of such in writing.

30.2. Progression for RNs

- a) Employees who commence employment with Whiddon on or after the commencement date of this Agreement will be classified as follows:
 - i. Employees engaged as Registered Nurses with less than 1976 hours of AHPRA-recognised hours of practice as a Registered Nurse or Enrolled Nurse will be classified as Grade 5 – RN (less than 1976 hours).
 - ii. Employees engaged as Registered Nurses with more than 1976 hours of AHPRA-recognised hours of practice as a Registered Nurse will be classified as Grade 6, at the pay point corresponding to the number of full time equivalent years of experience as a Registered Nurse. For clarity, Registered Nurses with one full time equivalent year of experience as a Registered Nurse will be classified as Grade 6 – RN Year 1, and Registered Nurses with five full time

equivalent years of experience or more will be classified as Grade 6 – RN Thereafter.

- iii. Employees will progress to the next pay point within Grade 6, up to and including Grade 6 – RN Thereafter, upon the successful completion of 1976 AHPRA-recognised hours as a Registered Nurse with Whiddon, and the satisfactory assessment of their performance by Whiddon.
- b) The Grade 6 – Senior RN role is a level attained by RNs in recognition of experience and performance, where the criteria contained in this clause is met. The Senior RN role requires an ongoing standard of performance and where this is not met, Whiddon will remove the employee's classification as Grade 6 – Senior RN and reduce the employee's pay.
- c) Employees engaged as Registered Nurses may apply in writing to Whiddon to be classified as a Grade 6 – Senior RN, and will progress to Grade 6 - Senior RN, if they meet all of the following requirements:
 - i. at least 6 full time equivalent years of AHPRA-recognised hours of practice as a Registered Nurse;
 - ii. at least 18 months' continuous service with Whiddon; and
 - iii. attainment of a satisfactory assessment of their performance by Whiddon in their most recent performance review.
- d) For the purpose of this clause, Whiddon will endeavor to undertake quarterly performance discussions and an annual performance review with employees classified as Grade 6 – Senior RN.
- e) Employees employed in a Clinical Stream Grade 6 RN up to and including the Grade 6 – RN Thereafter classification may receive a performance review in a period of less than 12 months on request.
- f) Employees classified as Grade 6 – Senior RN must maintain a satisfactory assessment of their performance by Whiddon in all subsequent annual performance reviews.

30.3. Review of outcome of performance review

- a) A Registered Nurse who has participated in a performance review under this clause may request a review of the outcome of the performance review.
- b) Where a Grade 6 – Senior RN does not achieve a satisfactory assessment of their annual performance review by Whiddon, a review of the outcome of the performance review will be conducted will be undertaken by the People and Culture team (or Corporate Human Resources Team however so defined)..
- c) Such review will ensure procedural fairness and will include writing to the affected Employee, and their representatives (if any and known) to inform them of the following elements of the review, being that the Employee:
 - i. has the opportunity to provide any information they consider relevant to be considered in a review of the outcome of their performance review;
 - ii. may be represented, supported or otherwise assisted, including by the NSW Nurses and Midwives' Association and/or Australian Nursing and Midwifery Federation New South Wales Branch;

- iii. may request additional information from Whiddon to assist in the preparation of their responses;
 - iv. any response to a request for further information from the Employee may be provided in writing or verbally; and
 - v. the outcome of the review, including the reasons for the outcome of the review, will be provided to the Employee (and their representatives, if any).
- d) If after the review, the Employee is found to not have achieved a satisfactory assessment in their performance review, they will be subsequently classified as Grade 6 – RN Thereafter. This will result in the employee's pay being reduced to the Grade 6 – RN Thereafter rate. In applying this change to the Employee's classification and pay, the Employee will be provided with a minimum of four weeks' notice.
- e) Upon achieving satisfactory assessment of their performance in a subsequent performance review, the Employee may apply under clause 30.4 to become a Grade 6 – Senior RN.
- 30.4. For the purposes of this clause: 'satisfactory assessment of performance' means the attainment of Whiddon's 'proficient' performance standard or higher, however named from time to time.
- 30.5. For the purposes of clarity, Clause 21 above (Resolving workplace disputes) applies to disputes about pay progression for Registered Nurses.

31. Payment of wages

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 31.1. Wages will be paid fortnightly, by electronic transfer.
- 31.2. Any wages and entitlements owing to the Employee on termination will be paid upon termination, being within 7 working days.

32. Overpayments and Underpayments

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 32.1. For clarity, this clause applies subject to the Act.
- 32.2. Where an Employee has received a payment in excess of their entitlement under this Agreement, Whiddon is entitled to recover the overpayment.
- 32.3. Whiddon will notify the Employee in writing of the details of the overpayment including the amount, the pay period, and how the monies will be recovered. Where an Employee is concerned that the proposed repayment plan would create financial hardship, they should notify their manager in writing as soon as possible detailing the nature of the financial hardship. Whiddon may require evidence to support the claim of financial hardship.
- 32.4. Whiddon may withhold and offset any amount owed by the Employee from any amounts owing to the Employee on termination.

- 32.5. Where there is an underpayment, Whiddon will endeavour to rectify the error as soon as practicable and within 1 week after the error has been confirmed. If this cannot occur, or has not occurred, Whiddon will notify the Employee of the processes being undertaken to remedy the error and the expected timeframe for this to occur. If an Employee believes and notifies Whiddon that a delay in processing the error will cause them financial hardship, Whiddon will take reasonable steps to accelerate processing of the payment.

33. Casual Loading

This clause applies to:	<input type="checkbox"/> Full-time	<input type="checkbox"/> Part-time	<input checked="" type="checkbox"/> Casual	<input type="checkbox"/> Fixed Term
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- 33.1. A casual employee is entitled to a casual loading. The casual loading will be 25%.
- 33.2. This loading is not payable in respect of any hours worked for which the Employee is entitled to receive a higher weekend penalty, public holiday loading or overtime loading.

34. Superannuation

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 34.1. Superannuation contributions will be made in accordance with Superannuation Guarantee legislation.
- 34.2. If an Employee does not nominate an eligible superannuation fund, Whiddon will make contributions to Whiddon's default fund, HESTA.

35. Salary Sacrifice

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input type="checkbox"/> Fixed Term
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- 35.1. Whiddon supports Employees who would like to make a voluntary contribution to their superannuation fund (salary sacrifice).
- 35.2. An Employee should make a written request to Whiddon detailing the amount they wish to salary sacrifice.
- 35.3. This benefit will be offered while the relevant legislation allows, in accordance with the requirements of that legislation.

36. Remuneration Packaging (FBT)

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 36.1. Whiddon and an Employee may agree to enter into a remuneration packaging agreement which will be made in accordance with the relevant legislation.
- 36.2. The Employee is entitled to receive the fullest benefit under the remuneration packaging system consistent with taxation requirements.
- 36.3. The agreement must be in writing.
- 36.4. Each Employee is encouraged to seek independent financial and legal advice before entering into a remuneration packaging agreement.
- 36.5. A remuneration packaging agreement may be terminated:
- a) by Whiddon if Whiddon ceases to be exempt from the payment of Fringe Benefits Tax or;
 - b) by Whiddon if the structure of Fringe Benefits Tax changes or the extent of available concessions changes; or

c) by either Whiddon or the Employee with 4 weeks' written notice.

36.6. A remuneration packaging agreement may be suspended if the Employee does not comply with documentation requirements. Whiddon will notify the Employee of the suspension in writing. If the Employee does not comply within 14 days the remuneration packaging agreement may be terminated by Whiddon without further notice.

36.7. The remuneration packaging agreement will cease to apply from the date of termination. Any benefits not paid will be treated as salary.

37. Overtime

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term
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37.1. Employees, from time to time, may be required by Whiddon to work reasonable additional hours in accordance with clause 26 Reasonable Additional Hours.

37.2. Overtime is only payable where it is authorised by an appropriate person in accordance with Whiddon's policies and procedures.

37.3. An Employee, other than a casual Employee, may be entitled to overtime where the Employee:

- a) works more than 11 consecutive hours in a shift (excluding meal breaks); or
- b) works a broken shift where the span between the start and finish times of the shift exceeds 12 hours; or
- c) does not receive an 8 hour break between two shifts (except in the case of broken shifts); or
- d) is not an ADO Employee and works more than 76 hours in a fortnight; or
- e) is an ADO Employee and works more than 80 hours in a fortnight; or
- f) does not receive 4 days free from duty per fortnight (RDOs), or
- g) is recalled to work.

37.4. Overtime is not payable because an Employee has worked more hours than they are usually rostered to work, or more hours than their guaranteed hours, unless the hours worked create an entitlement to overtime as specified above.

37.5. A casual Employee is entitled to overtime only where they work more than 76 hours in a fortnight.

37.6. Overtime loadings

- a) An overtime loading is paid instead of, not in addition to, Monday to Friday penalties, weekend shift penalties, public holiday loading and casual loading.
- b) In addition to ordinary pay, the following overtime loadings will apply to hours worked:

Overtime worked	Loading
On Sunday	100% loading
On a public holiday	150% loading

Beyond 12 hours on a broken shift	100% loading
At other times – first 2 hours	50% loading
At other times – after 2 hours	100% loading

38. Shift penalties

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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38.1. Monday to Friday penalty rates

- a) Penalties do not apply where the start and finish times of the Employee's shift both fall between 6.00am and 6.00pm, Monday to Friday, inclusive. This is called the daily span of hours.
- b) In addition to ordinary pay, the following penalty rates will apply to hours worked on shifts starting:

Shift start time	Penalty
Before 1300 hours	No penalty
Between 1300 and 1559 hours inclusive	12.5% penalty
Between 1600 and 0559 hours inclusive	15% penalty

38.2. Weekend penalty rates

- a) In addition to ordinary pay, the following penalty rates will apply for all hours worked between the following times:

Hours worked	Penalty
Between 0000 and 2359 hours inclusive on Saturday	50% penalty
Between 0000 and 2359 hours inclusive on Sunday	75% penalty

39. Allowances

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time (pro-rata)	<input checked="" type="checkbox"/> Casual (pro-rata)	<input checked="" type="checkbox"/> Fixed Term (pro-rata)
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39.1. Refer to Schedule B: Allowances.

39.2. On Call Out of Hours Allowance

- a) An Employee classified at Grade 5, 6 or 7 employee in the Clinical Stream, or an employee in the Hospitality Stream or an employee in the Community Care Coordination Stream, who is required by Whiddon to be on call out of hours, will be entitled to receive the On Call Allowance in Schedule B: Allowances.
- b) An Employee classified at Grade 5, 6 or 7 employee in the Clinical Stream will only be required to be on call out of hours where a Director Care Services, Deputy Director Care Services or Assistant Director Care Services is not available.

39.3. In Charge Allowance

- a) An Employee classified at Grade 5, 6 or 7 employee in the Clinical Stream, who is required by Whiddon to be in charge of a facility, will be entitled to receive the In Charge Allowance in Schedule B: Allowances.

- b) An Employee will only be required to be In Charge where a Director Care Services, Deputy Director Care Services or Assistant Director Care Services is not in the facility. The allowance does not apply at Easton Park where 24 hour Assistant Director Care Service coverage applies.
- c) The allowance will be payable:

Day worked	Hours worked on designated In Charge shift
Monday to Friday	Between 1630 and 0659 hours inclusive
Saturday and Sunday	All hours

39.4. Vehicle Allowance

- a) Where an Employee is required to use their own vehicle to carry out duties as directed by Whiddon, the Employee will be entitled to receive the Vehicle Allowance in Schedule B: Allowances.
- b) The Employee will be required to keep a vehicle log book, or other acceptable record of kilometers travelled, that includes the start and finish kilometers and location for each journey, to support their claim.

39.5. When an Employee is attending compulsory training or a compulsory meeting at a location other than their usual place of work, the Employee is entitled to receive the travel allowance when the distance traveled is greater than the distance they would ordinarily travel to or from their home and their ordinary place of work.

40. Higher Grade Duties

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 40.1. An Employee required by Whiddon to act in a position at a higher grade for a complete shift will be entitled to be paid for the shift at the applicable rate of pay in Schedule A: Rates of Pay.
- 40.2. In the case of an emergency, a manager may approve higher grade duties for a period less than a full shift. For example, due to illness or unforeseen circumstances.

41. Fares

- 41.1. Where an Employee is required by Whiddon to travel during the course of their employment, Whiddon will arrange for the pre-payment of fares.
- 41.2. Where Whiddon cannot reasonably arrange for the pre-payment of fares, Whiddon will reimburse the Employee for the cost of their fares.
- 41.3. The Employee may be required by Whiddon to provide evidence of fares incurred.

Part 5A: Community Care

42. Community Care - Client Cancellations

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 42.1. This clause only applies to community care shifts and does not apply to shifts worked in residential care.
- 42.2. If an Employee is notified of a client cancellation by 1700 hours the day before the rostered service is to take place then no payment will be made to the Employee in respect of that client.
- 42.3. If an Employee is notified of a client cancellation after 1700 hours the day before the rostered service is to take place, or the Employee arrives at the client's home and the client is not there, the Employee will be entitled to payment for the time they are reasonably required to spend and do spend at the client's home, subject to the minimum engagement provision in clause 24.1.d) above.
- 42.4. If the Employee's contracted hours have not been met due to the cancellation, the Employee will be rostered to perform the cancelled hours of work within the next 14 days. These hours may be rostered with another client in a community care setting, or in a residential care facility operated by Whiddon.
- 42.5. If the Employee's contracted hours have not been met due to the cancellation, and Whiddon is unable to roster the cancelled hours for the Employee within 14 days, the Employee will receive make-up pay to their minimum contracted hours.

43. Community Care – Overnight Care

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 43.1. This clause only applies to community care shifts and does not apply to shifts worked in residential care.
- 43.2. An Employee who is required to work an overnight care shift is entitled to the allowance set out in Schedule B: Allowances. For casual employees, the allowance is paid in lieu of and not in addition to their casual loading.
- 43.3. An overnight care shift requires an Employee to be available for duty in a client's home overnight.
- 43.4. An Employee would normally have the opportunity to sleep during an overnight care shift. Where possible a private room and bed should be provided.
- 43.5. The maximum length of an overnight care shift will be 10 hours. The span may be extended to a maximum of 12 hours by agreement between Whiddon and Employee.
- 43.6. During this period the Employee may be required to provide a maximum of 3 hours of services to the client.
- 43.7. If the Employee arrives at the client's home, and believes that more than 3 hours of services may need to be provided during the shift, the Employee will immediately advise the Community Coordinator. If the Community Coordinator obtains the permission of the client to perform the additional services the Employee will be paid at the applicable rate

of pay taking into account the hours the Employee has worked, and the shift penalty and overtime provisions in this Agreement.

- 43.8. If the employee is required to work more than 3 hours during the course of an overnight care shift and the employee could not reasonably have assessed that the client would need additional care at the start of the shift, the Employee will be paid at the applicable rate of pay taking into account the hours the Employee has worked, and the shift penalty and overtime provisions in this Agreement.
- 43.9. An overnight care shift may be worked between the hours of 1930 and 0830 hours.
- 43.10. There is nothing in this clause that would prevent an Employee from working a shift either immediately prior, or immediately following, an overnight care shift.

44. Community Care – 24 Hour Shift

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 44.1. This clause only applies to community care shifts and does not apply to shifts worked in residential care.
- 44.2. An Employee who is required to work a 24 hour shift is entitled to the rate of pay set out in Schedule A: Rates of Pay. This rate takes into account all incidents of employment inherent in the work and conditions of an Employee working a 24 Hour Shift, including, but not limited to, the requirement to reside at a client's home and to be available to perform work at all times of the day as the client's needs require.
- 44.3. The following clauses will not apply to an Employee working a 24 Hour Shift:
- a) Clause 23 - Hours of work
 - b) Clause 33 - Casual Loading
 - c) Clause 37 - Overtime
 - d) Clause 38 - Shift penalties
 - e) Clause 39 - Allowances
 - f) Clause 47 - Public Holidays
- 44.4. A 24 hour shift requires an Employee to be available for duty in a client's home for a 24 hour period. During this period the Employee is required to provide the client with the services specified in the care plan.
- 44.5. An Employee would normally have the opportunity to sleep during a 24 hour care shift. Where possible, a private room and bed should be provided.
- 44.6. The minimum payment for work performed under this subclause is one day.

45. Broken Shifts

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 45.1. A broken shift means a single shift worked by an Employee that includes an unpaid break other than an unpaid meal break.

- 45.2. The period between the start and finish times of the broken shift must not be more than 12 hours, unless an overtime loading is paid for time worked after 12 hours.
- 45.3. Both Whiddon and the Employee must agree to enter into an arrangement for the Employee to work broken shifts.
- 45.4. The Employee is entitled to receive any shift penalties that would apply to the shift if it stood alone.
- 45.5. Broken shifts may also apply where staff work across both community care and residential care settings

46. Allowances

- 46.1. The vehicle allowance specified in clause 39.4 applies to an Employee working a community care shift when:
 - a) the Employee is required by Whiddon to travel to or from the Community Care Office or a residential aged care facility operated by Whiddon, and the home of a client; or
 - b) the Employee travels between the homes of clients.
- 46.2. Mobile phone allowance
 - a) Where an Employee is required to use their own mobile phone for community care shifts they will be entitled to the Mobile Phone Allowance in Schedule B: Allowances.

Part 6: Leave

47. Public Holidays

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term
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- 47.1. As a provider of aged care services, Whiddon is required to provide services to clients on a continual basis, 24 hours per day, 7 days per week. This means that an Employee may be required by Whiddon to work on a public holiday.
- 47.2. An Employee may request not to work on a public holiday if they have a valid reason. Subject to the Act, reasonable notice must be provided. Refer to the Reasonable Additional Hours clause for guidance. The Employee may be required to provide evidence to support the valid reason. If the employee does not work, and does not provide reasonable notice and a valid reason their behaviour may be managed according to Whiddon's policies and procedures.
- 47.3. If an Employee, other than a casual employee, does not work on a public holiday, and they would usually be rostered to work on that day, they are entitled to be paid ordinary pay for the day.
- 47.4. Where a public holiday occurs within a period of an Employee's annual leave, the Employee is taken not to be on annual leave on that public holiday.
- 47.5. The following days are specified as public holidays:
- a) New Year's Day
 - b) Australia Day
 - c) Good Friday
 - d) Easter Saturday
 - e) Easter Sunday
 - f) Easter Monday
 - g) Anzac Day
 - h) Queens Birthday
 - i) Labour Day
 - j) Christmas Day
 - k) Boxing Day.
- 47.6. Frank Whiddon Day
- a) Frank Whiddon Day is an additional public holiday that is recognised in lieu of any regional public holiday that is not gazetted as a State-wide public holiday. For clarity, where an additional public holiday is gazetted for a particular region only, the public holiday penalties and arrangements in this Agreement will not apply to that regional holiday, but Employees in that region (and all other Employees) will have the benefit of Frank Whiddon Day instead.

- b) Whiddon will nominate a day by 30 March each year to be recognised as Frank Whiddon Day. This day will not fall on a Saturday, Sunday, or another day already gazetted as a State-wide public holiday.

47.7. Additional gazetted public holidays

- a) Where a State-wide public holiday is gazetted by a State or Federal government that is not listed in clause 47.5, the benefits of this clause will apply as if the public holiday was listed in clause 47.5.
- b) This clause does not apply to a day that is gazetted as a public holiday in lieu of a public holiday listed in 47.5.

47.8. Christmas Day

- a) In the event that 25 December falls on a Saturday or Sunday, the following provisions will apply:
 - i. the public holiday loading as provided in clause 47.9 applies to the 25 December, regardless of any day gazetted in lieu of the public holiday.
 - ii. The entitlement to a public holiday not worked provided in clause 47.3 applies to the day gazetted as the public holiday in lieu of Christmas Day.
- b) The purpose of these provisions is to ensure that Employees who forfeit a portion of their Christmas Day to provide services to clients are appropriately compensated.

47.9. Public holiday loading

- a) The following loading is payable for all time worked on a public holiday in addition to ordinary pay:

Hours worked on public holiday	Loading
Between 0000 and 2359 hours inclusive	150% loading

- b) The public holiday loading is paid instead of penalties or loadings, including but not limited to, the casual loading where applicable.

47.10. Public Holiday Worked Leave (PHWL)

- a) An Employee, other than a casual employee, may elect to accrue public holiday worked leave (PHWL).
- b) Where the Employee elects to accrue PHWL, they will receive the following:

Hours worked on public holiday	Loading + Leave
Between 0000 and 2359 hours inclusive	50% loading + accrual of equivalent ordinary hours worked to PHWL

- c) The Employee must make a written request to accrue PHWL. This request will continue until an Employee notifies Whiddon in writing that they would like to change their request.

- d) An Employee can only change their request once in each financial year (1 July to 30 June).
- e) Where no written election exists, the 150% public holiday loading will automatically apply.
- f) Where an Employee works overtime on a public holiday, the public holiday overtime loading will automatically apply and no PHWL will accrue.
- g) Any Employee with PHWL that has accrued and has not been taken will be paid out the leave on the first full pay period on or after 1 August each year at the Employee's ordinary rate of pay.

48. Annual Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 48.1. An Employee is entitled to 5 weeks of annual leave (a maximum of 190 hours) for each completed year of service, accrued progressively during each year in accordance with the Employee's ordinary hours of work.
- 48.2. Subject to the Act a part-time Employee who takes their annual leave as leave is entitled to be paid on the basis of the average hours the Employee worked over the previous 12 months.
- 48.3. An Employee must comply with Whiddon's policies on applying for annual leave. Whiddon aspires to process each request for annual leave and, if leave is not approved for the time requested, consult with the affected Employee about an alternative time to take leave, within 4 weeks of receiving the application.
- 48.4. Annual leave will be paid on a fortnightly basis.
- 48.5. Annual leave that is taken as paid leave counts as continuous service for all purposes.
- 48.6. It is important that all Employees take annual leave on a regular basis to ensure they are sufficiently rested and have the opportunity to balance work, family and recreational interests. Whiddon may direct an Employee to take annual leave provided they have at least 4 weeks of leave remaining. Prior to directing an Employee to take leave, Whiddon will provide written notice to the Employee providing two weeks' notice requesting the Employee to identify a date to commence leave. If the Employee fails to identify a commencement date within 3 months to take leave, Whiddon may direct the Employee to take leave by providing 4 weeks' notice in writing.
- 48.7. Cashing out annual leave
 - a) An Employee may apply to Whiddon to cash out annual leave on the following basis:
 - i. the Employee must have at least 4 weeks of leave remaining after the leave is cashed out, and
 - ii. the Employee must have taken as leave at least 2 weeks of annual leave and/or additional annual leave, and/or long service leave in the last 12 months, and
 - iii. leave may be cashed out on one occasion each financial year (1 July to 30 June).

- iv. for the purposes of this clause, the meaning of "week" for a part-time Employee refers to the average hours worked over the previous 12 months.
- b) Approval of the request to cash out leave is at the discretion of Whiddon.
- c) If approved, payment will be made within 14 days of receiving the written request.

48.8. Annual Leave Loading

- a) When an Employee takes annual leave they are entitled to leave loading for the first 4 weeks of leave accrued in each year of service at one of the rates below (whichever is the greater):
 - i. 17.5% , or
 - ii. the payment of applicable shift and weekend penalties.

When calculating the greater of these payments, the entire period of leave will be looked at.

48.9. Unused accrued annual leave and leave loading will be paid out at ordinary pay on termination.

48.10. Whiddon may require Corporate Office staff to take accrued annual leave during a holiday or shut down period Whiddon designates (eg, Christmas – New Year) that does not exceed 1 week, provided that:

- a) Whiddon provides at 4 weeks' notice in writing;
- b) an employee who has accrued sufficient leave to cover the period of the close-down will be paid that leave in accordance with this Agreement;
- c) an employee who has not accrued sufficient paid annual leave to cover part or all of the close-down, will be allowed unpaid leave for the remainder of the close-down, provided that, if requested by an employee who would otherwise suffer genuine hardship, Whiddon will attempt to find alternative paid duties for the employee to perform instead of taking unpaid leave;
- d) any leave taken by the employee as a result of a close-down counts as service with Whiddon; and
- e) Whiddon may only close down the enterprise or part of it for one period a year.

49. Long Service Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (pro-rata)	<input checked="" type="checkbox"/> Fixed (subject to term/prior service)
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49.1. Other than as specified below, Long Service Leave will be dealt with in accordance with the *Long Service Leave Act 1955* (NSW) ("LSL Act") as amended or replaced from time to time

49.2. An Employee is entitled to take long service leave after the completion of each 5 years of continuous service.

49.3. An Employee will accrue long service leave on the following basis:

Length of service	Accrual
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First 10 years of service	4.33 weeks for each 5 years of service
After 10 years of service:	
- for Employees who commenced continuous service before 1 October 2014	8.66 weeks for each 5 years of service
- for Employees who commence/d continuous service on or after 1 October 2014	4.33 weeks for each 5 years of service

- 49.4. Subject to applicable legislation, a permanent part-time Employee who takes their long service leave as leave is entitled to be paid on the basis of the average hours the Employee worked over the previous 12 months.
- 49.5. An Employee must comply with Whiddon's policies on applying for long service leave.
- 49.6. Long service leave may only be taken in a continuous period of 2 weeks or other periods as agreed to by Whiddon and in accordance with the LSL Act. . Subject to the LSL Act, an executive manager may approve long service leave to be taken in a shorter period/s.
- 49.7. Long service leave will be paid on a fortnightly basis.
- 49.8. Long service leave counts as service for all purposes.
- 49.9. Once 10 years of service has been reached, long service leave should be taken within 12 months of the Employee reaching 10 years of continuous service. Whiddon may provide written notice to the Employee providing two weeks' notice requesting the Employee to identify a date to commence leave to Whiddon's satisfaction. If the Employee fails to identify a commencement date within 3 months to take a substantial component of the leave, Whiddon will discuss this with the Employee and may direct the Employee to take leave by providing 4 weeks' notice in writing.
- 49.10. Long service leave will be paid at ordinary pay.
- 49.11. Accrued and untaken long service leave will be paid out at ordinary pay on termination.

50. Paid Personal Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time (Pro-rata)	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term (Pro-rata)
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- 50.1. Personal leave includes:
- a) Sick leave for use when the Employee is not fit for work because of a personal illness or injury, and
 - b) Carer's leave to provide care and support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care and support because of:
 - i. a personal illness or injury affecting the family/household member, or
 - ii. there is an unexpected emergency affecting the family/household member.

- c) Grandparent's leave as provided by this clause.
- 50.2. For the purpose of this clause **immediate family** includes a spouse (married, de facto, same sex partner) or former spouse, child (including an adopted child, stepchild, ex-nuptial child and adult child), parent, grandparent or sibling. The Employee can also use their personal leave to care for the immediate family members outlined of their spouse (married, de facto or same sex partner). Where the Act provides a broader definition of immediate family for the purposes of personal leave, any additional relationship will also apply to this definition.
- 50.3. An Employee is entitled to 10 days (a maximum of 76 hours) of personal leave for each completed year of service. Unused personal leave carries forward each year and does not expire.
- 50.4. Paid personal leave counts as service for all purposes.
- 50.5. Personal leave will be paid at ordinary pay.
- 50.6. An Employee is not entitled to paid personal leave for any period where they are entitled to receive workers compensation payments.
- 50.7. Subject to the Act, an Employee is required to provide a reasonable period of notice of their absence before their shift is due to start. Where this is not possible for reasons outside the Employee's control, the Employee is required to notify Whiddon of the absence at the first opportunity.
- 50.8. Grandparent's Leave
- a) In addition to any Personal leave that an Employee is entitled to take to care for a grandchild in accordance with clause 50.1.b), an Employee may use up to 5 days (a maximum of 38 hours) of accrued paid personal leave as Grandparent's Leave each year.
 - b) Whiddon may agree to extend this period at their discretion. For example, an Employee may have more than one grandchild born in a calendar year, or the grandchild's parent may be seriously ill, and the grandparent is required to help with the care and support of their grandchild.
 - c) Grandparent's leave may be taken:
 - i. As one continuous period of up to 5 days within 6 weeks of the Employee's grandchild being born; or
 - ii. As up to 5 single days to provide care or support to their grandchild when the grandchild is ill or injured and requires care.
 - d) Where the Employee wishes to take Grandparent's Leave in a continuous period within 6 weeks of the birth of a child, they should provide Whiddon with at least 6 weeks notice before the expected date of delivery of their intention to take leave.
- 50.9. An Employee may be required to provide documentation to support any period of personal leave. Depending on the type of personal leave, this documentation could include:
- a) A medical certificate;

- b) In the case of Carer's leave or Grandparent's leave, written information from the Employee including:
 - i. the name of the person they need to provide care and support to,
 - ii. their relationship to that person,
 - iii. the expected length of the leave, and
 - iv. the nature of the illness or injury.
- c) A statutory declaration. This will only be accepted where it is not reasonable to expect an Employee to obtain a medical certificate.

50.10. Documentation is required where:

- a) an Employee is absent for two days or more;
- b) an Employee is absent either the day before, the day of, or the day after, a public holiday;
- c) an Employee is absent either the day before, or the day after, a period of approved paid or unpaid leave;
- d) the Employee has taken unpaid personal leave;
- e) the Employee has been counselled or received a warning regarding personal leave, and is absent from work on personal leave (including single day absences);
- f) Whiddon is reasonably concerned that the absence may result in a workers compensation claim being made; or
- g) Whiddon is reasonably concerned that the absence is in conjunction with reasonable management action being taken toward the Employee; or
- h) any other circumstance where Whiddon feels it is appropriate for the Employee to provide documentation, including where Whiddon has notified that it is a requirement to do so as a reasonable and lawful direction.

50.11. Personal leave will not be cashed out.

50.12. Personal leave is not payable on termination.

51. Unpaid Carer's Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 51.1. An Employee is entitled to 2 days of unpaid carer's leave for each occasion where a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
- a) a personal illness or injury affecting the member; or
 - b) an unexpected emergency affecting the member.

- 51.2. Unpaid carer's leave may be taken as a single continuous period of up to 2 days, or in separate periods where Whiddon and Employee agree.
- 51.3. An Employee is not entitled to take unpaid carer's leave if they have paid personal leave available.
- 51.4. The documentation requirements for Paid Personal Leave apply.

52. Compassionate Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term
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- 52.1. An Employee, other than a casual Employee, is entitled to 4 days of paid compassionate leave on each occasion where a member of the Employee's immediate family or household:
- a) dies; or
 - b) contracts a personal illness that poses a serious threat to his or her life; or
 - c) sustains a personal injury that poses a serious threat to his or her life.
- 52.2. A casual Employee is entitled to 4 days of unpaid compassionate leave in the circumstances set out in clause 52.1.
- 52.3. Compassionate leave may be taken as:
- a) a single period, or
 - b) in separate periods as agreed between Whiddon and the Employee.
- 52.4. Paid compassionate leave counts as service for all purposes and does not break continuity of service.
- 52.5. Paid compassionate leave will be paid at ordinary pay.
- 52.6. Whiddon may, but need not, request evidence to substantiate the reason for compassionate leave, consistent with the NES and the Carer's Leave evidence requirements above.

53. Leave without pay

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- a) There is no automatic entitlement to leave without pay.
- b) An employee must have at least 12 months of continuous service with Whiddon on the day the proposed leave without pay period is due to start to be eligible for leave without pay.
- c) An Employee must apply to an executive manager in writing outlining the reasons for their request, and the period of proposed leave.
- d) Leave without pay may only be approved by an executive manager.
- e) Leave without pay does not count as service for any purpose.

- f) This clause does not apply to unpaid Personal Leave or Carer's Leave.

54. Jury Service Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 54.1. An Employee who is required to attend jury service on a day they would ordinarily be rostered to work is entitled to paid jury service leave, up to a maximum of 10 days per year.
- 54.2. Jury service leave will be paid at ordinary pay where:
- a) the Employee provides evidence that they were summonsed to attend jury service; and
 - b) the Employee provides evidence of any amounts paid by the Office of the Sheriff (or equivalent government department). Where the Employee has received payment they will be entitled to receive make-up pay to the level of the ordinary pay they would have been entitled to had they worked that day.
 - c) The Employee must notify Whiddon as soon as practical after they become aware that:
 - i. they are in the jury service pool; and
 - ii. they are required to attend jury service on a particular day.

55. Community Service Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term
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- 55.1. Whiddon acknowledges that an Employee who contributes to their community in a voluntary capacity provides a valuable service to their community.
- 55.2. A recognised emergency management body is:
- a) a body, or part of a body, that has a role or function under a plan that:
 - i. is for coping with emergencies and/or disasters; and
 - ii. is prepared by the Commonwealth, a State or a Territory; or
 - b) a fire-fighting, civil defence or rescue body, or part of such a body; or
 - c) any other body, or part of a body, a substantial purpose of which involves, in the case of an emergency or natural disaster:
 - i. securing the safety of persons or animals; or
 - ii. protecting property; or
 - iii. otherwise responding.
- 55.3. An Employee, other than a casual Employee, is entitled to up to 3 days of paid leave at ordinary pay each financial year (from 1 July to 30 June) where the Employee:

- a) engages in a voluntary emergency management activity that involves dealing with an emergency or natural disaster; and
- b) the Employee engages in the activity on a voluntary basis; and
- c) the Employee is a member of, or has a member like association with, a recognised emergency management body; and
- d) either:
 - i. the Employee was requested by or on behalf of the body to engage in the activity; or
 - ii. no such request was made but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.

55.4. Paid leave may be taken as:

- a) one continuous period of 3 days;
- b) in separate periods as agreed between Whiddon and the Employee.

55.5. Community Service leave may also be used by Employees participating in the Whiddon Group's Community Volunteer Scheme, as authorised by Whiddon.

55.6. An Employee will be entitled to unpaid leave when their paid entitlement is exhausted. An Employee may apply to access other paid leave entitlements to cover the period of unpaid leave.

55.7. The Employee is required to provide Whiddon with as much notice as possible of the absence (which may be after the absence has started) and the expected length of the absence.

56. Parental Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term (Limited)
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56.1. Whiddon recognises that families come in different shapes and sizes, and does not discriminate or form judgment. Whiddon's employer funded payments as set out below are accessible whether an Employee gives birth to a child, adopts a child, or is a non-legal parent such as through surrogacy arrangements, or in other ways where they are not the biological and/or legal parent of the child.

56.2. Unpaid parental leave is available to Employees in accordance with and subject to the NES.

56.3. An Employee may be eligible to receive payments for part or all of their parental leave period, pursuant to a government funded paid parental leave scheme. This clause does not affect or deal with those payments, which do not form part of this Agreement.

56.4. Subject to this clause 56 (Parental Leave), whether or not an Employee is eligible to receive payments under a government funded scheme, Whiddon will provide employer funded parental leave payments to Employees, provided they are eligible to take parental leave in accordance with the NES.

- 56.5. In order to be eligible for Whiddon's paid parental leave scheme as provided for in this clause 56.6, an Employee must have at least 12 months of continuous service with Whiddon on the day the proposed leave without pay period is due to start.
- 56.6. The amount of Whiddon's employer funded payments will be:

Situation	Amount payable when leave is taken
If the Employee will be the child's primary care giver during the leave period	12 weeks of ordinary pay, payable during the leave period (at half or full pay)
If the Employee will not be the child's primary care giver and/or is taking concurrent leave under the NES	4 weeks of ordinary pay, payable during the leave period (at half or full pay)

- 56.7. The maximum payment to any Employee under this clause will be 12 weeks in total.
- 56.8. Superannuation will also be applied to the payments made to Employees under this clause.
- 56.9. Because the various provisions under the NES, the Government's funded payment scheme and this Agreement are inter-related, complex and (in the case of the Government scheme) subject to change:
- a) Following approval of this Agreement, Whiddon will update its Employee Parental Leave Policy to incorporate and align with the provisions in this clause and to provide further detail about the NES entitlements and processes in a streamlined way;
 - b) For clarity, the policy may also set out other matters (eg, further information about how parental leave entitlements relate to eligibility under the Government scheme from time to time) but the provisions of this clause and the NES take precedence to the extent of any inconsistency.

57. Adoption Leave

- 57.1. This clause applies to an employee who is entitled to adoption-related leave under the Fair Work Act 2009 (Cth).

57.2. Pre-adoption Leave

- (a) An employee, other than a casual, who is entitled to unpaid pre-adoption leave under the Fair Work Act 2009 (Cth) is entitled to up to 2 days paid pre-adoption leave at ordinary pay for the period of such leave.
- (b) An employee who is entitled to a period of paid pre-adoption leave is entitled to take the leave as:

- (1) single continuous period of up to 2 days; or

(2) any separate periods to which the employee and the employer agree.

- 57.3. An employee, other than a casual, who has or will have primary responsibility for the care of an adopted child is entitled to paid adoption leave at ordinary pay from the date the child is placed with the employee for adoption according to the following scale:

Age of Child at the Date of Placement	Entitlement
Less than 5 years of age	12 weeks of ordinary pay, payable during the leave period (at half or full pay)
Between 5 years of age and less than 16 years of age	4 weeks of ordinary pay, payable during the leave period (at half or full pay)

58. Study Leave

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time (pro-rata)	<input type="checkbox"/> Casual	<input type="checkbox"/> Fixed Term
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- 58.1. An permanent Employee is entitled to up to 10 days (a maximum of 76 hours) unpaid study leave each financial year (1 July to 30 June).
- 58.2. The study must contribute to the Employee's professional development and directly relate to the Employee's role with Whiddon.
- 58.3. To be eligible to take leave the Employee must:
- a) provide evidence of their enrolment in a satisfactory course; and
 - b) provide 4 weeks' written notice of their intention to take leave.
- 58.4. Approval of study leave is at the discretion of Whiddon.

59. Representatives Leave

- 59.1. Whiddon will approve up to 4 days of paid leave each per calendar year to no more than:
- a) 6 Employee representatives of the NSW Nurses and Midwives' Association [ABN 63 398 164 405]; and
 - b) 3 Employee representatives the HSU New South Wales Branch [ABN 93 728 534 595];
- for the purposes of undertaking union training, meetings or other legitimate union business.

- 59.2. Whiddon will not approve leave under this clause to any Employee unless:
- a) the individual Employee has been endorsed in writing by the relevant union; and
 - b) the relevant union has confirmed in writing the union activity for which the leave is requested.
- 59.3. In any year, Whiddon will not approve leave under this clause for more than 2 individual Employees from any one facility.
- 59.4. Employee representatives as set out in this clause may also apply to access annual leave and long service leave for the purposes of attending to union activities and such requests will not be unreasonably denied.
- 59.5. Employees may not take leave under this clause for the purposes of participating in enterprise bargaining meetings with Whiddon or its bargaining representative. This doesn't prevent Employee delegates from taking leave to organise and/or participate in meetings about bargaining related issues with other employees or with their union (eg, meetings to canvass the views of their members).

60. Matters arising from Family and Domestic Violence

- 60.1. Whiddon seeks to support staff and/or their immediate family that may be directly impacted by domestic violence. Whiddon is committed to assist in eradicating domestic violence in Australia and providing assistance to staff and their immediate family who may be impacted by this.

60.2. 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 victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Family and domestic violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) An employee may be required to produce suitable evidence of family and domestic violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

60.3. Measures

- (a) No adverse action will be taken against an employee on the basis of family and domestic violence victim status.
- (b) All personal information concerning family and domestic violence will be kept confidential as far as is reasonably practicable or required by law
- (c) Upon receipt of a reasonable request from an employee experiencing family and domestic violence, the employer will, subject to operational requirements facilitate flexible working arrangements, which may include:
 - (i) changes to their span of hours or pattern of hours and/or shift patterns;

- (ii) job redesign or changes to duties;
 - (iii) change to work location;
 - (iv) relocation to suitable employment within the workplace;
 - (v) a change to their telephone number or email address;
 - (vi) any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (d) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.

60.4. Leave

- (a) Employees, other than casuals, will be entitled to use their accrued Paid Personal Leave where they impacted by family and domestic violence as defined at 60.2 (a) and (b), to the extent that they would otherwise qualify for Paid Personal Leave.
- (b) Employees, other than casuals, who are otherwise not able to access Paid Personal Leave will be eligible for 3 days per calendar year paid Special Family Support Leave in order to attend medical appointments, legal proceedings and other activities related to family and domestic violence where they impacted by family and domestic violence as defined at 60.2 (a) and (b).
- (c) An employee experiencing family and domestic violence will also have access to annual leave and long service leave for medical appointments, legal proceedings and other activities related to family and domestic violence.
- (d) Casual employees will be entitled to unpaid personal leave up to three days per calendar year, and may request additional leave without pay.
- (e) Evidence may be required as defined at clause 60.2 (c)
- (f) This leave may be taken as consecutive or single days or as a fraction of a day.

61. Aboriginal and Torres Strait Islander Ceremonial Leave

- 61.1. With Whiddon's approval in advance, an Employee who is legitimately required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 5 days of paid leave in any calendar year.
- 61.2. Where reasonably practicable, applications for ceremonial leave must be made in writing at least two (2) weeks prior to the commencement of the leave requested.

Part 7: Ending the employment relationship

62. Resignation by the Employee

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term (Limited)
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62.1. If an Employee intends to resign, they should submit their resignation in writing. Despite this, if a person abandons their employment, they will be taken to have resigned despite not doing so in writing.

62.2. An Employee, other than a casual Employee, is required to give the following notice:

Years of Service	Notice
1 year or less	1 week notice
More than 1 year but less than 3 years	2 weeks notice
3 years but less than 5 years	3 weeks notice
5 years or more	4 weeks notice

62.3. An employee classified within Clinical Stream Grade 6 (Registered Nurse) or higher Deputy Director Care Services, Assistant Director Care Services or equivalent is required to give 4 weeks' notice, or any longer amount of notice required by their individual terms agreed with Whiddon, regardless of their length of service.

62.4. Subject to the Act, if an Employee fails to provide the required notice, Whiddon may withhold from any monies due to the Employee on termination under this Agreement, an amount not exceeding the amount the Employee would have been paid in respect of the period of notice, less any actual notice given by the Employee.

62.5. A casual Employee is required to give notice at the end of their last intended shift.

62.6. The notice in clause 62.2 does not apply to a fixed term Employee whose employment will end automatically at the end of their fixed term, or where their Appointment Letter includes a different period of notice.

63. Termination by the Whiddon

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual (Limited)	<input checked="" type="checkbox"/> Fixed Term (Limited)
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63.1. Whiddon will provide the Employee with written notice of the day of termination. The day of termination will not be before the date of the written notice.

63.2. For termination for a reason other than serious misconduct the following periods of notice will apply:

Years of Service	Employee under 45	Employee 45 or older
1 year or less	1 week notice	1 week notice
More than 1 year but less than 3 years	2 weeks notice	2 weeks (less than 2 years) 3 weeks (2 years or more)
3 years but less than 5 years	3 weeks notice	4 weeks
5 years or more	4 weeks notice	5 weeks

63.3. At Whiddon's discretion the Employee may be required to work the period of notice, or it may be paid out in lieu.

- 63.4. Notice paid in lieu will be the amount Whiddon would have been required to pay the Employee had they worked the period of notice. This includes any penalties, loadings and allowances.
- 63.5. This clause only applies to the employment of fixed term employees if Whiddon wishes to end their employment before the scheduled end of their fixed term. If a fixed-term Employee is dismissed for serious misconduct, they will only be paid entitlements accrued up until the last day of work.
- 63.6. For a casual employee, the table in clause 58.2 does not apply and the period of notice is 1 hour, or without notice upon completion of a shift.
- 63.7. For the purposes of clause 63.2, "serious misconduct" has the same meaning given to it under the *Fair Work Regulations 2009* (Cth) as amended or replaced.

64. Transferring between Whiddon Facilities or Services

This clause applies to:	<input checked="" type="checkbox"/> Full-time	<input checked="" type="checkbox"/> Part-time	<input type="checkbox"/> Casual	<input type="checkbox"/> Fixed Term
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- 64.1. A permanent employee may apply to transfer their employment between services owned or operated by Whiddon.
- 64.2. An employee must apply for the transfer in writing in a format determined by Whiddon.
- 64.3. Approval of a transfer is not guaranteed. The senior manager of the service the employee wishes to transfer to has the authority to approve or decline the request.
- 64.4. An employee may request a delayed transfer of up to 6 months. Under a delayed transfer where an Employee ceases work in one service before taking up work in another service:
- the Employee's leave entitlements will be held by Whiddon for transfer to the new service (annual leave, personal leave, long service leave) and the Employee's employment will not be considered terminated because of the delay;
 - leave entitlements will not accrue during the delayed transfer period;
 - the delayed transfer period will not count as service for any purpose; and
 - if the Employee has not transferred to a Whiddon owned or operated service by the end of the 6 month period, their leave entitlements will be paid out at the rate applicable on the last day they performed work for Whiddon and their employment will be deemed terminated at that date.

65. Statement of Service

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input checked="" type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term
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- 65.1. On request, an Employee will receive a Statement of Service on termination of employment. The Statement of service will contain:
- the classification the Employee was employed in;
 - the period of employment;
 - the number of hours worked by the Employee (for Registered Nurses, Enrolled Nurses, and Assistants in Nursing).

66. Redundancy

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input checked="" type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input checked="" type="checkbox"/> Fixed Term (Limited)
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66.1. An Employee is entitled to redundancy pay if the Employee's employment is terminated:

- a) at Whiddon's initiative because Whiddon no longer requires the job done by the Employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- b) because of the insolvency or bankruptcy of Whiddon.

66.2. Redundancy pay will be paid at ordinary pay, on the following basis:

Employee's period of continuous service with Whiddon on termination		Redundancy pay period
At least	but less than	
1 year	2 years	4 weeks
2 years	3 years	6 weeks
3 years	4 years	7 weeks
4 years	5 years	8 weeks
5 years	6 years	10 weeks
6 years	7 years	11 weeks
7 years	8 years	13 weeks
8 years	9 years	14 weeks
9 years	10 years	16 weeks
10 years		12 weeks

66.3. Where the Employee is 45 years of age or over and has completed at least 2 years of continuous service with Whiddon, the Employee will receive an additional week's redundancy pay at ordinary pay.

66.3.

66.4. An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. If so, the Employee is entitled to receive the redundancy pay and payment for the balance of the notice period that they would have received had they remained in employment until the expiry of the notice period, but is not entitled to payment instead of notice in circumstances where the Employee leaves without working out their notice period.

66.3.

66.5. An Employee is not entitled to redundancy pay if there is a transfer of business which triggers an exemption from redundancy pay under the Act.

66.3.

66.6. An Employee serving a period of notice may take one day off per week, at ordinary pay, for each week of the notice period to seek alternative employment. Whiddon may require evidence that the Employee was seeking alternative employment on these days.

66.3.

66.7. The following employees are not entitled to redundancy pay:

66.3.

a) Employees terminated for misconduct (summarily or with notice), extended periods of incapacity, or while serving a qualifying period;

66.3.

b) apprentices and trainees;

66.3.

- c) fixed term employees whose employment ends at the completion of their fixed term, unless this is not in the ordinary and customary turnover of labour;
- d) casual Employees.

Part 8: Transitional Arrangements

67. Additional Day Off (ADO)

This clause applies to:	<input checked="" type="checkbox"/> Permanent Full-time	<input type="checkbox"/> Permanent Part-time	<input type="checkbox"/> Casual	<input type="checkbox"/> Fixed Term
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- 67.1. This clause only applies to the ADO Employees named in Schedule C.
- 67.2. An ADO is a day rostered free from duty, in addition to an Employee's RDOs. It is a benefit that allows a permanent full-time Employee to improve their work/life balance by providing more free time to the Employee.
- 67.3. The Employee will be rostered to take their ADO on a regular basis, preferably each month. Where possible, the ADO should be rostered immediately before or after an Employee's RDOs.
- 67.4. The ADO must be taken as a whole day.
- 67.5. The Employee may request to bank their ADOs. The Employee may bank up to 2 ADOs (15.2 hours) at any time. If the Employee has more than 15.2 hours in their ADO bank Whiddon will pay out the additional hours in the next 14 days. Whiddon may direct an Employee to take an ADO before 15.2 hours has accrued to suit the operational needs of the facility.
- 67.6. An ADO will accrue where the Employee:
- a) Works an ordinary rostered shift;
 - b) On a paid public holiday not worked;
 - c) On paid compassionate leave;
 - d) On paid training on duty.
- 67.7. An ADO will not accrue where the Employee:
- a) is receiving worker's compensation benefits and is certified as totally incapacitated; or
 - b) is taking paid or unpaid parental leave; or
 - c) is taking long service leave; or
 - d) is taking any period of unpaid leave; or
 - e) is taking annual leave; or
 - f) is taking personal leave; or
 - g) on hours paid as overtime.
- 67.8. The decision to offer an ADO may be altered following consultation with the Employee, and by Whiddon giving 2 weeks' written notice.

68. Long Service Leave – Special Circumstances

68.1. The Employees entitled to the benefits of this clause are listed in Schedule D: Long Service Leave Transitional Arrangements.

68.2. This clause applies to an Employee previously employed by Whiddon under the *Charitable Sector Aged & Disability Care Services NAPSA* who had elected to accrue long service leave, annual leave and additional annual as specified below:

- a) 4 weeks of annual leave (a maximum of 152 hours per year); and
- b) Leave loading of 17.5% or the payment of penalties on 4 weeks of leave, whichever is the greater; and
- c) The accrual of additional annual leave at the rate specified in the table below: and

Number of Sundays and/or public holidays worked	Additional Annual Leave accrual
3 or less	Nil
4 to 10 shifts	0.2 weeks
11 to 17 shifts	0.4 weeks
18 to 24 shifts	0.6 weeks
25 to 31 shifts	0.8 weeks
32 or more shifts	1 week

- d) The accrual of long service leave at the rate of 10.825 weeks for each five years of service.
- e) As a result of this election Clause 48 Annual Leave and Clause 49 Long Service Leave will not apply, except for clauses 48.7 and 49.6 which relate to the taking of leave and will apply.

69. Service Allowance

69.1. The Employees entitled to the benefits of this clause are listed in Schedule E: Service Allowance Transitional Arrangements.

69.2. While they remain employed with Whiddon as a permanent part-time or full-time employee, an Employee named in Schedule E is entitled to receive the service allowance that was provided for under the *Charitable Sector Aged & Disability Care Services NAPSA* on the day prior to The Whiddon Group Collective Agreement 2009-2013 taking effect .

69.3. The Employee will be paid ordinary for their grade and classification under this agreement, plus 10%. This higher rate will form the Employee's ordinary pay for the purpose of this Agreement.

70. 7 Day Workers

70.1. The Employees entitled to the benefits of this clause are listed in Schedule F: 7 Day Workers Transitional Arrangements.

- 70.2. An Employee classified as a 7 Day Worker under the *Nursing Homes &c Nurses NAPSA* on the day prior to the Agreement taking effect:
- a) Will have their annual leave balance on the day the Agreement takes effect maintained; and
 - b) Will accrue an additional 2 weeks of annual leave in addition to the entitlements under this Agreement while they continue to work a shift pattern that is consistent with the definition of a 7 Day Worker.
- 70.3. A 7 Day Worker is defined as a full-time employee who works, or who would otherwise be rostered to work, 32 or more Sundays each year.
- 70.4. Penalties and annual leave loading do not apply to the leave accrued under this clause.
- 70.5. When the Employee ceases to work a shift pattern that is consistent with the definition of a 7 Day Worker their entitlement to the additional 2 weeks of annual leave will cease.
- 70.6. To avoid confusion, should the Employee later re-commence working in a shift pattern that is consistent with a 7 Day Worker, the entitlements under this clause will not be reactivated.

Part 9: Classification and Grading Structure

71. Classifications Generally

71.1. Grades are classified into the following Client Services streams:

- a) Personal Care
- b) Clinical
- c) Therapy & Leisure
- d) Hospitality
- e) Administration
- f) Community Care Co-ordination

71.2. The **Primary Role** associated with each classification stream describes the types of services provided by an Employee working in that particular stream.

71.3. The **Position Titles** assigned to each classification stream and grade are indicative only. Titles may be changed or and new titles may be developed and used to align with Whiddon's organisational preferences. Of itself, a change in title will not change an Employee's classification stream or grade. Only an agreed and material change in duties will alter an Employee's classification.

71.4. The **Description** assigned to each grade sets out the key tasks, knowledge and responsibility that an Employee at that level is principally engaged to perform. It does not reflect a complete job description.

72. Employees Working Across Grades

72.1. The Description used to grade Employees does not preclude Employees from performing or being reasonably required to perform other tasks that would usually be performed by an Employee in a different classification (at the same or a lower pay level under this Agreement), provided the Employee is appropriately skilled and qualified to perform those tasks.

72.2. The parties acknowledge Whiddon has no intention to de-skill Employees by unreasonably requiring them to perform duties below their capacity level. Any Employee who believes their skills and qualifications are not being utilised to optimal capacity is encouraged to discuss this with their manager and/or a representative of Whiddon's People and Culture team.

72.3. An Employee whose duties are structured in such a way that they are required to perform work that falls across two grades in the same Classification Stream on a permanent basis will be classified at the higher grade. For example, an Employee who works as an AIN Team Leader for 2 shifts per week and who works as an AIN for 2 shifts per week will be classified as a Grade 4 employee for all 4 shifts worked.

72.4. Where an Employee is required to perform work at a higher grade on a temporary basis, a higher rate will apply subject to clause 40 above (Higher Grade Duties).

73. Junior, Trainee and Supported Wages

73.1. Subject to this clause, the following sections from the Aged Care Award 2010 are incorporated into this Agreement:

- a) Schedule C—Supported Wage System
- b) Schedule D—National Training Wage
- c) Appendix D1: Allocation of Traineeships to Wage Levels

provided that references in any of them to "this award" will be deemed to be references to this Agreement.

73.2. This clause does not apply to Assistants in Nursing, Enrolled Nurses or Registered Nurses.

73.3. The rates in Schedule A – Part 1 of this Agreement apply subject to:

- a) in the case of Supported Wage Employees, Schedule C of the Aged Care Award; and
- b) in the case of Junior and Trainee Employees, Schedule D of the Aged Care Award as amended by Schedule A – Part 2 of this Agreement.

73.4. For clarity, in the context of an ageing population and predicted shortages of skilled workers in the aged care industry generally, Whiddon aspires to provide genuine employment pathways for junior, trainee and supported wages Employees and to support their transition to the regular wages framework wherever reasonably practicable. Whiddon has no intention to use this clause unreasonably to hire lower paid, less skilled employees in preference to available and appropriately skilled employees.

74. Evidence of Experience and Qualifications

74.1. A new Employee, or an Employee who wishes to apply to be re-classified as a result of completing a relevant qualification, will be required to provide evidence that they have completed the qualification to the Employer.

74.2. An Employee will only be classified at a higher grade where the Employer has a position available at the relevant grade and requires the employee to perform the duties of the higher grade.

74.3. If approved, the Employee will be re-classified at the higher grade from the first full pay period after the evidence was provided.

74.4. Until the Employee has provided this evidence they will be classified at the rate for which the Employee has provided appropriate evidence. There will be no back-pay should there be a delay in providing the evidence.

74.5. Approval from the Chief Executive Officer is required where the employee does not have the appropriate qualifications to be classified at a higher grade, but has relevant work experience and would be required to perform duties consistent with classification at a higher grade.

74.6. If an Employee obtains additional qualifications or registrations (eg, AHPRA registration) and this limits the duties they can perform for Whiddon (or requires them to undertake their duties in a manner different to Whiddon's requirements), they must notify Whiddon

immediately and must not undertake any work that would breach their new obligations. If this interferes with the work they are employed by Whiddon to perform, Whiddon may required them to take leave without pay or perform modified duties pending consideration of whether a suitable alternative position is available. Accordingly, Employees are encouraged to discuss their training and, where applicable, seek reclassification in advance before new qualifications or registrations take effect.

75. Personal Care Stream

Primary Role: To provide quality personal care services to clients in a residential or community setting.	
Grade 1	Assistant in Nursing (AIN)
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have no personal care related qualifications, or • they have a Certificate I or II qualification in a personal care related field. 	
Description:	<ul style="list-style-type: none"> • Provide routine personal care services such as showering, toileting, nail care, shaving, and assistance with dressing under limited supervision. • Provide hospitality services such as bed-making, assistance with meals, general tidying of client rooms and common areas, and preparation of light meals and snacks outside of scheduled meal times. • Assist an employee of a higher grade to provide more complex personal care services according to the care plan. • Document in client records in line with level of services provided. • Report client and staffing issues to supervisor or manager for resolution, as appropriate. • Seeks assistance and direction from supervisor or manager, as appropriate.
Grade 2	Assistant in Nursing (AIN)
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate III qualification in a care related field. 	
Description:	<ul style="list-style-type: none"> • Provide full range of personal care services according to care plan including Blood Sugar Levels (BSLs), blood pressure and temperature checks, simple wound dressings, and implementation of continence programs. • Participate in achieving clinical outcomes under the direction of an RN or EEN. • May be required to use limited discretion, within acceptable scope of practice for the role, although the choice of actions will be reasonably clear. • May be required to administer medications where assessed as competent.
Grade 3	Assistant in Nursing (AIN)
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate IV qualification in a personal care related field. 	
Description:	An employee will be classified at this grade where they have completed a Certificate IV qualification in a personal care related field, but is not required by the employer to carry out the additional duties of a Grade 4 employee.

Grade 4 Assistant in Nursing (AIN), AIN Team Leader, Fire Safety Officer, Mentor

An Employee may be classified at this grade where:

- they have a Certificate IV or higher qualification in personal care related field; or
- they have a Certificate IV in Training and Assessment; or
- they have completed selected modules relevant to their position from a Certificate IV in Training and Assessment course AND have a Fire Officer Level 1 certificate; or
- they have completed the Employer's mentor training program;

AND

- a position at this grade is available; and
- they are required by the Employer to perform duties consistent with the Grade Description.

- Description:
- Organise, practice and complete nursing functions in stable situations with limited direct supervision.
 - Conduct observations and assessments to recognise and report deviations from stable conditions.
 - Organise own workload and set priorities with minimal direct supervision.
 - Communicate team requirements and work flow issues effectively with the team, supervisors, and management.
 - May be required to plan the work flow of Employees of a lower grade.
 - May be required to specialise in an area of more advanced client care, such as wound care, continence management, or palliative care under the supervision of an RN or EEN.
 - May be required to assist an RN or EEN to develop and implement programs in a specialist area, such as wound care, continence management or infection control.
 - May be required to assist in facility orientation and education programs. For example, as a mentor, trainer, or as a fire safety officer.

76. Clinical Stream

Primary Role: To provide quality clinical outcomes for clients in a residential or community care setting.	
Grade 1	Trainee Enrolled Nurse (TEN)
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> they are undertaking a Certificate IV qualification that would allow enrollment as an Enrolled Nurse with the NMB when completed. 	
Description: <ul style="list-style-type: none"> Equivalent to Personal Care Stream Grade 2. The Employee will also require a Certificate III qualification in a personal care related field if required by the Employer to dispense medications. 	
Grade 2	Enrolled Nurse (with notation)
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> they are an Enrolled Nurse (with Notation). This means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation <i>"does not hold a Board Approved qualification in medicines administration"</i>. 	
Description: <ul style="list-style-type: none"> Equivalent to Personal Care Stream Grade 3. 	
Grade 3	Enrolled Nurse (EN)
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> they are an Enrolled Nurse (EN). This means a nurse enrolled with the Board and is authorised to administer medications. 	
Description: <ul style="list-style-type: none"> Assist an Employee of a higher grade to provide full range of clinical services in accordance with accepted scope of practice. Contribute information to assist an Employee of a higher grade with the development of clinical strategies/improvements. Respond to situations in less stable and/or changed circumstances resulting in positive client outcomes, with minimal direct supervision. Demonstrate efficiency and sound judgment in identifying situations requiring assistance from an Employee of a higher grade. Provide supervision to Employees of a lower grade or in the Personal Care Stream. Ensure team members comply with policy and procedure and refer issues to Employee of a higher grade as appropriate. Demonstrate an understanding of key legislation as it relates to practice of self and others. 	
Grade 4	Enrolled Nurse, Return to Work Coordinator, Infection Control Coordinator

An Employee may be classified at this grade where:

- they have a Certificate IV in Frontline Management (or equivalent); or
- they have a Certificate IV in Training and Assessment (or equivalent); or
- they have completed a recognised Return to Work Coordinator course; or
- they have completed a recognised Infection Control course;

AND

- a position at this grade is available; and
- they are required by the Employer to perform duties consistent with the Grade Description.

Description:

- Implement the Employers Return to Work Program in accordance with policy and procedure.
- Conduct competency assessments in accordance with policy and procedure.
- Develop and implement programs in areas such as infection control that improve client services and Employee knowledge.

Grade 5 Registered Nurse (RN),

An Employee may be classified at this grade where:

- they have an undergraduate degree or equivalent hospital certificate that allows registration with the NMB as a Registered Nurse;

AND

- they have less than 12 months experience (1976 hours) in providing clinical outcomes.

NOTE:

An employee who has a minimum of 12 months experience (1976 hours) as an Enrolled Nurse (EN) prior to becoming an RN will be classified at Grade 6.

Description:

- Deliver direct and comprehensive nursing care and individual case management to clients.
- Coordinate services, including those of other disciplines or agencies, to individual clients.
- Provide education, counselling and group work services orientated towards the promotion of health status improvements.
- Provide support, direction, orientation and education to Employees of a lower grade and Employees in the Personal Care Stream at floor level.
- Accept accountability for own standard of nursing care and service delivery.
- Participate in action research and policy development.

Grade 6 Registered Nurse (RN),

An Employee may be classified at this grade where:

- they have an undergraduate degree or equivalent hospital certificate that allows registration with the NMB as a Registered Nurse;

AND

- they have more than 12 months experience (1976 hours) in providing clinical outcomes as an RN or Enrolled Nurse

Description:

- Engage with Employee's of a higher grade and in the Management Stream as a member of the senior management team.

	<ul style="list-style-type: none"> • Deliver direct and comprehensive nursing care and individual case management to clients. • Plan and coordinate services to clients. • Act as a role model in the provision of holistic care. • Assist in the achievement of facility budgets, particularly in the area of funding maximisation for client outcomes. • Assist in the management of action research projects, and participate in quality programs and policy development.
Grade 7	Registered Nurse Coordinator, Clinical Nurse Specialist (CNS), Clinical Nurse Educator (CNE)
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a Certificate IV in Frontline Management (or equivalent); or • they have a Certificate IV in Training and Assessment (or equivalent); or • they have completed a recognised Return to Work Coordinator course; or • they have completed a recognised Infection Control course; or • they have completed a recognised Palliative Care course; or • they have completed another relevant post-graduate qualification <p>AND</p> <ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<p>May include :</p> <ul style="list-style-type: none"> • implementing the Employers Return to Work Program in accordance with policy and procedure. • Conduct competency assessments in accordance with policy and procedure. • Develop and implement programs in areas such as infection control, palliative care and quality that improve client services and Employee knowledge. • Provide specialist information and advice to others in area of specialisation. • Provide clinical education services to employees and/or clients.
Grade 8	Assistant Director Care Services (ADCS - Easton Park), Deputy Director Care Services (< 150 beds), Clinical Nurse Consultant (CNC), Educator
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; or • they have equivalent work experience; <p>AND</p> <ul style="list-style-type: none"> • they are appointed by the Employer as such. 	
Exemptions:	<p>The following clauses of the Agreement will not apply to an Employee classified at this grade:</p> <ul style="list-style-type: none"> • Clause 23 - Minimum Shift payment and recall provisions • Clause 35 - Overtime
Description:	<ul style="list-style-type: none"> • Provide leadership and role modeling, particularly in the areas of action research and quality programs.

	<ul style="list-style-type: none"> • Assist in staff selection, management, development and appraisal processes. • Participate in policy development and implementation. • Act as a consultant in the Employee's own area of proficiency, for the purpose of facilitating quality nursing care. • In addition a Clinical Nurse Consultant would: <ul style="list-style-type: none"> ○ Assist with staff and client education. ○ Deliver direct and comprehensive nursing care to a specific group of clients with complex nursing care needs. ○ Coordinate and ensure the maintenance of standards of the nursing care of specific clients. ○ Coordinate or manage nursing or multidisciplinary service teams. ○ In addition an Educator would: ○ Implement and evaluate staff education and development programs. ○ Implement and evaluate client education programs, ○ Be accountable for the assessment, planning, implementation and evaluation of education and staff development programs.
Grade 9	Deputy Director Care Services (>150 beds)
Exemptions:	<p>The following clauses of the Agreement will not apply to an Employee classified at this grade:</p> <ul style="list-style-type: none"> • Clause 21 - Minimum Shift payment and recall provisions • Clause 33 - Overtime • Clause 34 - Shift penalties.
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; or • they have equivalent work experience; <p>AND</p> <ul style="list-style-type: none"> • they are appointed by the Employer as such. 	

Grade 10	Director Care Services (<150 beds)
Exemptions:	<p>The following clauses of the Agreement will not apply to an Employee classified at this grade:</p> <ul style="list-style-type: none"> • Clause 23 - Minimum Shift payment and recall provisions • Clause 35 - Overtime • Clause 36 - Shift penalties.
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; or • they have equivalent work experience; <p>AND</p> <ul style="list-style-type: none"> • they are appointed by the Employer as such. 	
Grade 11	Director Care Services (>150 beds)
Exemptions:	<p>The following clauses of the Agreement will not apply to an Employee classified at this grade:</p> <ul style="list-style-type: none"> • Clause 23 - Minimum Shift payment and recall provisions • Clause 35 - Overtime • Clause 36 - Shift penalties.
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; or • they have equivalent work experience; <p>AND</p> <ul style="list-style-type: none"> • they are appointed by the Employer as such. 	

77. Therapy and Leisure Stream

Primary Role: To provide quality leisure or therapy services to clients in a residential or community care setting.	
Grade 1	Activities Officer.
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have no therapy or leisure related qualifications, or • they have a Certificate I or II qualification in a therapy or leisure related field. 	
Description:	<ul style="list-style-type: none"> • Conduct leisure activities according to an established plan. • Provide basic personal care services such as nail care or personal grooming. • Provide hospitality services such as bed-making, assistance with meals, general tidying of client rooms and common areas, and preparation of light meals and snacks outside of scheduled meal times. • Assist an Employee of a higher grade to develop and implement leisure or therapy programs. • Document in client records in line with level of services provided. • Report client and staffing issues to supervisor or manager for resolution, as appropriate. • Seeks assistance and direction from supervisor or manager, as appropriate.
Grade 2	Activities Officer, Physiotherapy Aide.
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate III qualification in a leisure or therapy related field. 	
Description:	<ul style="list-style-type: none"> • Develop and implement leisure programs for groups. • Consult with a Therapist, RN or EN to develop leisure or therapy programs for individuals as part of a care plan. • Develop and implement basic therapy programs such as aromatherapy. • Implement more complex therapy programs developed by a Grade 4 employee or qualified external Therapist.
Grade 3	Activities Team Leader, Therapy Team Leader, Physiotherapy Aide, Fire Safety Officer.
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate IV or higher qualification in leisure or therapy related field; or • they have a Certificate IV in Training and Assessment; or • they have completed selected modules relevant to their position from a Certificate IV in Training and Assessment course AND have a Fire Officer Level 1 certificate; 	
AND	
<ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Organise own workload and set priorities with minimal direct supervision. • Communicate team requirements and work flow issues effectively with the team, supervisors, and management.

	<ul style="list-style-type: none"> • Contribute information to assist a Therapist with the development of leisure or therapy strategies/improvements, as necessary. • May be required to plan the work flow of Employees of a lower grade. • May be required to develop innovative leisure programs and engage in project development. • May be required to assist an Employee of a higher grade to design and implement innovative therapy programs. • May be required to assist in facility orientation and education programs. For example, as a mentor, trainer, or as a fire safety officer.
Grade 4	Diversional Therapist, Music Therapist, Art Therapist, Physiotherapist, Occupational Therapist, Speech Therapist, Nutritionist.
An Employee may be classified at this grade where: <ul style="list-style-type: none"> • they have an undergraduate or postgraduate degree in leisure or therapy related field. AND <ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Engage with Employee's of a higher grade and in the Management Stream as a member of the senior management team. • Plan, coordinate and implement innovative leisure or therapy programs for groups and/or individuals in consultation with broader care team. • Provide support, direction, orientation and education to Employees of a lower grade and Employees in the Personal Care Stream at floor level. • Deliver direct and comprehensive case management to clients. • Provide education, counselling and group work services orientated towards the promotion of health status improvements. • Accept accountability for own standard of service delivery. • Assist in the achievement of facility budgets, particularly in the area of funding maximisation for client outcomes. • Assist in the management of action research projects, and participate in quality programs and policy development. • Demonstrate an understanding of key legislation as it relates to practice of self and others.

78. Hospitality Stream

Primary Role: To provide quality hospitality services in the catering, cleaning, laundry, maintenance, handyperson or gardening areas in a residential or community care setting.	
Grade 1	Care Service Employee
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have no hospitality related qualifications, or • they have a Certificate I or II qualification in a hospitality related field. 	
Description:	<ul style="list-style-type: none"> • Works under routine supervision, within set routines and procedures. • General cleaning of accommodation and shared areas. • Preparation of general food items and assisting an Employee of a higher grade to prepare more complex meals (this may include reheating meals or putting together pre-prepared ingredients). • Food service including plating, waiting tables, setting and clearing of tables. • Laundry services. • Handyperson duties such as gardening, garbage collection, hosing and cleaning. • Maintenance duties such as undertaking general repairs, and performing work that may involve general trade skills such as painting or basic carpentry. • Report client and staffing issues to supervisor or manager for resolution, as appropriate. • Seeks assistance and direction from supervisor or manager, as appropriate.
Grade 2	Care Service Employee, Assistant Cook
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate III qualification in hospitality related field. 	
Description:	<ul style="list-style-type: none"> • Assist an Employee of a higher grade to prepare the full range of meals. • Assist in menu planning and stock ordering. • Implement hospitality programs developed by an Employee of a higher grade or an Employee in the Management Stream. • May be required to plan and coordinate the work of Employees of a lower grade.
Grade 3	Cook, Hospitality Team Leader, Fire Safety Officer.
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate IV or higher qualification in hospitality related field; or • they have a Certificate IV in Training and Assessment; or • they have completed selected modules relevant to their position from a Certificate IV in Training and Assessment course AND have a Fire Officer Level 1 certificate; 	
AND	
<ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	

Description:	<ul style="list-style-type: none"> • Organise, practice and complete hospitality functions with limited direct supervision. • Organise own workload and set priorities with minimal direct supervision. • Communicate team requirements and work flow issues effectively with the team, supervisors, and management. • Contribute information to assist Employees in the Management Stream to develop hospitality strategies/improvements, as necessary. • Demonstrate efficiency and sound judgment in identifying situations requiring assistance from an Employee in the Clinical Outcomes Stream or the Management Stream. • Supervise the work of Employees of a lower grade. • Is given responsibility by the Employer to maintain a particular service relating to hospitality, for example, catering, cleaning, laundry, maintenance or gardening services. • May be required to plan the work flow of Employees of a lower grade. • May be required to assist in facility orientation and education programs. For example, as a mentor, trainer, or as a fire safety officer. • Demonstrate an understanding of key legislation as it relates to practice of self and others.
Grade 4	Chef, Hospitality Team Leader,
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; <p>AND</p> <ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Organise, practice and complete hospitality functions • Organise own workload and set priorities. • Communicate team requirements and work flow issues effectively with the team, supervisors, and management. • Contribute information to assist Employees in the Management Stream to develop hospitality strategies/improvements, as necessary. • Demonstrate efficiency and sound judgment in identifying situations requiring assistance from an Employee in the Clinical Outcomes Stream or the Management Stream. • Supervise the work of Employees of a lower grade. • Is given responsibility by the Employer to maintain a particular service relating to hospitality, for example, catering, cleaning, laundry, maintenance or gardening services. • Required to plan the work flow of Employees of a lower grade. • Required to assist in facility orientation and education programs. For example, as a mentor, trainer, or as a fire safety officer. • Demonstrate an understanding of key legislation as it relates to practice of self and others.
Grade 5	Head Chef, Maintenance Supervisor,
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; <p>AND</p>	

- a position at this grade is available; and
- they are required to perform duties consistent with the Grade Description.

Description:	<ul style="list-style-type: none">• Engage with Employee's of a higher grade and in the Management Stream as a member of the senior management team.• Plan, coordinate and implement innovative hospitality and food service programs.• Provide support, direction, orientation and education to Employees of a lower grade and Employees in the Personal Care Stream at floor level.• Accept accountability for own standard of service delivery.• Assist in the achievement of facility budgets, particularly in the areas of stock and contract cost control.• Assist in the management of action research projects, and participate in quality programs and policy development.• Demonstrate an understanding of key legislation as it relates to practice of self and others.
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79. Administration Stream

Primary Role:	To provide quality administration services in a residential or community care setting.
Grade 1	Assistant Administration Officer, Assistant Accounts Officer, Accounts Trainee.
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have no administration related qualifications, or • they have a Certificate I or II qualification in an administration related field. 	
Description:	<ul style="list-style-type: none"> • Works under routine supervision, within set routines and procedures. • General administrative tasks such as receiving and distributing mail, filing and retrieving documents, answering the phone and taking messages, answering general client and Employee queries, appropriately referring more complex issues as required, typing general correspondence, banking duties such as recording petty cash, preparing banking documents, data entry into electronic systems, checking bond and client agreements. • Assist an Employee classified at a higher grade. • Report client and staffing issues to supervisor or manager for resolution, as appropriate. • Seeks assistance and direction from supervisor or manager, as appropriate.
Grade 2	Administration Officer, Accounts Payable Officer, Accounts Receivable Officer, Payroll Officer.
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a Certificate III qualification in administration related field. 	
Description:	<ul style="list-style-type: none"> • Overall responsibility for the administration function for a particular site, including payroll duties. • Overall responsibility for a particular function in corporate Head Office. • May be required to use some discretion and judgment. • May be required to plan the work flow of Employees of a lower grade.
Grade 3	Senior Accounts Payable Officer, Senior Accounts Receivable Officer, Senior Payroll Officer, Fire Safety Officer.
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a Certificate IV or higher qualification in an administration related field; or • they have a Certificate IV in Training and Assessment; or • they have completed selected modules relevant to their position from a Certificate IV in Training and Assessment course AND have a Fire Officer Level 1 certificate; or • they have completed the Employer's mentor training program; <p>AND</p> <ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Contribute information to assist an Employee in the Management Stream to develop administration strategies/improvements.

	<ul style="list-style-type: none"> • Respond to situations in challenging circumstances resulting in positive outcomes, with minimal direct supervision. • Demonstrate efficiency and sound judgment in identifying situations requiring assistance from an Employee in the Management Stream. • May be required to supervise the work of Employees of a lower grade. • Given responsibility by the Employer to maintain a particular administrative function. • Supervise the work of Employees of a lower grade. • May be required to assist in facility orientation and education programs. For example, as a mentor, trainer, or as a fire safety officer.
Grade 4	Senior Accounts Clerk, Office Manager, Personal Assistant (Executive Manager), Special Projects
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a relevant specialist qualification; <p>AND</p> <ul style="list-style-type: none"> • a position at this grade is available; and • they are required to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Deliver direct and comprehensive administration services to internal and external clients. • Provide support, direction, orientation and education to Employees of a lower grade at floor level. • Accept accountability for own standard of service delivery. • Assist in the management of action research projects, and participate in quality programs and policy development. • Plan, coordinate and implement innovative administrative programs or projects. • Assist in the achievement of facility budgets, particularly in the areas of contract cost control. • Demonstrate an understanding of key legislation as it relates to practice of self and others.

80. Client Services – Community Care Co-ordination

Primary Role:	To co-ordinate the provision of quality care services to clients in a community setting.
Grade 1	Trainee Community Care Co-ordinator.
<p>An employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have a Certificate III qualification in a care related field, or • they have a Certificate III qualification in an administration related field, or • they have previous Community Care administration or co-ordination experience. 	

Description:	<ul style="list-style-type: none"> • Working under the supervision of a Community Care Coordinator to: • Provide the administration and client contact involved in coordinating In-home Care for a particular geography • Plan the workflow of team members • Required to use discretion and judgment.
Grade 2	Community Care Coordinator.
An employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate III qualification in a care related field, or • they have a Certificate III qualification in an administration related field, or • they have previous Community Care administration or co-ordination experience. 	
Description:	<ul style="list-style-type: none"> • Responsibility for the administration and client contact involved in - coordinating In-home Care for a particular geography. • Required to use discretion and judgment. • Required to plan the work flow of team members.
Grade 3	Community Care Coordinator
An employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have a Certificate IV qualification that allows registration with the AHPRA as an Enrolled Nurse, or • they have a Graduate Certificate in a care related field, or • they have significant previous Community Care coordination experience. 	
Description:	<ul style="list-style-type: none"> • Overall responsibility for the administration and client contact involved in coordinating In-home Care for a particular geography. • Required to use discretion and judgment. • Provide support, direction, orientation and education to Employees of a lower grade. • Required to plan the work flow of team members.
Grade 4	Community Care Coordinator.
An Employee may be classified at this grade where:	
<ul style="list-style-type: none"> • they have an undergraduate degree or equivalent hospital certificate that allows registration with the AHPRA as a Registered Nurse; • they have a graduate diploma, degree or postgraduate studies in a care related field; or • they have extensive previous Community Care coordination experience <p>AND</p> <ul style="list-style-type: none"> • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Overall responsibility for the administration of In-home Care for a particular geography. • Deliver direct and comprehensive administration services to internal and external clients. • Oversee staff selection, management, development and appraisal processes. • Provide support, direction, orientation and education to Employees of a lower grade.

	<ul style="list-style-type: none"> • Assist in the management of action research projects, and participate in quality programs and policy development. • Assist in the achievement of budgets, particularly in the areas of contract cost control. • Demonstrate an understanding of key legislation as it relates to practice of self and others.
Grade 5	Senior Community Care Coordinator
<p>An Employee may be classified at this grade where:</p> <ul style="list-style-type: none"> • they have an undergraduate degree or equivalent hospital certificate that allows registration with the AHPRA as a Registered Nurse; • they have a graduate diploma, degree or postgraduate studies in a care related field; or • they have extensive previous Community Care coordination experience <p>AND</p> <ul style="list-style-type: none"> • they have more than one Grade 1, 2 or 3 Community Care Coordinator's reporting to them. • a position at this grade is available; and • they are required by the Employer to perform duties consistent with the Grade Description. 	
Description:	<ul style="list-style-type: none"> • Overall responsibility for the administration of In-home Care for a particular geography. • Deliver direct and comprehensive administration services to internal and external clients. • Oversee staff selection, management, development and appraisal processes. • Provide support, direction, orientation and education to Employees of a lower grade. • Assist in the management of action research projects, and participate in quality programs and policy development. • Assist in the achievement of budgets, particularly in the areas of contract cost control. • Demonstrate an understanding of key legislation as it relates to practice of self and others.

EXECUTION:

ON BEHALF OF THE EMPLOYER:

The Frank Whiddon Masonic Homes of New South Wales T/As Whiddon Group

Signed for and on behalf of The Frank Whiddon Masonic Homes of New South Wales T/As Whiddon Group by its duly authorised officer:

Signed for Whiddon:



Print full name:

Josh Keech


Position:

Executive General Manager People and Culture

Authority:

By authority of the Chief Executive Officer

Signed by witness:



Print full name of witness:

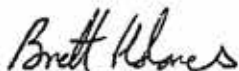
Kim Ristovski

Address:

C/- The Whiddon Group
81 Belmont Road
Alenfield NSW 2167

Date:

5 October 2017



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

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



WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo



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

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



WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

The Australian Nursing Federation, being a bargaining representative for this Agreement

Signed for and on behalf of Australian Nursing and Midwifery Federation New South Wales Branch (ANMF) by authority of and in accordance with Rule 40 of the Rules of the ANMF:

Signed for the ANMF: _____

Print full name: _____

Position: _____

Signed by witness: _____

Print full name of witness: _____

Address: _____

Date: _____

The Health Services Union, being a bargaining representative for this Agreement

Signed for an on behalf of The Health Services Union (HSU) by its duly authorised officer by authority of and in accordance with its rules:

Signed for the HSU: _____

Print full name: _____

Position: _____

Signed by witness: _____

Print full name of witness: _____

Address: _____

Schedule A: Rates of Pay

Schedule A – Part 1

All rates of pay are per hour (except for the Community Care - 24 Hour Care Shift)
Each pay increase will apply from the first pay period on or after 1 October each year.

Classification	2017	2018	2019
Personal Care Stream			
Grade 1	\$22.23	\$22.67	\$23.12
Grade 2	\$23.31	\$23.77	\$24.25
Grade 3	\$23.78	\$24.25	\$24.74
Grade 4	\$25.13	\$25.64	\$26.15
Clinical Stream			
Grade 1	\$22.23	\$22.67	\$23.12
Grade 2	\$25.13	\$25.64	\$26.15
Grade 3	\$28.20	\$28.77	\$29.34
Grade 4	\$29.61	\$30.20	\$30.81
Grade 5 – Graduate RN	\$31.49	\$32.12	\$32.76
Grade 6 - RN Year 1	\$33.07	\$33.73	\$34.40
Grade 6 - RN Year 2	\$34.65	\$35.34	\$36.05
Grade 6 - RN Year 3	\$36.23	\$36.96	\$37.69
Grade 6 - RN Year 4	\$37.81	\$38.57	\$39.34
Grade 6 – RN Thereafter	\$39.39	\$40.18	\$40.98
Grade 6 – Senior RN	\$40.18	\$40.98	\$41.80
Grade 7	\$40.97	\$41.79	\$42.63
Grade 8	\$47.31	\$48.25	\$49.22
Grade 9	\$56.84	\$57.98	\$59.14
Grade 10	\$58.26	\$59.43	\$60.62
Grade 11	\$67.56	\$68.92	\$70.29
Therapy and Leisure Stream			
Grade 1	\$22.23	\$22.67	\$23.12
Grade 2	\$22.89	\$23.35	\$23.81
Grade 3	\$23.78	\$24.25	\$24.74
Grade 4	\$39.39	\$40.18	\$40.98
Hospitality Stream			
Grade 1	\$21.04	\$21.46	\$21.89

Grade 2	\$21.72	\$22.15	\$22.60
Grade 3	\$23.78	\$24.25	\$24.74
Grade 4	\$27.46	\$28.01	\$28.57
Grade 5	\$39.39	\$40.18	\$40.98
Administration Stream			
Grade 1	\$23.45	\$23.92	\$24.40
Grade 2	\$24.87	\$25.36	\$25.87
Grade 3	\$25.11	\$25.61	\$26.13
Grade 4	\$30.11	\$30.71	\$31.33
Community Care Coordination			
Grade 1	\$25.13	\$25.64	\$26.15
Grade 2	\$29.61	\$30.20	\$30.81
Grade 3	\$33.86	\$34.54	\$35.23
Grade 4	\$40.97	\$41.79	\$42.63
Grade 5	\$43.93	\$44.81	\$45.71
Community Care - 24 Hour Care Shift (per day)	\$255.91	\$261.03	\$266.25

Schedule A – Part 2

Junior and Trainee Rates

1. In substitution for the rates in D.5.1 (a)-(c) and D.5.2 (a)-(c) of Schedule D of the Aged Care Award 2010, the minimum wages for a trainee undertaking an AQF Certificate **Level I-III** traineeship are:

	Highest year of schooling completed		
	Year 10 per hour	Year 11 per hour	Year 12 per hour
School leaver	43%*	47%*	55%*
Plus 1 year out of school	47%*	55%*	65%*
Plus 2 years out of school	55%*	65%*	75%*
Plus 3 years out of school	65%*	75%*	85%*

Plus 4 years out of school	75%*	85%*
Plus 5 or more years out of school	85%*	

*The percentages above apply to the relevant Level 1 hourly rate in this agreement for the work being done by the employee.

2. In substitution for the rates in D.5.1(d)(ii) and D.5.2(e)(iii) of Schedule D of the Aged Care Award 2010, the minimum wages for a trainee undertaking an AQF Certificate **Level IV** traineeship are:

First year of traineeship	Second and subsequent years of traineeship
90%*	93%*

*The percentages above apply to the relevant Level 1 hourly rate in this agreement for the work being done by the employee.

3. The rates in item 1 and item 2 above will be payable for:

- (a) ordinary hours worked by the trainee (ie, 60.8 hours per fortnight for a full time trainee or a lesser number for part time trainees); and
- (b) training hours undertaken by the trainee in accordance with their traineeship arrangements (whether in-house or externally) up to the equivalent of 20% of their contracted work hours (ie, 15.2 hours per fortnight for a full time trainee or the pro rata equivalent for part time trainees).

Schedule B: Allowances

<u>Allowances</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>
In Charge Allowance (per hour)	\$3.01	\$3.07	\$3.13
On Call Allowance (per 24 hours)	\$21.50	\$21.93	\$22.37
On Call Allowance - RDO (per 24 hours)	\$43.01	\$43.87	\$44.75
Vehicle Allowance (per km)	\$0.80	\$0.81	\$0.83
Mobile Phone Allowance (per hours)	\$0.27	\$0.27	\$0.28
Community Care - Overnight Care Shift (per shift)	\$70.28	\$71.68	\$73.12

Schedule C: ADO Transitional Arrangements

Name of Employee	Site
Allen, Tracy	Easton Park
Arthur, Jennifer	Kelso
Avouris, Conception	Easton Park
Betcher, Keithlee	Easton Park
Boateng, Victor	Easton Park
Cameron, Anne	Temora
Capnerhurst, Kenneth	Belmont
Chan-Sau, Kerupi	Easton Park
Courtney, Leanne	Largs
Doyle, Marjorie	Belmont
Fear, Sharon	Redhead
Finlay, Kylie	Narrabri Robert Young
Garden, Andrea	Narrabri Robert Young
Gibbons, Thomas	Redhead
Jarosevski, Stephen	Easton Park
Keane, Kay	Hornsby
Lau, Kwan Ying	Hornsby
Leeson, Gregory	Easton Park
Mazlin, Marlene	Easton Park
McAreavey, Geraldine	Easton Park
McDiarmid, Jean	Easton Park
McLetchie, Lloyd	Largs
Mead, Cheryl	Belmont
Moore, Debra	Easton Park
Nuttall, Pauline	Easton Park
Pile, Christina	Hornsby
Porter, Chris	Easton Park
Quinn, Christina	Easton Park
Reeves, Rhonda	Easton Park
Riley, Richard	Wingham
Simmons, Michael	Kelso
Smith, Jason	Grafton
Smith, Lynda	Grafton
Tupe, Auvai	Easton Park
Watts, Louise	Kelso

Schedule D: Long Service Leave Transitional Arrangements

Name of Employee	Site
Denney, Therese	Easton Park
Khan, Nasim	Easton Park
Murray, Judith	Wingham
Parsons, Kathryn	Temora
Smith, Wendy	Kyogle

Weston, Helen	Maclean
Willis, Patricia	Hornsby

Schedule E: Service Allowance Transitional Arrangements

Name of Employee	Site
Pereira, Nola	Wingham
Reynolds, Janice	Wingham

Schedule F: 7 Day Workers Transitional Arrangements

Name of Employee	Site
Adouni, Ivonette	Easton Park
Boafoh, Judith	Easton Park
Boateng, Victor	Easton Park
Cameron, Anne	Temora
Chibebe, Ennia	Easton Park
Mohammed, Yashmeen	Easton Park
Riley, Richard	Wingham
Saul, Christine	Casino
Smith, Russell	Casino

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2017/4784

Applicant:

The Frank Whiddon Masonic Homes of New South Wales t/as The Whiddon Group ("The Whiddon Group")

Undertaking- section 190

I, Josh Keech, Executive General Manager People and Culture of The Whiddon Group, give the following undertakings with respect to *The Whiddon Group Agreement 2017* ("the Agreement"):

1. I have the authority given to me by The Whiddon Group to provide this undertaking in relation to this application before the Fair Work Commission.
2. Clause 24.2(a) of the Agreement is to be read and applied on the basis that the words "two hours" are replaced with the words "four hours".
3. The words "Subject to clause 37.7," are added before the existing content of clause 37.3(a) of the Agreement.
4. Clause 37.3(c) of the Agreement is to be read and applied on the basis that the words "8 hour break" are replaced with the words "10 hour break".
5. An additional clause 37.3(h) is to be inserted into the Agreement, which reads:

(h) *is a part-time Employee classified as Grade 4 in the Therapy and Leisure Stream, and works more than the Employee's guaranteed minimum number of hours in clause 14.2(b) or (c).*

6. An additional clause 37.7 is inserted into the Agreement, as follows:

37.7 *An Employee may be entitled to overtime where the Employee works more than the following number of hours, excluding meal breaks:*

- (a) *for Employees engaged under the Personal Care Stream or the Clinical Stream: 10 hours;*
- (b) *for Employees engaged in the Hospitality Stream or the Administration Stream: 8 hours (other than when working a shift which attracts the 15% penalty in clause 38.1(b), in which case 10 hours);*
- (c) *for Employees engaged as a Grade 1 to 3 employee in the Therapy and Leisure Stream: 8 hours (other than when working a shift which attracts the 15% penalty in clause 38.1(b), in which case 10 hours);*
- (d) *for Employees engaged as a Grade 4 employee in the Therapy and Leisure Stream: 10 hours.*

7. An additional clause 44.6 is to be inserted into the Agreement, which reads:

44.6 Where an employee works a 24 hour shift, the employee will not receive any less payment in total for the shift than the employee would have received if the employee was not covered by the Agreement.

8. Schedule A of the Agreement is to be read and applied on the basis that the hourly base rate for a Grade 4 employee in the Therapy and Leisure Stream who would be otherwise classified as a Health Professional Level 4 under the *Health Professionals and Support Services Award 2010* ("HPSS Award") is no less than 5% higher than the equivalent base hourly rate in the HPSS Award for that equivalent classification at that point in time.
9. The employer will ensure that casual employees engaged in the Personal Care Stream and the Clinical Stream will be paid no less than 0.5% higher than what they would have received under the *Nurses Award 2010*, calculated on a fortnightly basis.

Employer name: The Whiddon Group

Authority to sign: Executive General Manager People and Culture, by authority of the Chief Executive Officer

Signature:

A handwritten signature in black ink, appearing to be 'J. Keen', written over a horizontal line.

Date: 5 April 2018