



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Garden Village Port Macquarie (AG2023/3529)

GARDEN VILLAGE PORT MACQUARIE ENTERPRISE AGREEMENT 2023

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 7 NOVEMBER 2023

Application for approval of the Garden Village Port Macquarie Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement known as the *Garden Village Port Macquarie Enterprise Agreement 2023 (Agreement)*. The application was made pursuant to section 185 of the *Fair Work Act 2009 (Act)*. The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Cth)* (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was after 6 June 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The *better off overall test* provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. The Agreement was *made* on 19 September 2023.

[5] The Employer has provided written undertakings (*Undertakings*). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

(a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[6] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[7] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[8] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Health Services Union and the Australian Nursing and Midwifery Federation, each being a bargaining representative for the Agreement, have given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers each organisation.

[10] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 14 November 2023. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/3529

Applicant:

Garden Village Port Macquarie

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Craig Wearne, Chief Executive Officer for Garden Village Port Macquarie give the following undertakings with respect to the Garden Village Port Macquarie Enterprise Agreement 2023 ("the Agreement"):

I have the authority given to me by Garden Village Port Macquarie to provide this undertaking in relation to the application before the Fair Work Commission.

1. **Clause 3 – Definitions**

The following definitions will added to clause 3 – Definitions of the Agreement:

Day Worker means an employee who regularly works between 6am and 6pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6am and 6pm Monday to Friday, unless otherwise stated in Schedules.

Shift Worker means an employee who is regularly rostered over 7 days per week and regularly works on weekends, unless otherwise stated in Schedules.

2. **Clause 40.1 – Attendance at Meetings**

Clause 40.1 – Attendance at Meetings, will be amended in the Agreement as:

Wherever possible, Garden Village will hold meetings within the employee's ordinary hours. Any employee required by Garden Village to attend meetings outside the employee's ordinary hours shall be entitled to be paid at the applicable overtime rate in accordance with clause 17.

3. **Sleepover Period (Home and Community Support)**

The following new clause will be included in Schedule 2, clause 3.1 – Minimum Starts of the Agreement:

3.1.1 In addition to the provisions outlined in clause 10.3.2 of this Agreement, if an employee (covered by Schedule 2) is required to perform work immediately before and/or after the sleepover period; the minimum engagement period of 4 hours will apply.

4. 24 hour care (Home and Community Support)

The following new clause will be included in Schedule 2, clause 2 – Definitions:

A shift that 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. The employee is required to provide a total of no more than 8 hours of care during this period.

Garden Village will only require an employee to work a 24-hour shift, by agreement with the Employee and will ensure unless otherwise covered in this Agreement, provisions of the Social, Community, Home care and Disability Services Industry Award will apply.

5. Broken Shift Allowance (Home and Community Support)

The following updated clause will be reflected in Schedule 2, clause 3.4.4 – Broken Shift of the Agreement:

- 3.4.4(a) An employee required to work a broken shift with one unpaid break, will be paid a broken shift allowance of 1.7% of the standard rate as defined by the Social, Community, Home Care and Disability Services Industry Award.
- 3.4.4 (b) An employee who agrees to work a broken shift with two unpaid breaks, will be paid a broken shift allowance of 2.25% of the standard rate as defined by the Social, Community, Home Care and Disability Services Industry Award and an the employee who agrees to work a broken shift with 2 unpaid break.

4. Rest Break after overtime (Home and Community Support)

The following new clause will be included in Schedule 2, clause 3 – Hours of Work of the Agreement:

3.7 Rest Break after overtime

In addition to the provisions outlined in clause 13.5 of this Agreement, if an employee (covered by Schedule 2) resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. The rates do not appear high enough to compensate."

5. Heat Allowance (Home and Community Support)

The following new allowance/clause will be included in Schedule 2, clause 4 – Allowances of the Agreement:

4.3 Heat Allowance (Paid rest break)

Where an employee is directed to work by Garden Village and work continues for more than two hours in temperatures exceeding 46 degrees Celsius, employees will be entitled to 20 minutes rest after every two hours without deduction of pay. Garden Village has the responsibility to ascertain the temperature.

6. Salary Rates – Appendix B

With respect to the following salary rates, effective from the first full pay period on or after the 1 July, the following hourly rates will be updated in Appendix B of the Agreement):

Classification	New Rate (listed rate)
GV Clerical (Juniors), Grade 3	\$25.89 (was \$25.70)
GV Community Direct Care - Grade 1, Level 1	\$29.51 (was \$29.50)
GV Community Direct Care - Grade 1, Level 2	\$29.71 (was \$29.70)
Community services, Direct Care – New Entrant	\$27.90 (was \$27.89)
Community services, support/clerical grade 1.1	\$32.86 (was \$32.85)
Community services, support/clerical grade 2.1	\$35.23 (was \$35.22)
Community services, support/clerical grade 2.2	\$36.62 (was \$36.61)
Assistant in Nursing	\$30.80 (was \$30.21)
Director of Nursing (greater than 150 beds)	\$72.83 (new)

7. Appendix C – Allowances (Phone Allowance - Community Direct Care employees)

With respect to the Phone Allowance paid to Community Direct Care employees, the unit type reference in Appendix C (page 72) should reflect **allowance per week**, not per day as outlined in Schedule 2, clause 4.1.

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



Chief Executive Officer

Date: 1 November 2023

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 this agreement.



Garden Village Port Macquarie Enterprise Agreement 2023



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Preamble

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

- Garden Village will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- Garden Village will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the Fair Work Act 2009 to be covered by the agreement.
- It is the intention of this Agreement that the Unions will be covered by this Agreement.

Objectives of this Agreement

The parties to this Agreement are committed to:

- Providing fair salary and wage outcomes in return for quality, efficient and cost effective service provision;
- Providing a healthy, safe, and harassment free working environment;
- Co-operatively enhance the culture of best practice, performance, and continuous improvement in service delivery
- Working cooperatively together and recognising the importance of communication and consultation in the workplace.

PART 1 – APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This Agreement shall be known as the Garden Village Port Macquarie Enterprise Agreement 2023 and throughout is referred to as “this Agreement”.

2. OPERATION

2.1 Date of Commencement and Expiry

This Agreement shall operate from seven (7) days after the date it is approved by the Fair Work Commission and will nominally expire on 30 June 2026.

2.2 Parties covered

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

- Garden Village Port Macquarie;
- Health Services Union New South Wales Branch;
- New South Wales Nurses and Midwives’ Association and Australian Nursing and Midwifery Federation (NSW Branch); and
- All employees that perform work in the residential aged care, community services, retirement living and other operational and administrative support services of Garden Village Port Macquarie.

2.3 Operation of the Agreement

2.3.1 General

The terms and conditions of this Agreement shall be read and interpreted in conjunction with the attached Appendixes and Schedules.

2.3.2 Relationship to Previous Agreement

This Agreement replaces in its entirety the former provisions of the Garden Village Port Macquarie, NSWNMA and HSU NSW Enterprise Agreement 2017-2020.

2.3.3 National Employment Standards

- a) It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- b) Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the Employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden.

2.3.4 No Further Claims

- a) The parties bound by this agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- b) Subject to Garden Village meeting its obligations to consult arising under this Agreement or a contract of employment, it is not the intent of this provision to inhibit, limit or restrict Garden Village’s right or ability to introduce change at the workplace.

2.3.5 Complete Agreement

Other than individual agreements reached in accordance with Clause 31 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between Garden Village and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.

2.3.6 Availability

Garden Village must ensure that copies of this Agreement and the NES are available to all employees to whom they apply, such as on a notice board which is conveniently located at or near the workplace or through electronic means, whichever makes them more accessible.

3. DEFINITIONS

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply.

Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement the following definitions apply:

Term	Definition
Act	the <u>Fair Work Act 2009</u> (as amended).
Allowance	Additional payment made to compensate for a number of different conditions, qualifications, or for doing particular work as specified in this Agreement.
Base rate of pay	(refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.
De facto partner	means: <ul style="list-style-type: none">• a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and• includes a former de facto partner of the employee.
Double Time	means payment of twice the Ordinary Rate with respect to the hours worked, where prescribed by this Agreement and is represented numerically as 200%.
Double Time and a half	means payment of two and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically as 250%.
Employment classifications	mean those set out in Appendix A to this Agreement and shall apply as if they had been reproduced in full in this clause.
Employee representative	means an employee or other person or union nominated by the employee/s to represent the employee/s in relation to their employment.

<u>FWC</u>	Fair Work Commission
Immediate Family	Means an Employee's: <ul style="list-style-type: none"> • spouse, former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or • child, parent, grandparent, grandchild or sibling of a spouse or former spouse or de facto partner of the employee.
Family	Means an Employee's: <ul style="list-style-type: none"> • Spouse or de facto partner (including former partner); • Child (including an adult child, adopted child, a step child or an ex nuptial child); • Parent; • Grandparent; • Grandchild; • Sibling; • Child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner.
<u>NES</u>	National Employment Standards as amended from time to time.
Ordinary Pay	includes the base rate of pay; any applicable over-agreement payments for ordinary hours of work. It does not include, shift or weekend penalties.
Ordinary Rate	The hourly rate an employee would get for the hours worked. This rate does not include any additional overtime, shift or weekend penalties. For casual employees, this rate is inclusive of casual loading.
Regulations	means the <u>Fair Work Regulations 2009</u> associated with the Fair Work Act 2009 (as amended from time to time).
Satisfactory Evidence	Evidence to support the taking of leave that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion' may be required. For example medical or pharmacy certificate.
Time and a half	means payment of one and a half times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented numerically in this as 150%.
Time and Three Quarters	means payment of one and three-quarter times the Ordinary Rate with respect to the hours worked where prescribed by this Agreement and is represented as 175%.
Union	Means either the: <ul style="list-style-type: none"> • Health Services Union New South Wales Branch; • the New South Wales Nurses and Midwives' Association; • and the Australian Nursing and Midwifery Federation (NSW Branch).

PART 2 – EMPLOYMENT RELATIONSHIPS AND RELATED MATTERS

4. MINIMUM EMPLOYMENT PERIOD

- 4.1 Employees (other than casual employees) will be on a period of probation for the first six (6) months of employment for the purpose of determining the employee's suitability for ongoing employment.
- 4.2 At any time during the probation period, Garden Village or the employee can terminate the employment by providing written notice in accordance with clause 46.10 – Notice of Termination.

5. NATIONAL CRIMINAL HISTORY RECORD CHECK

- 5.1 It is a condition of employment that employees, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check on commencement of employment and at any other time as directed by Garden Village.
- 5.2 Garden Village will pay the cost of renewal of Police Checks for employees required to undergo such checks. New employees will be required to pay for their initial Police Check before commencing employment.

6. EMPLOYMENT CATEGORIES

6.1 Employment Type

Employees under this agreement will be employed in one of the listed categories.

Employment Type	Description
Full Time	<p>A full time employee is an employee engaged to work 38 hours per week or on average of 38 ordinary hours per week.</p> <p>Full Time employees have the benefit of all entitlements set out in this Agreement.</p>
Part Time	<p>A part time Employee is an Employee who:</p> <ul style="list-style-type: none">• is engaged to work less than the full-time hours of 38 ordinary hours per week;• has reasonably predictable hours of work. <p>At the time of engagement, Garden Village and Employee will agree in writing on a regular pattern of work, specifying the hours worked in each day, which days of the week the Employee will work, the start and finishing times each day.</p> <p>Reasonable additional hours may be worked in accordance with clause 13.3 and reviewed in accordance with clause 16.1.</p> <p>Part-Time Employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis.</p>
Casual	<p>A casual employee is engaged on an hourly basis only and does not occupy permanent hours or shifts. This can be on an intermittent and/or relieving nature.</p> <p>Casual employees shall be paid at the applicable hourly rate for their classification, plus a loading of 25 per cent in lieu of accruing sick leave and annual leave.</p> <p>Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.</p> <p>A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).</p>

	<p>The services of a casual Employee may be terminated by either the Employee or Garden Village with one (1) day notice or by the payment or forfeiture of one (1) day's salary.</p> <p>Any casual that has worked regular and systematic hours will have the right to request permanent employment at least equal to their current hours in accordance with clause 16.2.</p>
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6.2.1 Garden Village will inform each Employee of their employment type at the time of engagement. Any variation to the employment type will be agreed by both parties in writing.

6.2 Employment Basis

Employees will be employed in one of the employment basis listed in the table below. Garden Village will inform each Employee of their employment basis at the time of engagement. Any variation to the employment basis will be agreed by both parties in writing.

Employment Basis	Description
Permanent	Permanent Employee is an Employee who is engaged on either a full or part time basis on an ongoing basis and with no fixed end date.
Temporary	Temporary Employee is an Employee who is engaged on either a full or part-time basis to work in a position which is temporary in nature for a specified period of time and/or for a specific project, task(s).
Casual	As defined under clause 6.1

6.3 Employment Pathways

6.3.1 Apprentices and Trainees

- a) Apprentice and Trainees means an employee who is serving a period of training under a training contract for the purpose of rendering them fit to be a qualified worker in the industry.
- b) No apprentice or trainee shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.
- c) Base Rates
Unless otherwise agreed, the base rates of pay in the appropriate employment classification for apprentices and trainees shall be the hourly rates of pay set out in Trainee rates in the relevant Modern Award as they vary from time to time.

6.3.2 Supported Wage System

- a) The terms of the Supported wage system provided in the relevant Modern Award as in force from time to time, applies for the purpose of the Agreement.

PART 3 – SALARY AND ALLOWANCES

7. QUANTUM AND TIMING

7.1 Wage Rates

- 7.1.1 Wage rates for classifications covered by this Agreement are outlined in Appendix B of this Agreement, effective from the first full pay period after 1 July 2023.

7.2 Future wage increases

- 7.2.1 This Agreement outlines the wage increases effective from the first full pay period on or after 1 July 2023. The Parties recognise that there are several factors which may influence future increases for the life of the Agreement that are unknown at the time the Agreement was made.
- 7.2.2 In determining any wage offer, the parties will have regard to Aged Care Funding, Consumer Price Index information, Annual Wage Reviews and other Modern Award increases relevant to the aged care industry.
- 7.2.3 Garden Village will ensure the wage increases set under the Agreement for each of the years commencing 1 July 2024 and 1 July 2025 respectively, will be at a minimum, 0.25% higher than the relevant Modern Award increases set out by the Fair Work Commission Annual Wage Review (s.285 of the Act).
- 7.2.4 Garden Village will consult with employees covered by this Agreement regarding future wage offers for 1 July 2024 and 1 July 2025 in the same manner as set out in clause 37 of this Agreement.
- 7.2.5 Garden Village agrees to communicate a wage offer to employees covered by this Agreement on an annual basis, within 15 business days following the Fair Work Commission Annual Wage Review announcement.

8. PAY AND PAYMENT

8.1 Payment of Wages

- 8.1.1 Employees shall have their wages paid by direct deposit or electronic transfer an account with a bank or other financial institution as nominated by the employee on a fortnightly basis.
- 8.1.2 Wages shall be deposited by Garden Village in sufficient time to ensure that wages are available for withdrawal by Employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond Garden Village's control, Garden Village shall not be held accountable for such delay.
- 8.1.3 On pay day each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act.

8.2 Overpayments

- 8.2.1 Where an employee has been overpaid, Garden Village shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the Employee as to the amount of the overpayment and method of such recovery.
- 8.2.2. The Parties to this Agreement acknowledge that Garden Village may only make permitted deductions as defined in s324 of the Act. Garden Village will not make deductions from an employee's pay without prior written authorisation from the employee.
- 8.2.3 The employee will have the right to seek advice from their Union/representative and/or a financial advisor on the validity of the overpayment prior to providing any such authorisation.

8.3 Deductions

If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.

8.4 Remuneration Packaging

8.4.1 Where agreed between Garden Village and an employee, Garden Village may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band.

8.4.2 The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

- a) Garden Village shall ensure that the structure of any package complies with taxation and other relevant laws;
- b) Garden Village shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- c) Garden Village shall advise the employee in writing of his or her right to choose payment of that salary referred to in sub-clause (b) above instead of a remuneration package;
- d) Garden Village shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in sub-clause (e) below shall continue to apply;
- e) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- f) a copy of the agreement shall be made available to the employee;
- g) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- h) the configuration of the remuneration package shall remain in force for the period agreed between the employee and Garden Village;
- i) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised any unused amount shall be paid as salary which will be subject to usual taxation requirements;
- j) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of Garden Village be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;
- k) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then Garden Village and/or the employee must give 3-months' notice of the proposed change;
- l) in the event that an employee ceases to be employed by Garden Village this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- m) any pay increases granted to employees under this Agreement shall also apply to employees' subject to remuneration packaging arrangements within this clause.

9. SUPERANNUATION

9.1 Employer contributions

- 9.1.1 Garden Village will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 9.1.2 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.
- 9.1.3 Garden Village shall make superannuation contributions into an approved fund on a monthly basis.
- 9.1.4 If an employee does not choose a superannuation fund, superannuation contributions will be paid into Garden Village Superannuation Default fund, Health Employees Superannuation Trust of Australia (HESTA).
- 9.1.5 Contributions payable by Garden Village in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.

9.2 Salary Sacrifice to Superannuation

- 9.2.1 An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- 9.2.2 Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- 9.2.3 Garden Village will not use any amount that is salary sacrificed by an employee to count towards Garden Village's obligation to pay contributions under the SG legislation.
- 9.2.4 Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives Garden Village's SG contributions.
- 9.2.5 Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

10. ALLOWANCES

10.1 Travel and related matters

An employee sent for duty to a place other than their regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

10.1.1 Kilometer Allowance

- a) Where an employee is called upon and agrees to use their private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Appendix C to this Agreement.
- b) Unless otherwise stated in this agreement, the payment will be based on the most direct available route between work location.
- c) Unless otherwise stated in this agreement, this allowance will be revised each year in line with movements to the vehicle allowance in clause 15.7(a) of the *Aged Care Award 2010*.

10.1.2 Travel Time Allowance

- a) Where employees are rostered to work at different locations they shall be paid for the time taken to travel via the most direct available route between the locations.

- b) This excludes travel to the first place of work and travel from the last place of work.
- c) Payment for travel time will, at the discretion of Garden Village be at the hourly rate of pay for the time taken to travel between locations.
- d) Where above clause applies, the Employee will accrue towards leave entitlements, up to the maximum entitlement for a full-time Employee, for time taken to travel between locations.

10.1.3 Travel Reimbursement

- a) Where an employee is required to use public transport for travel on official business such Employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- b) No payment shall be made unless Garden Village is satisfied that the Employee has incurred expenditure for such travel.

10.2 Uniform and related matters

10.2.1 Uniform Allocation and return

- a) Employees required by Garden Village to wear a uniform will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees.
- b) Upon termination, an Employee shall return any uniform or equipment or part thereof supplied by Garden Village, which is still in use by the Employee, immediately prior to leaving.

10.2.2 Laundry Allowance

- a) Those who are required to wear uniform will be paid a laundry allowance of \$0.16 per hour.
- b) Laundry allowance shall not be paid:
 - i) During absences on Workers Compensation; Long Service Leave and periods of leave without pay;
 - ii) Personal/Carers leave beyond 3 weeks; and
 - iii) any other absences exceeding one week.

10.2.3 Specialised uniform items

- a) Each employee whose duties require them to work outdoors shall be supplied with over boots and/or raincoats as and when required.
 - i) In lieu of supplying special-type shoes, where required, Garden Village shall pay the employee the weekly allowance set out in Appendix C to this Agreement.
 - ii) In lieu of supplying a cardigan or jacket, where required, Garden Village shall pay the employee the weekly allowance set out in Appendix C to this Agreement.
 - iii) In lieu of supplying stockings or socks, where required, Garden Village shall pay the employee the weekly allowance set out in Appendix C to this Agreement.
- b) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.

10.3 Sleepover Allowance

A sleepover allowance applies when an Employee (other than Nurse and Health Professional classification employee) who is required, and agrees, to sleep overnight at Garden Village's premises in order to be on call for emergencies. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.

10.3.1 Sleepover provisions

- a) The span for Sleepover shall be not less than 8 hours or more than 10 hours on any one night.
- b) No work other than that of an emergency nature shall be required to be performed during any Sleepover.
- c) An Employee rostered for Sleepover will be provided with free board and lodging including a separate room with a bed and use of facilities for each night on which they are required to Sleepover.
- d) An Employee rostered for Sleepover will be paid an allowance per rostered shift equivalent to 2.2 hours of ordinary rate of the employee's classification for each sleepover.

10.3.2 Roster / Shift arrangements

- a) Garden Village may roster an Employee to perform work immediately before and/or immediately after the sleepover period. This is in addition to the Sleepover allowance outlined in clause 10.3.1(d).
- b) No employee shall be required to Sleepover during any part of their rostered days off and/or allocated days off provided.

10.3.3 Work Performance during Sleepover

- a) In the event the Employee on sleepover is required to perform work during the sleepover period, the Employee will be paid for the time worked at overtime rates, with a minimum payment of one (1) hour worked per occasion.
- b) All time worked during any sleepover shall count as time worked and be paid at the ordinary rate of pay plus any applicable shift and weekend penalties (as outlined in clause 18 - Shift and Weekend Work);
- c) If the Employee's total number of hours worked in the week exceeds 38 hours (76 hours in the fortnight), then the excess hours worked in that week (or fortnight), then overtime rates (as outlined in clause 17) will apply.

10.3.4 Rest periods Sleepover

- a) An Employee who performs work during Sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least 8 consecutive hours off duty between these times shall, subject to this sub-clause, be released after completion of such work until they have had 8 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- b) If on the instruction of Garden Village such an employee resumes or continues to work without having such 8 consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

10.4 On Call Allowance

10.4.1 On Call

- a) An employee who, at the request of Garden Village, agrees to be on call and is rostered on call shall be paid the allowance, for each period of 24 hours or part thereof, set out in Appendix C to this Agreement.
- b) An employee on call agrees to make themselves ready and available to return at short notice to work at Garden Village's premises, whilst off duty.

- c) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Appendix C to this Agreement to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in sub-clause 10.4.1(a).
- d) Where an employee on call in accordance with sub-clause 10.4.1(a), leaves the residential aged care facility and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Appendix C to this Agreement.
- e) Clause 10.4.1 does not apply to the Deputy Director of Nursing and Director of Nursing classification (or equivalent position).

10.5 Meal Allowance

10.5.1 Meal Allowance provisions

- a) Garden Village will supply a meal to any Employee who is required to work overtime for more than two hours, and the overtime worked goes beyond 7:00am, 1:00pm and 6:00pm.
- b) In lieu of providing a meal, Garden Village may elect to pay a meal allowance as set out in Appendix C to this Agreement.

10.6 Higher Duties Allowance

10.6.1 Higher Duties arrangements

- a) An Employee, who is called upon to relieve or act in a position of a higher classification, shall be entitled to receive the minimum rate applicable for such higher classification for that period.
- b) This clause shall not apply where:
 - i) the employee of the higher classification is off duty by reason of their ADO as a consequence of working a 38-hour week.
 - ii) where a Director of Care is absent from duty for a period of three working days or less for any reason other than in accordance with 10.6.1(b)(i).
 - iii) where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

10.7 Medication Allowances

10.7.1 Medication Allowance provisions

- a) A payment of \$2.50 per shift will be paid to the nominated Personal Care Assistant rostered to administer medication to residents within the Residential Aged Care Facility.
- b) To be eligible for this additional allowance, the Personal Care Assistant must maintain all mandatory competency training and practical assessments.

11. SALARY PROGRESSION

- 11.1 For the purpose of yearly progression based on service and experience an employee the progression shall be by annual movement for full-time employees and 1786 hours of experience for part-time and casual employees.

11.2 Experience notification requirements

- 11.2.1 From the time of commencement of employment an employee has three months in which to provide documentary evidence to Garden Village detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.

- 11.2.2 Until such time as the employee furnishes any such documentation contemplated in sub-clause 11.2.1, Garden Village shall pay the employee at the level for which proof has been provided.
- 11.2.3 If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, Garden Village shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- 11.2.4 If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said 3-months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to Garden Village.

11.3 Hours worked with other Aged Care Employers

- 11.3.1 An employee who is working in the same classification for more than one organisation shall notify Garden Village within 1-month of the end of each quarter of their hours worked with those other employers in the last quarter.
- 11.3.2 An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within 3-months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience.
- 11.3.3 If the proof is provided outside that three-month period, the employee shall be paid at the - higher rate only from the date that proof is provided.

12. EMPLOYEE CLASSIFICATION

Classifications covered by this Agreement are outlined in Appendix A of this Agreement.

12.1 Classification Review

- 12.1.1 Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may request a review of classification.
- 12.1.2 An application for re-grading by an employee must be made in writing. Garden Village must respond to the request in writing within 3 weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.
- 12.1.3 Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
 - a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
 - b) are permanent or temporary; and/or
 - c) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading)

PART 4 – HOURS, ROSTERS AND BREAKS

13. HOURS

13.1 Arrangement of Hours

The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week and may be arranged as follows:

- 13.1.1 The Employee works 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
- 13.1.2 The Employee works 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
- 13.1.3 The Employee works 152 hours in a 28 calendar- day cycle to be arranged so that each employee shall not work their ordinary hours on no more than 19-days with the twentieth day taken as an accrued paid day off (ADO).
- 13.1.4 The Employee and Garden Village otherwise agreed in writing to an arrangement that meets the needs of both parties.

13.2 Free from Duty

13.2.1 Employees will be free from duty for not less than:

- a) 2 full days in each week
- b) 4 full days in each fortnight
- c) 8 full days in each 28-day cycle.

13.2.2 Where practicable days off will be consecutive.

13.3 Reasonable Additional Hours

13.3.1 All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours.

13.3.2 Subject to clause 17.2, all agreed hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours and paid at ordinary rate.

13.3.3 Part time employees may be asked, but not required, to work a reasonable number of additional hours.

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

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

13.4 Minimum Starts

- 13.4.1 All full-time employees shall receive a minimum payment of 4-hours for each start in respect of ordinary hours of work.
- 13.4.2 With the exception of Community and Home Care Services employees (refer to Schedule 2), a part time employee shall receive a minimum payment of 3 hours for each start, with the exception that where a part time employee works a shift attached to a sleepover, the minimum start will be 2 hours.
- 13.4.3 Casual employees shall receive a minimum payment of 2 hours for each start.

13.5 Rest Periods

- 13.5.1 Unless otherwise stated in this Agreement, an employee must receive the following breaks between shifts:
 - a) 10 hours
 - i) between ordinary rostered shifts, which are not broken shifts; and
 - ii) where reasonable additional hours are worked which are not overtime hours; and
 - iii) where overtime is worked or where broken shifts are worked on successive days.
 - b) 8 hours by mutual agreement after ordinary hours (not overtime).
- 13.5.2 Where the next shift is due to commence before the employee has had their rest period/break, one of the following will apply:
 - a) The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
 - b) If at the request of Garden Village an employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.
 - c) With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving the Garden Village's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The 4-hour minimum payment only applies where overtime is payable for any of the work for which the employee is recalled to perform. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
 - d) An employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
 - e) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Appendix C to this Agreement.

14. ROSTERS

14.1 Roster Arrangements

- 14.1.1 Unless otherwise agreed by the Employee and Garden Village, each rostered shift shall not be greater than 8 hours of work at ordinary time (not including unpaid breaks).
- 14.1.2 An Employee shall not be rostered to work more than seven consecutive shifts unless the Employee requests and Garden Village agrees.

14.2 Roster planning

- 14.2.1 Garden Village shall make available for each employee, in a form accessible to the employee, a roster which includes the following information:
 - a) the ordinary hours of work for each employee;
 - b) each sleepover; and
 - c) ADO's where applicable.

- 14.2.2 The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster.
- 14.2.3 The roster and changes to the roster may be communicated to an employee in a range of ways including: hard copy in a place conveniently accessible to an employee; telephone; direct contact; mail; email; text message.
- 14.2.4 Notwithstanding clause 14.2.2, a roster may be altered at any time:
 - a) so as to enable the service of the organisation to be carried on
 - b) where another employee is un-expectedly absent from duty; or
 - c) in the event of an emergency; or
 - d) in accordance with clause Schedule 2 – Home and Community Support (Community Services), clause 3.3 Client Cancellation; or
 - e) where Garden Village and those employee/s affected agree.

14.3 Broken Shifts

- 14.3.1 Broken shifts for the purpose of this clause means a shift worked by an employee that includes one or more breaks (other than a meal break) totaling not more than four hours and where the span of hours is not more than 12 hours
- 14.3.2 For Aged Care Classifications, a broken shift may only be worked where there is mutual agreement between Garden Village and the employee to work the broken shift.
- 14.3.3 Payment for a broken shift will be at ordinary rate with applicable penalty rates and shift penalties (in accordance with Clause 18.1 Shiftwork), with shift penalties being determined by the commencing time of the broken shift.
 - a) Where a broken shift is worked, an employee shall receive an allowance equivalent to half an hour of their ordinary rate per shift.
 - b) Payment for a broken shift shall be at ordinary rate with penalty rates and shift allowances in accordance with Clause 18 - Shift and Weekend Work.
- 14.3.4 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- 14.3.5 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- 14.3.6 Where a broken shift is worked, an employee shall receive an allowance equivalent to half an hour of their ordinary rate per shift.
- 14.3.7 Payment for a broken shift shall be at ordinary rate with penalty rates and shift allowances in accordance with Clause 18 - Shift and Weekend Work.

14.4 Accrued Days Off

- 14.4.1 An Accrued Day Off (ADO) is available to full time employees who work the relevant hours to accrue an ADO and where a written agreement between Garden Village and the Employee exists shall be entitled to an ADO in each cycle of 28 days.
- 14.4.2 Unless otherwise stated in this Agreement, in order to accrue an ADO, a full time Employee will work eight (8) hours per day for a 19 day month.
- 14.4.3 The ordinary hours of work on each day shall be arranged to include a proportion of one hour (on the basis of 0.4 of one hour) for each 8-hour shift worked which shall accumulate towards the employee's accrued day off duty on pay.
- 14.4.4 In regards to taking an ADO, this shall be determined by mutual agreement between the employee and Garden Village having regard to the needs of the work area.
- 14.4.5 Where Garden Village and the employee agree, up to 5 ADOs may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.

- 14.4.6 Where more than 5 days have been accumulated, Garden Village may require the employee to:
- take the ADO's within 3 months; or
 - be paid out the ADO's at ordinary pay.
- 14.4.7 No time towards an ADO shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave, annual leave or on an ADO.
- 14.4.8 Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers leave. Where an allocated day off duty falls during a period of personal/carers leave, the employee's available sick leave shall not be debited for that day.
- 14.4.9 Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with clause 30 - Public Holidays.
- 14.4.10 An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.
- 14.4.11 By agreement with Garden Village an employee may cash out any accumulated ADO's at ordinary pay.

15. BREAKS

Unless otherwise specified in this Agreement, the following provisions apply in regards to taking a meal breaks.

15.1 Tea Breaks

- 15.1.1 Employees shall be allowed (in addition to meal breaks outlined in 15.2), without deduction of pay, a tea break when rostered:

Time rostered	Tea break	Variations
More than 4 hours but less than 7.6	one ten (10) minute break	15.1.3 (a) 15.1.3 (c)
7.6 hours or more	two ten (10) minute breaks	15.1.3 (a) 15.1.3 (b)

- 15.1.2 Subject to agreement between Garden Village and the Employee, the:
- Tea break may be added to the Employee's meal break (if applicable); or
 - Two 10-minute tea breaks may alternatively be taken as one 20-minute tea break; or
 - Employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time, with the tea break/s counting as working time.
- 15.1.3 The actual time the tea break is taken will be agreed between the Employee and Garden Village.

15.2 Meal Breaks

- 15.2.1 Employees shall not work more than five (5) consecutive hours without a meal break which will be for a minimum of 30 minutes.
- 15.2.2 Where an employee requests in writing, in accordance with the provisions of Clause 31 – Agreement Flexibility and Garden Village agrees, an employee may work up to six hours without a meal break.
- 15.2.3 Meal breaks are not counted as time worked and therefore are unpaid.
- 15.2.4 Notwithstanding the provisions of sub-clause 15.2.1, an Employee required to work in excess of 10 hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between Garden Village and employee.

16. REVIEW OF HOURS

16.1 Part Time employees

- 16.1.1 Hours worked by a part time employee will be reviewed every six months as part of the master roster review.
- 16.1.2 Where the employee is regularly working more than their specified contract hours, with exception of those circumstances outlined in 16.1.2, by agreement the Employee's ordinary hours shall be adjusted and recorded in writing.
- 16.1.3 The hours worked in the following circumstances will not be incorporated in the adjustment:
 - a) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - b) if the increase in hours is as a result of an agreed temporary increase of hours.
 - c) Otherwise stated in this Agreement.

16.2 Casual employees

- 16.2.1 Casual conversion offers and requests are dealt with by the NES.
- 16.2.2 Hours worked by a casual employee will be reviewed every six months.
- 16.2.3 A casual employee will have their hours reviewed every 6 months and Garden Village will make an offer to a casual Employee to convert to full time or part time employment if:
 - a) the Employee has been employed by Garden Village for a minimum of 6 months; and
 - b) during at that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment,
 - c) the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
 - d) Such contract would be based on the average hours worked.
- 16.2.4 Casual conversion will not apply to hours worked where a casual has covered absences of permanent employees that are expected to return to work.
- 16.2.5 Where an offer to convert employment status is not accepted by the Employee, the Employee acknowledges their employment will remain on a casual basis, however may request a subsequent review at any stage.

PART 5 – OVERTIME, SHIFT AND WEEKEND WORK

17. OVERTIME

17.1 Garden Village may require any employee to work reasonable overtime, paid at applicable overtime rates. Garden Village's requirement for an employee to work overtime must be reasonable.

17.2 In determining whether additional hours are reasonable or unreasonable for the purposes of 17.1, the following must be taken into account:

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

17.2 Overtime will apply under the following circumstances:

Full Time Employee	Part Time Employee	Casual Employee
<ul style="list-style-type: none">• works in excess of their ordinary hours; or• works in excess of 10 hours per shift; or• Works in excess of 38 hours per week; or• works on a rostered day off.	<ul style="list-style-type: none">• works in excess of 10 hours per shift; and/or• works in excess of 76 hours per fortnight, where employed by the fortnight; and/or• Works in excess of 38 hours per week; or• works in excess of 152 hours per 4-weekly period, where employed on a 4-weekly basis; and/or• works on a rostered day off.	<ul style="list-style-type: none">• works in excess of 10 hours per shift; and/or• Works in excess of 38 hours per week; or• works in excess of 76 hours per fortnight.

17.3 Overtime will also apply where an employee is deprived of part or their break between shifts as required by clause 13.5 Rest Period.

17.4 Payment for overtime

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

Day	Time worked	Overtime Penalty
Monday - Saturday	First two hours	Time and a half
	Time thereafter	Double time
Sunday	All time Worked	Double time
Public Holidays	All time worked	Double time and a half

- 17.4.1 Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 18 - Shift and Weekend Work.
- 17.4.2 Overtime penalties do not apply to Director of Nursing or Deputy Director of Nursing classification (or equivalent position).
- 17.4.3 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

17.5 Time off in lieu of Overtime

- 17.5.1 An employee and Garden Village may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee on the following bases:
 - a) Time off in lieu of overtime is taken at the equivalent to the overtime payment that would have been made.
 - b) Time off in lieu of overtime must be taken at a mutually agreed time within 4 months after the time it is worked.
 - c) If the time off has not been taken within the period of 4 months, Garden Village must pay the employee for the overtime, in the next pay period following those 4 months, at the overtime rate applicable to the overtime when worked.
 - d) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, Garden Village must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
 - e) Garden Village must maintain records of all time in lieu of overtime owing and taken by employees.
 - f) Employees cannot be compelled to take time off in lieu of overtime and Garden Village cannot be compelled to agree to provide the employee with time off in lieu of overtime.
 - g) A full time employee required to work on a rostered day off, may elect to be paid at overtime rates for all hours worked on that day, or take the equivalent number of hours as time in lieu, on a day which shall be mutually agreed with Garden Village.
 - h) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

18. SHIFT WORK AND WEEKEND WORK

18.1 Shift Work

- 18.1.1 Unless otherwise stated in this Agreement, Employees shall be paid the following penalties, calculated on their ordinary rate, for shifts rostered in accordance with the following:

Shift	Start time commencing		% Rate
Afternoon Shift (1)	At or after 10am	and before 1pm	10%
Afternoon Shift (2)	at or after 1pm	and before 4pm	12.5%
Night Shift (1)	at or after 4pm	and before 4am	15%
Night Shift (2)	at or after 4am	and before 6am	10%

- 18.1.2 Shift allowances are not payable for public holidays which occur during a period of annual leave.
- 18.1.3 Clause 18.1 does not apply to the Deputy Director of Nursing and Director of Nursing classifications (or equivalent position).

18.2 Weekend Work

18.2.1 Unless otherwise stated in this Agreement, Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:

From	To	Penalty Rate
Midnight Friday	Midnight Saturday	Time and one half (1.5)
Midnight Saturday	Midnight Sunday	Time and three-quarters (1.75)

18.2.2 Weekend penalties in clause 18.2.1 shall be in substitution for and not cumulative upon the shift penalties prescribed in clauses 18.1

18.2.4 Weekend penalties are not payable for public holidays which occur during a period of annual leave.

PART 6 – LEAVE AND PUBLIC HOLIDAYS

19. ANNUAL LEAVE

19.1 Annual Leave Entitlements

Employees are entitled to annual leave in accordance with the provisions of the NES. Casual employees have no entitlement to annual leave.

19.2 Accrual of Annual Leave

19.2.1 All employees, other than shift workers, are entitled to 4 weeks paid annual leave for each year of service with Garden Village.

19.2.2 Shift workers are entitled to one additional week of Annual Leave.

19.2.3 The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

19.3 Taking of Annual Leave

19.3.1 An employee is entitled to take an amount of annual leave during a particular period if:

- a) at least that amount of annual leave is credited to the employee; and
- b) Garden Village has authorised the employee to take the annual leave during that period.
- c) In the taking of leave, the employee shall make written application to Garden Village, giving reasonable notice of the desired period of such leave.
- d) Garden Village will utilise its best endeavours to respond to an application for annual leave made by an employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, Garden Village may require more notice and further time in which to approve leave requests.
- e) Annual leave shall be taken in an amount and at a time which is approved by Garden Village subject to the operational requirements of the workplace. Garden Village shall not unreasonably withhold or revoke such approval.

19.4 Payment of Annual Leave

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

19.4.2 An employee going on leave may elect to be paid:

- a) prior to commencing such leave; or
- b) through their normal pay cycle.

19.4.3 Once the leave has commenced the election cannot be changed unless Garden Village agrees.

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

19.5 Annual Leave Loading

19.5.1 In addition to their Annual Leave payment, an employee will be paid the higher of:

- a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5 % of their ordinary rate of pay.
- b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
 - i) annual leave loading of 17.5% of their ordinary rate of pay; or
 - ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

- 19.5.2 The Annual Leave loadings in clause 19.5.1(a) are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 30 - Public Holidays or for purchased additional leave in accordance with clause 20 - Purchased Additional Leave (PAL).

19.6 Excessive accumulated annual leave

If an employee has an excessive leave accrual in accordance with the relevant Modern Award, Garden Village and the employee must seek to confer with the other and genuinely reach agreement on how to reduce or eliminate the excessive leave accrual.

19.7 Cashing out of Annual Leave

- 19.7.1 Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions:

- a) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- b) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Garden Village and the employee; and
- c) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

19.8 Annual Leave and Service

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

19.9 Payment of Annual Leave on Termination

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

20. PURCHASED ADDITIONAL LEAVE (PAL)

- 20.1 Garden Village may offer permanent employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction in their salary over 12 months and within each financial year and is treated as leave without pay.
- 20.2 An employee wishing to purchase additional leave must enter into a written agreement with Garden Village which shall include:
- a) an election at the beginning of each financial year (i.e. at 1 July each year).
 - b) agreement that the employee's salary will be reduced by 1.92% for the period of the agreement; and
 - c) authority for Garden Village to withhold an amount of money, from any monies owing to Garden Village for PAL taken but not accrued by the final pay within the financial year or at termination.
- 20.3 Annual leave entitlements shall be exhausted before the employee's PAL can be accessed.
- 20.4 All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
- 20.5 Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

21. PERSONAL/CARER'S LEAVE

21.1 Personal/Carers Leave Entitlements

- 21.1.1 An Employee, other than a casual Employee, will be granted paid personal leave in accordance with the NES, unless otherwise stated in this Agreement. This clause supplements or deals with matters incidental to the NES.
- 21.1.2 For each year of service with Garden Village, an employee is entitled to 10 days of paid personal/carer's leave.
- 21.1.3 Personal leave will accrue pro rata for part time Employees
- 21.1.4 Casual employees have an entitlement to unpaid personal leave.

21.2 Accrual of Personal/Carers Leave

- 22.2.1 An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

21.3 Taking of Personal/Carers Leave

- 21.3.1 An Employee may take paid personal leave:
 - a) because the Employee is not fit for work because of a personal illness or injury affecting the Employee (sick leave)
 - b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
- 21.3.2 Where a public holiday is observed during any period of personal leave it will not be regarded as part of the personal leave.

21.4 Payment of Paid Personal/Carer's Leave

- 21.4.1 If an employee takes a period of paid personal/carer's leave, Garden Village must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

21.5 Notice and Evidence Requirements

- 21.5.1 For each period of personal leave exceeding three (3) working days, the Employee must, if required by Garden Village, provide Satisfactory Evidence.
- 21.5.2 Garden Village may require Satisfactory Evidence to be provided with respect to any period of personal leave.
- 21.5.3 Evidence will be required for any absence, if the absence is either the working day before or the working day after a rostered day off, paid leave or public holiday.
- 21.5.4 On the production of Satisfactory Evidence in respect of a period or periods of personal leave occurring during a period in which an Employee is taking paid annual leave or long service leave, an Employee is entitled to personal leave instead of annual or long service leave for the period of personal leave as supported by the Satisfactory Evidence.
- 21.5.5 Satisfactory Evidence will be provided to Garden Village at the earliest reasonable opportunity or on the first day back at work, (whichever is earlier) but no later than five days after the occurrence of the personal leave.
- 21.5.6 To be entitled to carer's leave during the period, the employee may be required to give Garden Village as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - a) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or

- b) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.

21.6 Cashing out of Personal/Carers Leave

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

21.7 Unpaid Carer's Leave

- 21.7.1 An employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - a) a personal illness, or personal injury, affecting the member; or
 - b) an unexpected emergency affecting the member.
- 21.7.2 An employee may take unpaid carer's leave as:
 - a) a single continuous period of up to 2 days; or
 - b) any separate periods agreed with Garden Village.
- 21.7.3 An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.

22. COMPASSIONATE/ BEREAVEMENT LEAVE

Employees are entitled to compassionate leave in accordance with the provisions of the NES. Casual employees have no entitlement to paid compassionate leave, but do have an entitlement to unpaid leave.

22.1 Compassionate/Bereavement Leave Entitlements

- 22.1.1 An employee is entitled to two (2) days of paid compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - a) dies, or contracts or develops a life-threatening illness or injury;
 - b) a baby in their immediate family or household is stillborn;
 - c) they have a miscarriage or their current spouse or de facto partner has a miscarriage.
- 22.1.2 In addition to the provisions outlined in 22.1.1, an Employee is entitled to an additional three (3) days paid compassionate leave where employee's spouse or de facto partner dies. This additional provision does not apply to former spouse or de facto partner of the Employee.

22.2 Taking Compassionate/Bereavement Leave

- 22.1.3 An employee may take compassionate leave as a single continuous period or separate periods of 1 day each in agreement with Garden Village.

22.3 Payment for Compassionate/Bereavement Leave

- 22.3.1 If an Employee takes a period of paid compassionate leave, Garden Village must pay the Employee, other than a casual employee, at their base rate of pay for the Employee's ordinary hours of work in the period.

22.4 Notice and Evidence Requirements

- 22.4.1 An Employee must give Garden Village notice of the period, or expected period of the leave that the Employee is (or will be) absent from their employment as soon as reasonably practicable (which may be at a time before or after the leave has started).
- 22.4.2 Garden Village may request and an Employee must provide as soon as reasonably practicable
- a) a medical certificate from a medical practitioner stating that in their opinion the member of the employee's immediate family is suffering from an illness or injury that poses a serious threat to the member's life;
 - b) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the member of the Employee's immediate family.
 - c) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- 22.4.3 A period of compassionate leave does not break an employee's continuity of service and counts as service for all purposes.

23. COMMUNITY SERVICE LEAVE

23.1 Jury Service

Jury service is provided for in accordance with the NES community service leave provisions. This clause provides matters that supplement the NES.

- 23.1.1 An Employee will notify Garden Village as soon as possible of the date upon which they are required to attend for jury service
- 23.1.2 Employees, other than casuals, who are required to attend jury service during their ordinary working hours, will be reimbursed by Garden Village an amount equal to the difference between the amount paid for their attendance for jury service and the amount of the Ordinary Rate, for the first 10 days when absent from work in one or more periods.
- 23.1.3 Where the duration of jury service, in particular jury service summons exceeds 10 days, Garden Village agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- 23.1.4 The Employee will provide Satisfactory Evidence of proof of attendance, the duration of the attendance and the amount received in respect of the jury service.
- 23.1.5 There is no limit on the amount of unpaid jury service leave an employee can take in a 12-month period of employment.

23.2 Voluntary Emergency Services Leave

- 23.2.1 Garden Village supports employees who are members of a recognised emergency management body. In addition to entitlements under the NES, Employees may apply to be released from their work duties to attend a voluntary emergency management activity.
- 23.2.2 An Employee engages in a voluntary emergency management activity only if the Employee:
- a) Is a member of, or has a member-like association with a recognised emergency management body; and
 - b) Engages in an activity that involves dealing with an emergency or natural disaster on a voluntary basis; and
 - c) Has been requested by or on behalf of the body to engage in the activity.

24. LONG SERVICE LEAVE

24.1 Long Service Leave Entitlements

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

24.2 Accrual of Long Service Leave

- 24.2.1 Each employee shall be entitled to pro-rata long service leave after seven (7) years' service;
- 24.2.2 For the purpose of sub-clause 24.2:
- a) service shall mean continuous service with Garden Village Port Macquarie;
 - b) service shall:
 - i) not include any period of leave without pay except in the case of employees who have completed at least 10 years' service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding 6 months taken after 1 June, 1980;
 - ii) include half the period of Long Service Leave taken where an employee elects to take Long Service Leave at half pay in accordance with clause 24.3.5.

24.3 Taking of Long Service Leave

- 24.3.1 An Employee will give Garden Village at least one month's notice of the date from which proposed long service leave shall be taken.
- 24.3.2 Garden Village will approve any long service leave requests as soon as practicable, having regard to the needs of the workplace.
- 24.3.3 On the termination of employment of an employee, Garden Village will pay the employee the monetary value of all long service leave accrued and not taken at the date of such termination at the Employee's ordinary rate at the date of such termination.
- 24.3.4 Where an employee who has a long service leave entitlement, or after having had more than five (5) years' service and less than seven (7) years' service dies, upon request, the monetary value of the leave, will be paid to the employee's personal representative, according to the salary payable to the employee at the time of their death.
- 24.3.5 By agreement, an employee may take long service leave on half the ordinary pay thereby increasing the period of paid leave which can be taken. For example, an employee who is eligible for 13 weeks paid long service leave can take 26 weeks paid long service leave at half their ordinary pay.
- 24.3.6 During a period of long service leave on half the ordinary pay accrual of annual leave and personal/carers leave will be on the basis of half the ordinary hours of work.

25. ADF RESERVE SERVICES LEAVE

- 25.1 Garden Village is committed to supporting Employees who are members of the Australian Defence Force (ADF) Reserves. The following clause offers recognition through special leave conditions and applies to all Employees who have formally advised Garden Village that they are members of the ADF Reserves.
- 25.2 Employees who are members of the ADF Reserves may apply for leave when called for service and for any training to prepare for that service.
- 25.3 When administering leave, Garden Village may request written notification of the ADF Reserve service for the leave being applied for.

25.4 Repatriation Leave

- 25.4.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of twelve months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:
- a) to attend a hospital or clinic or visit a medical officer in that regard;
 - b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
 - c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.
 - d) Employees are to provide Garden Village with documentary evidence as to the attendance prior to the payment of special leave being granted.

26. LEAVE WITHOUT PAY

- 26.1 A permanent employee may request and be granted at the discretion of Garden Village, a period of leave without pay.
- 26.2 The period of leave without pay will not break the continuity of service of the employee, but will not count for the purpose of:
- a) accruing annual leave or personal/carers leave, incremental progression, and public holidays;
 - b) accruing long service leave, except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - c) the qualifying period for paid and unpaid parental leave; and
 - d) the calculation of notice and severance pay in accordance with clause 34 - Termination of Employment and clause 32 - Redundancy.

27. CEREMONIAL LEAVE

- 27.1 Garden Village recognises and values cultural diversity and shall provide the opportunity for Employees to observe days of cultural, ceremonial and/or religious significance.
- 27.2 Where attendance requires time away from work, entitled to up to 10 working days' unpaid leave in any one year, with the approval of Garden Village.
- 27.3 Employees may elect to utilise annual leave or time in lieu where this is accrued. Employees may take the time away from work as leave without pay where all other leave options have been exhausted.

28. NATURAL DISASTER LEAVE

- 28.1 Where a permanent employee is unable to attend work because of a natural disaster, i.e. bushfire or flood, they will be entitled to be paid ordinary pay for the shift they would otherwise have worked on that day.
- 28.2 This entitlement will apply once per calendar year and is not cumulative from year to year.
- 28.3 Garden Village may require the employee to provide evidence to support their claim.

29. FAMILY AND DOMESTIC VIOLENCE LEAVE

The entitlement and obligations in relation to leave to deal with family and domestic violence leave provided in the NES applies for the purpose of the Agreement.

29.1 Clause Objective

Garden Village recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Garden Village seeks to develop a supportive workplace in which victims of family violence can come forward for help and support.

29.2 Definitions

For the purpose of this clause, the following definitions apply:

Definition	Definition and requirements
Family and Domestic Violence	means any violence between family members including current or former partners in an intimate relationship, whenever and wherever the violence occurs. It may include physical, sexual, emotional or financial abuse

29.3 General Measures

- 29.3.1 No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- 29.3.2 Garden Village will identify a contact within the organisation with whom the employee can make contact for the purposes of this clause.
- 29.3.3 Employees experiencing family violence have a right to request flexible working arrangements including changes to working times. Such requests will not be unreasonably refused.
- 29.3.4 Upon receipt of a reasonable request from an employee Garden Village, will, subject to operational requirements facilitate flexible working arrangements, which may include:
 - a) changes to working times and to work location;
 - b) changes to telephone numbers and/or email addresses.
 - c) 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.

29.4 Paid Family and Domestic Violence Leave

- 29.4.1 An employee directly experiencing family violence will have access to five (5) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence. These five (5) days are in addition to the paid leave provisions of the NES.
- 29.4.2 Any leave taken will be paid at the employee's base rate of pay for the hours they would have worked on that day.
- 29.4.3 Should the paid leave provisions be exhausted, the employee may access accruals of paid personal/carers leave.
- 29.4.4 This leave may be taken as consecutive or single days or as a fraction of a day.

29.5 Evidence

An Employee may be required to produce suitable evidence such as documents issued by the police, a court, a medical practitioner, a domestic violence support service, a lawyer or counselling professional or by statutory declaration.

29.6 Personal information

All personal information concerning family violence will be kept confidential in line with the Garden Village's Privacy Policy and relevant legislation.

29.7 Supporting a person experiencing family and domestic violence

An employee who supports a person experiencing family and domestic violence may use their carer's leave, and if exhausted, annual leave and if exhausted unpaid leave to accompany the person on activities related to the family and domestic violence, or to mind the children of the person.

30. PUBLIC HOLIDAYS

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

30.1 Public Holiday Days

30.1.1 For the purposes of this agreement, the following shall be deemed to be public holidays:

- a) New Year's Day;
- b) Australia Day;
- c) Good Friday; Easter Saturday; Easter Sunday; Easter Monday;
- d) Anzac Day;
- e) King's Birthday;
- f) Labour Day;
- g) Christmas Day;
- h) Boxing Day;
- i) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and Local Public Holiday.
- j) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 19.5(a), then the substituted day or part-day is the public holiday.

30.2 Additional Public Holiday

30.2.1 Where, in accordance with clause 30.1.1(i):

- a) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the facility is situated no additional public holiday day is granted by this sub-clause;
- b) no local public holiday is proclaimed and observed within the calendar year and within the area in which the facility is situated a full day will be observed as an Additional Public Holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;
- c) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the facility is situated a full day will be substituted and observed as an Additional Public Holiday to be taken between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.

30.2.2 Garden Village and employees may agree to substitute another day for a public holiday observed at 30.1.

30.3 Public Holiday Arrangements

30.3.1 Garden Village may request an employee to work on a particular public holiday.

30.3.2 The Employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so.

- a) In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act.

- 30.3.3 An employee who, without the consent of Garden Village or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

30.4 Working on a Public Holiday

- 30.4.1 An employee who is requested and agrees to work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties (except broken shift allowances), weekend penalties, as follows:

Employment Status	Payment	Alternative, if elected
Full Time Employees	Time and a Half on all hours worked in addition to the weekly rate.	<ul style="list-style-type: none">• Half-time extra for all time worked; and• One ordinary working day of public holiday annual leave.
Part Time Employees	Time and a half on all time worked. Where the time worked by agreement is less than the normal rostered shift, the balance of the rostered shift will be paid at ordinary pay.	<ul style="list-style-type: none">• Half-time extra for all time worked; and• Equivalent number of hours worked of public holiday annual leave.
Casual Employees	Double time and a half the ordinary rate of pay for casuals for all time worked.	Not applicable

- 30.4.2 The election referred to in subclause 30.4.1 is to be made in writing by the employee at the commencement of each year of employment and may only be changed within that period with the agreement of Garden Village.
- 30.4.3 Where applicable, any accrued Public holiday annual leave should be taken in conjunction with the period of annual leave.
- 30.4.4 This Agreement expressly contemplates that Garden Village will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of Garden Village's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.

PART 7 – WORK LIFE BALANCE AND FAMILY FRIENDLY PROVISIONS

31. AGREEMENT FLEXIBILITY

- 31.1 Garden Village and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement.
- 31.2 The agreement deals with one or more of the following matters:
- a) arrangements about when work is performed;
 - b) overtime rates;
 - c) penalty rates;
 - d) allowances.
- 31.3 The arrangement meets the genuine needs of Garden Village and employee in relation to one or more of the matters as outlined in 31.2; and
- 31.4 the arrangement is genuinely agreed to by Garden Village and employee.
- 31.5 Garden Village must ensure that the terms of the individual flexibility arrangement
- a) are about permitted matters under section 172 of the Fair Work Act 2009; and
 - b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 31.6 Garden Village must ensure that the individual flexibility arrangement:
- 31.7 Garden Village must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- a) is in writing; and
 - b) includes the name of Garden Village and employee; and
 - c) is signed by Garden Village and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d) includes details of:
 - i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii) how the arrangement will vary the effect of the terms; and
 - iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - iv) states the day on which the arrangement commences.
- 31.8 Garden Village or employee may terminate the individual flexibility arrangement:
- a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - b) if Garden Village and employee agree in writing—at any time.

32. REQUEST FOR FLEXIBLE WORKING ARRANGEMENTS

- 32.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- 32.2 In the following are the circumstances:
- a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - c) the employee has a disability;
 - d) the employee is 55 or older;
 - e) the employee is pregnant;
 - f) the employee is experiencing family and domestic violence; or
 - g) the employee provides care or support an immediate family or household, who is experiencing violence from the member's family.

- 32.3 The employee is not entitled to make the request unless the employee has completed at least 12 months of continuous service with Garden Village immediately before making the request.
- 32.4 Requests for flexible working arrangements must be in be in writing, explain what changes are being asked for and the reasons for the requested change.
- 32.5 Garden Village will discuss and give genuine consideration to all requests.
- 32.6 Garden Village must give the employee a written response to the request within 21 days, stating whether Garden Village grants or refuses the request.
- 32.7 Garden Village may refuse the request on reasonable business grounds, after genuinely try to reach agreement on alternative arrangements to accommodate the employee's circumstances and considered the consequences for refusing the employee's request.

32.8 **Casual employees**

- 32.8.1 A casual employee can request flexible work arrangements if:
 - a) they meet one of the criteria's outlined in 32.2 and
 - b) the employee has been working for Garden Village regularly and systematically for at least 12 months; and
 - c) there's a reasonable expectation of continuing work with Garden Village on a regular and systematic basis.

33. **WORKLOAD MANAGEMENT**

- 33.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- 33.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - c) If a solution still cannot be identified and implemented, the matter should, where possible be referred to management for further discussion.
 - d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
 - e) At each of the steps above the parties should aim to agree on a reasonable time frame for response
- 33.3 Workload management must be an agenda item at meetings of employees on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
 - a) Clinical assessment of residents' needs;
 - b) The demand of the environment such as facility layout;
 - c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
 - d) The requirements of nurse regulatory legislation;
 - e) Reasonable workloads;
 - f) Accreditation standards;
 - g) Replacement of employees on leave; and
 - h) Budgetary considerations.

- 33.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 44 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

34. PARENTAL LEAVE

Parental Leave is provided for in the NES. This clause applies to full time, part time, and eligible casual Employees but does not apply to other casual Employees.

34.1 Definitions

For the purpose of this clause, the following definitions apply:

Definition	Definition and requirements
Child	a child of the Employee. For the purposes of Adoption Leave child means a child who is placed with the Employee for the purposes of adoption, other than a child or step-child of the Employee or of the spouse of the Employee, or a child who has lived continuously with the Employee for a period of six (6) months or more.
Continuous service	Means a period during which the Employee is employed by Garden Village on a regular and systematic basis (excluding any period of unauthorised absence or unpaid leave).
Eligible Employee	An Employee who has had 12 months continuous service. Eligible Casual A casual Employee who: <ul style="list-style-type: none"> has been employed by Garden Village on a regular and systematic basis for a sequence of periods during a period of at least 12 months; and has, but for the pregnancy or decision to adopt, a reasonable expectation of continuing employment with Garden Village on a regular and systematic basis.
Spouse	Includes a de facto or former spouse, with the exception of Adoption Leave where spouse does not include a former spouse.
Primary Carer	For the purposes of this Agreement the term Primary Carer refers to the person who has responsibility for providing care and meets the primary needs for a newborn or adopted child.
Secondary Carer	For the purposes of this agreement the term Secondary Carer refers to partner or spouse of the Primary Carer
Intended Parent	An Employee who will be the primary or secondary carer of a child adoption process.

34.2 IVF Treatment Leave

- 34.2.1 In addition to the personal leave provisions, an Employee who presents a medical certificate from a doctor stating they are undergoing IVF treatment (or is supporting a partner/spouse undergoing IVF treatment) will have access to up to 16 hours (in total) of paid leave (per annum) to attend the routine medical appointments associated with the treatment.
- 34.2.2 Leave may be taken as part or full days.
- 34.2.3 Evidence must be provided to cover each absence.

34.3 Ante Natal Leave

- 34.3.1 In addition to the personal leave provisions, an Employee who presents a medical certificate from a doctor or a letter from a registered midwife stating they are pregnant will have access to paid leave up to 8 hours (in total) per pregnancy to enable the Employee to attend medical appointments or midwifery appointment associated with the pregnancy.

34.3.2 Evidence must be provided to cover each absence.

34.4 Basic Entitlement

34.4.1 After 12 months continuous service, an Employee is entitled to a total of 52 weeks unpaid parental leave in relation to the birth or adoption of their child in accordance with the NES.

34.4.2 An eligible Employee is entitled to:

- a) Parental Leave (primary carer) in connection with the birth of a child of the Employee.
- b) Partner Leave (secondary carer) in connection with the birth of a child of the Employee's spouse/partner.
- c) Adoption leave in connection with the placement of a child with the Employee for adoption.

34.4.3 An Employee may in lieu of or in conjunction with leave under this clause, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 52 weeks or a longer period as agreed between Garden Village and Employee.

34.4.4 An Employee may apply to Garden Village to change their period of Parental Leave in accordance with the NES. Any such change is to be notified as soon as possible, but no less than four (4) weeks prior to the commencement of the changed arrangements.

34.4.5 The Employee may request Garden Village to extend the period of unpaid parental leave by a further continuous period of leave not extending 12 months.

34.5 Parental Leave Paid Entitlements

34.5.1 Employees who are eligible for, and take a period of Parental Leave as primary carer, in accordance with this Agreement, shall be entitled to 12 weeks' paid leave.

34.5.2 An Employee may request the option to be paid the leave at half pay over 24 weeks.

34.5.3 Parental leave may be taken in conjunction with other accrued paid leave entitlements (annual leave or long service leave) or unpaid leave, provided that the total amount of leave for each pregnancy/adoption does not exceed the NES entitlements or 104 weeks, whichever is the greater.

34.6 Partner Leave Paid Entitlements

34.6.1 Employees who are eligible for, and take a period of Partner leave as secondary carer, shall be entitled to four (4) weeks' paid leave.

34.6.2 An Employee may request the option to be paid the leave at half pay over 8 weeks.

34.7 Notification Requirements

34.7.1 An Employee must notify Garden Village at least ten (10) weeks prior to commencing parental/adoption or partner leave.

34.7.2 The Employee must confirm their parental leave dates with Garden Village at least four (4) weeks prior to commencing leave.

34.7.3 When the Employee provides notice the Employee must also provide a medical certificate from a registered medical practitioner confirming the Employee is:

- a) pregnant and include the expected date of birth; or spouse/partner is pregnant, their name and the expected date of birth, or states the date on which the birth took place; and
- b) When the Employee provides notice that their spouse/partner is pregnant, except in relation to leave taken simultaneously with the child's mother, the Employee may be required to provide a statutory declaration stating:
 - i) the Employee will take that period of Partner Leave to become the primary care-giver of a child;

- ii) particulars of any period of maternity leave sought or taken by the Employee's spouse; and
- 34.7.4 An Employee will not be in breach of this clause if failure to give the stipulated notice is due to the birth of the child is earlier than expected or for any other compelling circumstances.
- 34.7.5 An Employee who is pregnant may commence Parental Leave at any time within six (6) weeks immediately prior to the expected date of birth, unless otherwise agreed between the Employee and Garden Village.
- 34.7.6 Where an Employee who is pregnant continues to work within the six (6) week period immediately prior to the expected date of birth, or where the Employee elects to return to work within six (6) weeks after the birth of the child, Garden Village may require the Employee to provide a medical certificate stating they are fit to work normal duties.

34.8 Special Maternity Leave

- 34.8.1 Where an Employee who is pregnant is unable to attend work due to pregnancy related illness, the Employee is eligible for unpaid special maternity leave. The Employee may elect to utilise other paid leave entitlements, including personal (sick) leave.
- 34.8.2 Where the pregnancy ends after 20 weeks because of a miscarriage, termination or stillbirth, an Eligible Employee will be entitled to up to six (6) weeks paid leave.
- 34.8.3 The aggregate of paid and unpaid special maternity leave must not exceed 52 weeks.
- 34.8.4 Where leave is taken, an Employee may return to work at any time, as agreed between Garden Village and the Employee.

34.9 Transfer to a Safe Job

- 34.9.1 An Employee who is pregnant (including an Employee who is not entitled to parental leave) who, in the opinion of a registered medical practitioner it is inadvisable for the Employee to continue at her present work due to:
 - a) illness or risk arising out of the pregnancy; or
 - b) hazards connected with the work assigned to the Employee will, if an appropriate safe job is available, be transferred to a safe job for the risk period.
- 34.9.2 An Employee who is transferred to a safe job will receive the same rate of pay and entitlements as attached to the Employee's usual job.
- 34.9.3 If there is no appropriate safe job available, the Employee is entitled to take paid 'no safe job' leave for the risk period.
- 34.9.4 Any period of "paid no safe job leave" shall be deducted from the employee's entitlement to paid parental leave outlined in clause 34.5.
- 34.9.5 The risk period ends when the:
 - a) Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
 - b) Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child. whichever comes first.

34.10 Pre-Adoption Leave

- 34.10.1 An Employee who is an intended parent of an adoption process is entitled up to 8 hours (in total) of paid pre-adoption leave to attend any interviews or examinations required in order to obtain approval for the Employee's adoption or permanent care placement of a child.

34.11 Adoption Leave

- 34.11.1 Before commencing adoption leave, an Employee will provide Garden Village with a statutory declaration stating:
 - a) the Employee is seeking adoption leave to become the primary care-giver of the child;

- b) particulars of any period of adoption leave sought or taken by the Employee's spouse; and
- 34.11.2 The Employee will notify Garden Village at least ten (10) weeks in advance of the date of commencement of adoption leave and the period of leave to be taken.
- 34.11.3 An Employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the Employee, the adoption of a child takes place earlier.
- 34.11.4 Garden Village may require an Employee to provide confirmation from the appropriate government authority of the placement.
- 34.11.5 Where the placement of a child for adoption with an Employee does not proceed or continue, the Employee will notify Garden Village immediately and Garden Village will nominate a time not exceeding four (4) weeks from receipt of notification for the Employee's return to work.
- 34.11.6 An Employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

34.12 Replacement Employees

- 34.12.1 A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred, as a result of an Employee proceeding on parental leave. Before Garden Village engages a replacement Employee Garden Village must inform that person of the temporary nature of the employment and of the rights of the Employee who is being temporarily replaced.

34.13 Communication during parental leave

- 34.13.1 Where an Employee is on parental leave Garden Village shall take reasonable steps to make information available in relation to any change that may have a significant effect the position the Employee held before commencing parental leave. The Employee shall notify Garden Village of changes of address or other contact details which might affect Garden Village's capacity to comply with this clause.

34.14 Right to request

- 34.14.1 To assist an Employee to reconcile their work and parental responsibilities an Employee entitled to Parental Leave has the right to request to:
 - a) extend the period of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - b) return from a period of parental leave on a part-time basis.
- 34.14.2 The Employee's request and Garden Village's decision made under this clause must be recorded in writing.

34.15 Returning To Work After Parental Leave

- 34.15.1 An Employee will notify of their intention to return to work after a period of parental leave at least six (6) weeks prior to the expiration of the leave.
- 34.15.2 An Employee will be entitled to return to the position which they held immediately before proceeding on parental leave. In the case of an Employee transferred to a safe job pursuant to clause 34.9, the Employee will be entitled to return to the position they held immediately before such transfer.
- 34.15.3 Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to return to a position as nearly comparable in status and pay to that of their former position.

PART 8 – WORK HEALTH, SAFETY AND WELLBEING

35. AMENITIES

- 35.1 The minimum standards as set out in all relevant Work Health and Safety legislation shall be met in the provision of amenities to employees.
- 35.2 Such amenities may include:
- a) change rooms and lockers;
 - b) meal room;
 - c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
 - d) rest room;
 - e) washing and bathing facilities;
 - f) sanitary conveniences; and
 - g) safe and secure workplace.
- 35.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.
- 35.4 Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer Garden Village and an employee representative where practicable, otherwise by any two officers appointed by Garden Village for that purpose.

36. BULLYING AND HARASSMENT

- 36.1 Parties to this agreement acknowledge a shared commitment to the provision of a safe, flexible and respectful workplace, free from all forms of bullying and harassment, where everyone is required to treat each other with dignity, courtesy and respect.
- 36.2 In achieving this objective, Garden Village shall have in place a Bullying & Harassment Policy and Procedure that aligns with relevant legislation and ensure that everyone complies with its terms and conditions.

PART 9 – CONSULTATION AND DISPUTE RESOLUTION

37. CONSULTATION

37.1 Introduction of major workplace change

37.1.1 Notification of Change

- a) Where Garden Village proposes to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, Garden Village must notify the employees and their representatives who may be affected by the proposed changes and their representatives, if any, which may be the union.
- b) Significant effects include termination of employment; major changes in the composition, operation or size of Garden Village'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.

37.1.2 Employer to discuss change

- a) Garden Village must discuss with the employees and their representatives affected and their representatives, if any, the introduction of the changes referred to in clause 37.1.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- b) The discussions must commence as early as practicable after a definite decision has been made by Garden Village to make the changes referred to in clause 37.1.1.
- c) For the purposes of such discussion, Garden Village must provide in writing to the employees concerned and their representatives, if any, which may be the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that Garden Village is not required to disclose confidential information the disclosure of which would be contrary to Garden Village's interests.

37.2 Consultation regarding changes to regular rosters or ordinary hours of work

37.2.1 Where Garden Village proposes to change an employee's regular roster or ordinary hours of work, Garden Village must:

- a) provide information about the change to the employee or employees and their representatives affected; and
- b) invite the employee or employees and their representatives affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
- c) consider any views given by employees about the impact of the change.

37.2.2 Garden Village or employee may appoint a representative for the purposes of this clause. The identity of the representative must be advised to the other party.

37.2.3 The obligations under 37.2.1 shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to Clause 13 - Hours and Clause 14 - Rosters.

37.2.4 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.

- 37.2.5 This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

37.3 The Consultative Team

- 37.3.1 Where a majority of employees covered by this agreement votes in a secret ballot to support the establishment of a consultative team, Garden Village will facilitate its establishment.

- 37.3.2 In order to trigger a vote under, a petition bearing the names of at least 20% of employees in the workplace will be presented to Garden Village.

37.3.3 Composition

- a) The consultative team will comprise up to three (3) employee representatives elected by the employees, (which may include union delegates); and
 - b) up to three (3) representatives nominated by Garden Village.
 - c) Where a representative is unable to attend they may nominate another person.
- 37.3.4 The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- 37.3.5 The consultative team may discuss issues in or in connection with:
- a) Clause 37 - Consultation;
 - b) Clause 33 - Workload Management; and
 - c) other issues as agreed by the team.
- 37.3.6 Members of the Consultative Team may request information relevant to the issues in clause 37.3.5, provided that such information does not require Garden Village to disclose commercially confidential information.

38. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 38.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means those included within Clause 2.2 – Parties Bound.
- 38.2 This dispute resolution procedure will apply to disputes about any matter
- 38.3 Garden Village or employee may appoint another person, organisation or association [e.g. Union or the Aged & Community Care Providers Association (ACCPA)] to accompany and/or represent them for the purposes of this clause.
- 38.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:
- a) the employee and his or her supervisor discussing the matter; and
 - b) if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).
- 38.5 If a dispute is unable to be resolved at the workplace, in accordance with subclause 38.4, a party to the dispute may refer the matter to the FWC or other appropriate statutory tribunal.
- 38.6 The parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including:
- a) mediation, conciliation and, with the exception of disputes arising under clause 33 – Workload Management; and
 - b) arbitration, for disputes arising under clause 33 – Workload Management, only with the agreement of the parties.
- 38.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable Work Health and Safety legislation, an employee must not unreasonably fail to comply with a direction by Garden Village to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

PART 10 – EMPLOYEE ENGAGEMENT AND DEVELOPMENT

39. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 39.1 Garden Village may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 39.2 Garden Village may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 39.3 Any direction issued by Garden Village pursuant to sub-clauses 39.1 and/or 39.2 shall be consistent with Garden Village's responsibility to provide a safe and healthy working environment for employees, and Garden Village's duty of care to residents and/or clients.
- 39.4 Where Garden Village has decided there is no longer a requirement for a Deputy Director of Nursing or an Assistant Director of Nursing to be appointed in a workplace, Garden Village shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management employees, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

40. ATTENDANCE AT MEETINGS

- 40.1 Wherever possible, Garden Village will hold meetings within the employee's ordinary hours. Any employee required by Garden Village to attend meetings outside the employee's ordinary hours shall be entitled to receive their base rate of pay for the minimum hours of work.

41. TRAINING

- 41.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.
- 41.2 Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- 41.3 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
 - a) Employees shall attend training outside their normal rostered working hours when required to do so by Garden Village;
 - b) Garden Village shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 - c) Notwithstanding Clause 17 - Overtime, attendance at such training shall be paid ordinary rate for the period of training.
 - d) Garden Village requiring an employee to attend training shall also pay to the employee ordinary rate for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
 - e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Appendix B to this Agreement.
 - f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least 10 hours off-duty before or after training and the end or beginning of their shift.
 - g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.

- h) Notwithstanding sub-clause 13.3 Minimum Starts, Clause 17 - Overtime will not apply where attendance at such training is outside the normal rostered working time of part-time and casual employees and where it interrupts the applicable 8 or 10-hour break between shifts.
- 41.4 Upon termination of the employee's employment Garden Village shall provide to the employee a written statement of the hours of training attended by the employee.
- 42. CONTINUING PROFESSIONAL DEVELOPMENT (CPD)**
- 42.1 Garden Village commits to the professional development of employees where it is within the scope of the employee's role and is deemed to meet the needs of Garden Village.
- 42.2 Garden Village will assist to facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.
- 43. DISCIPLINARY MATTERS**
- 43.1 In all dealings with employees, which may lead to a disciplinary outcome, including termination, Garden Village commits to the principles of procedural fairness, natural justice and the right to a support person.
- 43.2 An employee required to attend a disciplinary meeting will be entitled to ordinary rate for the duration of meeting.

PART 11 – SEPARATION OF EMPLOYMENT

44. TERMINATION OF EMPLOYMENT

- 44.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, Garden Village will:
- a) inform the employee that the termination of their employment is being considered;
 - b) advise the employee of the reasons for termination; and
 - c) provide the employee with an opportunity to show cause why their employment should not be terminated.
- 44.2 An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a support person present. The support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 44.3 Subject to subclauses 44.4 to 44.9, employment, other than the employment of a casual, will be terminated by Garden Village or the employee only on the provision of the applicable notice as set out in clause 44.10, or by the payment by Garden Village, or forfeiture by the employee, of wages in lieu of notice.
- 44.4 Garden Village may, without notice, summarily dismiss an employee at any time for serious misconduct or willful disobedience. Payment is up to the time of dismissal only.
- 44.5 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 44.6 In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise Garden Village to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should Garden Village not receive such an authorisation from the employee and make the applicable deduction in whole, Garden Village may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.
- 44.7 The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of Garden Village, for example, because of a repudiatory breach of the employment contract by Garden Village.
- 44.8 In respect of the requirement for Garden Village to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the Fair Work Act 2009.
- 44.9 Except in the case of summary dismissal, it is the intention of this clause that both Garden Village and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect.

44.10 Notice of termination

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- 44.10.1 Employees (other than casuals) aged 45 years or older will be entitled to an additional 1 weeks' notice, if the employee has completed at least 2 years' continuous service for Garden Village.
- 44.10.2 Casuals are to be given notice to the end of the current shift worked.

44.11 Termination payment

- 44.11.1 Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within 5 working days.

45. ABANDONMENT OF EMPLOYMENT

- 45.1 Where an employee is absent from work for a continuous period of 3 working days without the consent of Garden Village, and without notification to Garden Village, Garden Village shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for their absence within 3 days of the receipt of such a request, the Employee will be considered to have abandoned employment.
- 45.2 Where by the Employee's employment is terminated at Garden Village's initiative in accordance with 45.1, Garden Village shall provide notice of termination in accordance with the National Employment Standards (NES).

46. REDUNDANCY

- 46.1 Redundancy occurs where Garden Village has made a definite decision that Garden Village no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.
- 46.2 Unless the FWC subsequently orders otherwise pursuant to sub-clause 46.4, where the employment of an employee is to be terminated for the reason set out in sub-clause 46.2, Garden Village shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

Minimum Years of Service	Retrenchment Pay	
	Employees under 45 years of age	Employees 45 years and over
1 year or less	Nil	Nil
1 year and less than 2 years	4 weeks	5 weeks
2 years and less than 3 years	7 weeks	8.75 weeks
3 years and less than 4 years	10 weeks	12.5 weeks
4 years and less than 5 years	12 weeks	15 weeks
5 years and less than 6 years	14 weeks	17.5 weeks
6 years and over	16 weeks	20 weeks

- 46.3 Weeks' pay' means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- a) shift and weekend penalties as prescribed in clause 18 - Shift and Weekend Work;
 - b) broken shift allowance as prescribed in clause 14.5 - Broken Shifts;
 - c) sleepover allowance as prescribed in clause 10.3 - Sleepovers;
- 46.4 Subject to an application by Garden Village and further order of the FWC, Garden Village may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 46.3. The FWC shall have regard to such financial and other resources of Garden Village concerned as the FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in sub-clause 46.3 will have on Garden Village.
- 46.5 Provided that where a Deputy Director of Nursing has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 46.3 and Garden Village may not make application to the FWC under this sub-clause.

PART 12 – UNION MATTERS

47. DELEGATES

- 47.1 Garden Village recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 47.2 Garden Village will recognise one delegate from the HSU New South Wales Branch and one delegate from New South Wales Nurses and Midwives' Association upon receipt of written notification from each of the respective Unions.
- 47.3 A delegate will be provided with reasonable access to telephone, internet, email, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

48. UNION TRAINING AND OTHER RELATED MATTERS

- 48.1 Delegates will be released from work to attend union business in accordance with the following:
 - a) up to 5 days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - b) up to 3 days leave to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
- 48.2 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 48.3 A minimum of 4 weeks' written notice, or less by agreement, must be provided to Garden Village of a request to attend such union business. The notice must specify the time and nature of the union business, and subject to operational requirements
- 48.4 Garden Village shall not unreasonably refuse such a request.

SCHEDULE 1 – NURSING STAFF

1. Coverage

This Schedule covers those employed in Nursing classifications as outlined in Appendix A of this Agreement.

2. Handover

Garden Village will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents' health status.

3. Allowance

3.1 Continuing Education Allowance

- 3.1.1 A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause
 - 3.1.2 The qualification must be accepted by Garden Village to be directly relevant to the competency and skills used by the employee in the duties of the position.
 - 3.1.2 The allowance is not payable to
 - a) Deputy Directors of Nursing or Directors of Nursing classification (or equivalent position) unless it can be demonstrated to the satisfaction of Garden Village that more than fifty per cent of the employee's time is spent doing clinical work.
 - b) Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
 - 3.1.3 A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
 - 3.1.4 The employee claiming entitlement to a continuing education allowance must provide evidence to Garden Village that they hold that qualification.
 - 3.1.5 A registered nurse who holds a relevant:
 - a) postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by Garden Village to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Appendix C of this Agreement.
 - b) postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by Garden Village to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Appendix C of this Agreement.
 - c) master's degree or doctorate in a clinical field that is accepted by Garden Village to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Appendix C of this Agreement.
 - 3.1.6 A enrolled nurse who holds a relevant relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by Garden Village to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Appendix C of this Agreement.
- #### **3.2 In-charge Allowance (Registered Nurse only)**
- 3.2.1 A registered nurse who is designated by Garden Village to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Appendix C.

- 3.2.2 A registered nurse who is designated by Garden Village to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to their appropriate salary, the per shift allowance set out in Appendix C.
- 3.2.3 This clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

SCHEDULE 2 – HOME AND COMMUNITY SUPPORT (COMMUNITY SERVICES)

1. Coverage

This Schedule covers those employed in Home and Community Support positions employed within the Community Services team.

2. Definitions

For the purposes of this Appendix, the following definitions apply:

Term	Definition
Community Direct Care employee	Means an employee who works in the position of Community Support Worker and provides direct care and support to the employee.
Day Worker	Means a Community Direct Care employee who regularly works between 6am and 6pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6am and 6pm Monday to Friday.
Shiftworker	A shiftworker is a Community Direct Care employee who works shifts in accordance with clause 3.5.
24-hour care	A shift that 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. The employee is required to provide a total of no more than 8 hours of care during this period.

3. Hours of Work

3.1 Minimum Start

Employees shall receive a minimum payment of 2 hours for each engagement.

3.2 Meal Break

Clause 15.2 of this Agreement will apply, except where a Community Direct Care employee is required by Garden Village to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at ordinary rate.

3.3 Review of hours

- 3.3.1 In addition to those matters covered in clause 16 of this Agreement, changes to hours for Community Direct Care employees may be affected by:
- a) client numbers;
 - b) client preferences for services including their ability to choose particular care workers; and
 - c) continuity of funding.
- 3.3.2 Garden Village will not unreasonably refuse to change the hours of a Community Direct Care employee based on the circumstances in 3.3.1, unless there is an imminent change to any of those circumstances.

3.4 Broken Shifts

- 3.4.1 A broken shift means a shift worked by a Community Direct Care employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours.
- 3.4.2 Broken shifts will be identified as such on the roster and will be assigned to one employee to work all parts of that shift.

- 3.4.3 Travel time between engagements does not constitute a break in a shift and is not considered to be a broken shift.
- 3.4.4 An employee required to work a broken shift with:
- a) one unpaid break, will be paid a broken shift allowance of 1.7% of the standard rate as defined by the *Social, Community, Home Care and Disability Services Industry Award*; or
 - b) two unpaid breaks, will be paid a broken shift allowance of 2.25% of the standard rate as defined by the *Social, Community, Home Care and Disability Services Industry Award*.
- 3.4.5 Short shifts (of minimum duration) may be offered in any one day and may be taken up by different employees or only one employee, if so desired. This does not constitute a “broken shift” and the provisions of this clause will not apply.
- 3.4.6 Broken shift allowance rates as at 1 July 2023 are listed in Appendix C of this Agreement.

3.5 Client Cancellations

In the event a client cancels a home care or disability care service, Garden Villager may:

- 3.5.1 Cancel the rostered shift or the affected part of the shift. Part time and full time employees employee will be entitled to receive payment for their minimum specified hours on that day;
- 3.5.2 Direct the employee to perform other work during those hours in which they were rostered; or;
- 3.5.3 Direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period, based on the following:
- a) the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service.
 - b) the employee is provided with 7 days’ notice of the make-up time, unless otherwise agreed with the employee;
 - c) An employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
 - d) This time may be made up working with other clients or in other areas of the Garden Village’s business providing the employee has the skill and competence to perform the work.

3.5 Shift work

Where an employee is engaged in shift work will be paid the shift allowance rates calculated on their ordinary rate.

Shift	Any shift that finishes		Rate
Afternoon Shift	after 8.00 pm	at or before 12 midnight	12.5%
Night shift	after 12 midnight	or commences before 6.00 am Monday to Friday	15%

3.6 Weekend work

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

From	To	Penalty Rate
Midnight Friday	Midnight Saturday	Time and one half (1.5)
Midnight Saturday	Midnight Sunday	Double Time (2)

- 3.6.2 A casual employee will be paid the casual loading in addition to the Saturday and Sunday rates at clause 3.6.1

4. Allowances

4.1 Phone Allowance

An allowance of \$5 per week will be paid to Community Direct Care employee for using their own phone for work purposes. The allowance does not apply when on paid or unpaid leave.

4.2 Vehicle and Transport Allowance

4.2.1 Kms reimbursement

Where a Community Direct Care employee is required to use their own vehicle for approved work related purposes, a kilometre reimbursement allowance of \$1 per kilometer will be paid.

4.2.2 Transport Subsidy Allowance

- a) An allowance of \$150 per annum will be paid to Community Direct Care employee to offset extra wear and tear brought about by transporting clients and special equipment such as wheelchairs, or to offset costs associated with obtaining the necessary insurances and other compliance documents.
- b) In relation to the payment of the allowance reference in clause 4.2.2:
 - i) Paid on a pro-rata basis, based on the previous 12 months hours worked, and;
 - ii) Subject to the Community Direct Care employee providing Garden Village with the following documents:
 - copy of their current drivers licence;
 - copy of their comprehensive care insurance;
 - copy of their current car registration.

5. Remote Work

5.1 For the purpose of this clause, **remote work** means the performance of work by an employee at the direction of, or with the authorisation of, Garden Village that is:

- a) not part of their ordinary hours of work rostered
- b) not additional hours worked by a part-time employee or overtime contiguous with a rostered shift; and
- c) not required to be performed at a designated workplace.

5.2.1 Minimum payments for remote work

5.2.2 Where an employee has been directed to be on call and performs remote work, the employee will be paid for the time spent performing remote work, with the following minimum payments applying:

Any shift that finishes	Minimum payment
between 6.00am and 10.00pm	15 minutes ordinary rate
10.00 pm and 6.00 am	30 minutes ordinary rate

5.2.3 Where an employee is not on call but has been directed to perform remote work, a minimum payment of one hour's pay.

5.2.4 Where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.

5.2.5 Any time worked continuously beyond the minimum payment period outlined in 5.2.2 and 5.2.4 will be rounded up to the nearest 15 minutes and paid accordingly.

5.2.6 Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.

5.2.7 Telephone Recall Provision

- a) Further, a minimum of one hours pay at the appropriate overtime rate will be paid, in addition to the on call allowance, for the first disturbance (or any subsequent telephone attendances) where the on call employee receives a telephone enquiry or enquiries but can resolve the matter appropriately without the need for returning to the workplace.
- b) Subsequent disturbances, in excess of a total of one hours duration (cumulative time spent on such telephone attendances), during the on-call period shall be compensated at overtime rates for the actual time taken in answering and dealing with the calls.

SCHEDULE 3 – HEALTH PROFESSIONALS

Where provisions in this Agreement and Schedule are less favourable, the Health Professionals and Support Services Award 2020 provisions will apply.

1. Coverage

This schedule covers those employed in Health Professional classifications as outlined in Appendix of this Agreement.

2. Shift Work

- 2.1 For the purpose of this clause, a Health Professional is a shift worker if they are regularly rostered to work their ordinary hours outside the ordinary hours of 6am to 6pm, Monday - Friday.
- 2.2 Where the ordinary rostered hours of work of a Health Professional, who is a shift worker, finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the employee will be paid an additional loading of 15% of their ordinary rate of pay

APPENDIX A – CLASSIFICATION DESCRIPTIONS

The classification criteria in this schedule provide guidelines to determine the appropriate classification level of persons employed pursuant to this agreement.

Direct Care Classifications (Aged Care)

GV Direct Care - Grade 1
<p>An employee at this level is employed in a Direct Care role and has:</p> <ul style="list-style-type: none"> • is capable of prioritising work within established routines, methods and procedures; • is responsible for work performed with a limited level of accountability or discretion; • works under limited supervision, either individually or in a team; • possesses sound communication skills; and • requires specific on-the-job training and/or relevant skills training or experience.
GV Direct Care - Grade 2
<p>An employee at this level is employed in a Direct Care role and has:</p> <ul style="list-style-type: none"> • is capable of prioritising work within established routines, methods and procedures • is responsible for work performed with a medium level of accountability or discretion • works under limited supervision, either individually or in a team • possesses sound communication and/or arithmetic skills • requires specific on-the-job training and/or relevant skills training or experience <p>In the case of a Personal Care Assistant, must hold a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.</p>
GV Direct Care - Grade 3
<p>An employee at this level is employed in a Direct Care role and has:</p> <ul style="list-style-type: none"> • is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures; • is responsible for work performed with a substantial level of accountability; • works either individually or in a team; • may assist with supervision of others; • may require basic computer knowledge or be required to use a computer on a regular basis; • possesses administrative skills and problem solving abilities; • possesses well developed communication, interpersonal and/or arithmetic skills; and • requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.
GV Direct Care - Grade 4
<p>An employee at this level is employed in a Direct Care role and has:</p> <ul style="list-style-type: none"> • is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures; • is responsible for work performed with a substantial level of accountability and responsibility; • works either individually or in a team; • may require comprehensive computer knowledge or be required to use a computer on a regular basis; • possesses administrative skills and problem solving abilities; • possesses well developed communication, interpersonal and/or arithmetic skills; and • may be required to lead/supervise the work of others • may require formal qualifications at post-trade Certificate IV or Diploma level and/or relevant skills training or experience may have the responsibility for leading and/or supervising the work of others.
GV Direct Care - Grade 5
<p>An employee at this level is employed in a Direct Care role and has:</p> <ul style="list-style-type: none"> • is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures; • is responsible for work performed with a substantial level of accountability and responsibility;

- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Diploma level and/or relevant skills training or experience.

Garden Village and the employee may negotiate a rate within the salary range as outlined in Appendix B based on the accountability and expectations of the role. For the purposes of this Agreement, the rate so negotiated shall be deemed to be the employee's agreed rate of pay.

GV Support Classifications

GV Support – New Entrant

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

GV Support - Grade 1

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

GV Support - Grade 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or relevant skills training or experience.

GV Support - Grade 3

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

GV Support - Grade 4

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;

- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

GV Support - Grade 5

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Garden Village and the employee may negotiate a rate within the salary range as outlined in Appendix B based on the accountability and expectations of the role. For the purposes of this Agreement, the rate so negotiated shall be deemed to be the employee's agreed rate of pay.

Clerical and Administration Classifications

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

The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own.

Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

GV Clerical and Administration - Grade 1

An employee at this level is employed in a Clerical and Administration role and:

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

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

Information Handling:

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

Communication:

- Receive and relay oral and written messages; complete simple forms. Enterprise: Identify key functions and personnel; apply office procedures.

Technology:

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

Organisational:

- Plan and organise a personal daily work routine.

Team:

- Complete allocated tasks.

Business Financial:

- Record petty cash transactions; prepare banking documents; prepare business source documents.

GV Clerical and Administration - Grade 2

An employee at this level is employed in a Clerical and Administration role and:

- work under routine supervision with intermittent checking.
- applies knowledge and skills to a range of tasks.
- choice of actions required is usually clear, with limited complexity in the choice.
- Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

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

Information Handling:

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

Communication:

- Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

Enterprise:

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

Technology:

- Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce document from written text using standard format; shutdown equipment.

Organisational:

- Organise own work schedule; know roles and functions of other employees. Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

Business Financial:

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

GV Clerical and Administration - Grade 3

An employee at this level is employed in a Clerical and Administration role and has:

- The employee may work under limited supervision with checking related to overall progress.
- An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- An employee at this grade applies knowledge with depth in some areas and a broad range of skills.
- Usually work will be performed within routines, methods and procedures where some discretion and judgement is required.

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

Information Handling:

- Prepare new files; identify and process inactive files; record documentation movements.

Communication:

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

Enterprise:

- Clarify specific needs of client/other employees; provide information and advice; follow-up on client/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

Technology:

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

Organisational:

- Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

Team:

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

Business Financial:

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

GV Clerical and Administration - Grade 4

An employee at this level is employed in a Clerical and Administration role and has:

- may be required to work without supervision, with general guidance on progress and outcomes sought.
- Responsibility for the organisation of the work of others may be involved.
- applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
- applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

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

Information Handling:

- Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.

Communication:

- Receive and process a request for information; identify information source(s); compose report/correspondence.

Enterprise:

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

Technology:

- Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.

Organisational:

- Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Team:

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

Business Financial:

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

GV Clerical and Administration - Grade 5

An employee at this level is employed in a Clerical and Administration role and has:

- The employee may be supervised by professional employees and may be responsible for the planning and management of the work of others.
- An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
- An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

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

Information Handling:

- Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.

Communication:

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

Enterprise:

- Assist with the development of options for future strategies; assist with planning to match future

requirements with resource allocation.

Technology:

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

Organisational:

- Organise meetings; plan and organise conference.

Team:

- Draft job vacancy advertisement; assist in the selection of employees'; plan and allocate work for the team; monitor team performance; organise training for team. Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

Community Services Classifications

GV Community Direct Care – New Entrant

An employee at this level is employed in a Community Direct Care role within Community Services. A person appointed to this position will have less than 12 months' experience in the industry.

A position in this level has the following characteristics:

Accountability and extent of authority

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

Judgment and decision-making

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

Specialist knowledge and skills

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

Interpersonal skills

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

Qualifications and experience

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

GV Community Direct Care - Grade 1

An employee at this level is employed in a Community Direct Care role within Community Services. A position in this level has the following characteristics:

Accountability and extent of authority

- An employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

Judgment and decision-making

- In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

Specialist knowledge and skills

- Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

Interpersonal skills

- Positions in this level require oral communication skills and where appropriate written skills, with clients,

members of the public and other employees.

Qualifications and experience

- As a minimum an employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

GV Community Direct Care - Grade 2

An employee at this level is employed in a Community Direct Care role within Community Services. A position in this level has the following characteristics:

Accountability and extent of authority

- Employees perform work under general supervision. Employees in this level have contact with the public or other employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

Judgment and decision-making

- These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

Specialist knowledge and skills

- Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

Interpersonal skills

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

Qualifications and experience

- Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

GV Community Support - Grade 1

An employee at this level is employed in a Support / Clerical role within Community Services. A position in this level has the following characteristics:

Accountability and extent of authority

- Employees are expected to exercise discretion within standard practices and processes, undertaking and implementing quality control measures. Positions in this level may provide direction, leadership, administration and rostering of direct care employees.

Judgment and decision-making

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

Specialist knowledge and skills

- Employees will be required to plan, direct and train subordinate staff. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their operating unit.
- Indicative but not exclusive of the skills required include: the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms or records using a computer based records system; access and extract information from external sources e.g. local authorities; roster staff and direct work programs; oversee the work and training of lower level employees; provide guidance and counselling; assist in the development of budgets; order consumables and routine stock items used in domestic support

areas; develop client care plans and oversee the provision of domestic services.

Interpersonal skills

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

Qualifications and experience

- An employee in this level will have satisfactorily completed the requirements of level 3 or equivalent as well as have relevant experience.

GV Community Support - Grade 4

An employee at this level is employed in a Support / Clerical role within Community Services. A position in this level includes care co-ordinator, foreperson and maintenance supervisor. A position in this level has the following characteristics:

Accountability and extent of authority

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

Judgment and decision-making

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

Specialist knowledge and skills

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

Management skills

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

Interpersonal skills

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

Qualifications and experience

- The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate or associate diploma alone. They might be acquired through completion of a degree or diploma course with little or no relevant work experience, or through lesser formal qualifications with relevant work skills, or through relevant experience and work skills commensurate with the requirements of work in this level.

Nursing Classifications

Definitions

For the purposes of this Appendix, the following definitions apply:

Term	Definition
Board	the <u>Nursing and Midwifery Board of Australia</u> and shall also be taken to mean a reference to the <u>Australian Health Practitioner Regulation Authority</u> as appropriate/applicable.
Nurse	includes Registered Nurses, Enrolled Nurses and Assistants in Nursing.
Nursing Care	Is defined as: <ul style="list-style-type: none"> giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance; carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves.

Assistant in Nursing

An employee, other than one registered with the Board who is under the direct control and supervision of a Registered nurse (RN) nurse and whose employment is solely to assist an RN or Enrolled nurse (EN) in the provision of nursing care to persons.

Enrolled Nurse classifications

Student Enrolled Nurse

An employee appointed in the position of Student Enrolled Nurse and is undertaking study to become an enrolled nurse.

Enrolled Nurse (Year 1)

An Enrolled Nurse is a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication. An Employee will be appointed based on:

- Satisfactorily completion of a training course leading to registration with APHRA; and
- having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill Indicators

- The Employee has limited or no practical experience of current situations; and*
- The Employee exercises limited discretionary judgment, not yet developed by practical experience.*

Enrolled Nurse (Year 2)

An Enrolled Nurse is a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication. An Employee will be appointed based on:

- More than one further year of practical experience in the provision of nursing care and/or services in addition to the qualification, experience, skills and knowledge requirements specified for Enrolled Nurse Year 1; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

Skill Indicators

The Employee is required to demonstrate some of the following in the performance of their work:

- A developing ability to recognise changes required in nursing activity and in consultation with the RN, implements and record such changes, as necessary;*
- An ability to relate theoretical concepts to practice; and/or*
- Requiring assistance in complex situations and in determining priorities*

Enrolled Nurse (Year 3)

An Enrolled Nurse is a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication. An Employee will be appointed based on:

- More than one further year of practical experience in the provision of nursing care and/or services in addition to the qualification, experience, skills and knowledge requirements specified for Enrolled Nurse

<p>Year 2; and</p> <ul style="list-style-type: none"> the undertaking of in-service training, subject to its provision by the employing agency, from time to time. <p>Skill Indicators</p> <p><i>The Employee is required to demonstrate some of the following in the performance of their work:</i></p> <ul style="list-style-type: none"> <i>An ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;</i> <i>Observation and assessment skills to recognise and report deviations from stable conditions; Flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or</i> <i>Communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.</i>
<p>Enrolled Nurse (Year 4 +)</p> <p>An Enrolled Nurse is a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication. An Employee will be appointed based on:</p> <ul style="list-style-type: none"> More than one further year of practical experience in the provision of nursing care and/or services in addition to the qualification, experience, skills and knowledge requirements specified for Enrolled Nurse Year 3; and the undertaking of in-service training, subject to its provision by the employing agency, from time to time. <p>Skill Indicators</p> <p><i>The Employee is required to demonstrate some of the following in the performance of their work:</i></p> <ul style="list-style-type: none"> <i>Speed and flexibility in accurate decision making;</i> <i>Organisation of own workload and ability to set own priorities with minimal direct supervision;</i> <i>Observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or</i> <i>Communication and interpersonal skills to meet psychosocial needs of individual/groups.</i>
<p>Registered Nurse</p> <p>A Registered Nurse is a nurse who holds current registration as a registered nurse with the Board. An Employee appointed in this classification required to perform general nursing duties which include substantially, but are not confined to:</p> <ul style="list-style-type: none"> Delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting; Coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting; Providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting; Providing support, direction and education to newer or less experienced staff, including EN's, and student nurses; Accepting accountability for the Employee's own standards of nursing care and service delivery; and Participating in action research and policy development within the practice setting. A Registered Nurse will be appointed at the appropriate year level based on experience hours.
<p>Nurse Educator (Employer Appointed Role)</p> <p>Nurse educator will substantially include, but are not confined to:</p> <ul style="list-style-type: none"> Providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research; implementation and evaluation of staff education and development programs; staff selection; implementation and evaluation of patient or client education programs; participating in policy development and implementation; acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Nurse Unit Manager
<p>A Nurse Unit Manager is a registered nurse who perform the following duties:</p> <ul style="list-style-type: none"> • Providing leadership and role modelling, in collaboration with others, particularly in the areas of action research and quality assurance programs; • Staff selection and education; allocation and rostering of staff; • Work Health and Safety responsibilities • Initiation and evaluation of research related to staff and resource management; • Participating in policy development and implementation; • Being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and • Managing financial matters, budget preparation and cost control in respect of nursing within that span of control. • Coordinating or managing nursing or multidisciplinary service teams providing aged care nursing.
Nurse Practitioner
<p>Nurse Practitioner means a registered nurse appointed as such and who is authorised by the Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.</p>
Deputy Director of Nursing
<p>Deputy Director of Nursing means a registered nurse appointed to assist the Director of Nursing in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when Garden Village deems that assistance is required.</p>
Director of Nursing
<p>Director of Nursing means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 2010 as being responsible for the overall care of the residents of the nursing home. The Director of Nursing must hold minimum necessary qualifications as required by the Public Health (General) Regulation 2002.</p>

Health Professional Employee Classifications

Diversional Therapists
<p>Diversional Therapists mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities.</p> <p>This person must be a graduate from an approved university course which includes:</p> <ul style="list-style-type: none"> • An Associate Diploma and Diploma of Applied Science (Diversional Therapy); • Bachelor of Applied Sciences (Leisure and Health); • Bachelor of Applied Science (Diversional Therapy); • Diploma or Bachelor of Health Sciences (Leisure and Health); • an Associate Diploma course in Diversional Therapy; • or who has such other qualifications deemed to be equivalent (such as a Four-year degree, Master's Degree or PhD). <p>The classification structure for diversional therapists will be in accordance with the classification structure for Health Professional Employees detailed below.</p>
Other Health Professionals
<p>The following employment classifications and definitions apply to this Agreement, do not apply to Nurses' Employment Classifications and include but are not limited to, Physiotherapists, Dieticians and speech pathologists and diversional therapists.</p> <p>A list of common health professionals which are covered by the definitions is contained in Schedule B - List of Common Health Professionals in the <i>Health Professionals and Support Services Award 2020</i>.</p>
Health Professional - level 1
<p>Positions at level 1 are regarded as entry level health professionals and for initial years of experience. This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by Garden Village. It is also the level for the early stages of the career of a health professional.</p>

Health Professional - level 2

A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research. At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Health Professional - level 3

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

- works in an area that requires high levels of specialist knowledge and skill as recognised by Garden Village;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
- may be responsible for providing regular feedback and appraisals for senior employees to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

Health Professional - level 4

A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline. An employee at this level:

- has a proven record of achievement at a senior level;
- has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
- may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- supervises staff where required; and
- is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

APPENDIX B – SALARY RATES

	Effective first full pay period after 1 July 2023	Effective first full pay period on or after 1 July 2024	Effective first full pay period on or after 1 July 2025
GV Direct Care Classifications			
GV Direct Care - Grade 1	\$28.66	Refer to clause 7.2 Future wage increases	
GV Direct Care - Grade 2, Level 1	\$30.11		
GV Direct Care – Grade 2, Level 2	\$30.21		
GV Direct Care – Grade 3	\$31.41		
GV Direct Care – Grade 4, Level 1	\$33.08		
GV Direct Care – Grade 4, Level 2.1	\$36.95		
GV Direct Care – Grade 4, Level 2.2	\$37.82		
GV Direct Care – Grade 4, Level 2.3	\$38.71		
GV Direct Care – Grade 5 (From)	\$38.45		
GV Direct Care – Grade 5 (To)	\$57.27		
GV Support Classifications			
GV Support – New Entrant	\$23.97	Refer to clause 7.2 Future wage increases	
GV Support – Grade 1	\$24.93		
GV Support – Grade 2, Level 1	\$26.17		
GV Support – Grade 2, Level 2	\$26.73		
GV Support – Grade 3	\$27.80		
GV Support – Grade 4, Level 1	\$29.28		
GV Support – Grade 4, Level 2.1	\$32.71		
GV Support – Grade 4, Level 2.2	\$33.48		
GV Support – Grade 4, Level 2.3	\$34.27		
GV Support – Grade 5 (From)	\$34.04		
GV Support – Grade 5 (To)	\$50.69		
Clerical / Administration Classifications			
Adult Rates			
GV Clerical – Grade 1	\$26.61	Refer to clause 7.2 Future wage increases	
GV Clerical – Grade 2	\$28.23		
GV Clerical – Grade 3	\$29.92		
GV Clerical – Grade 4	\$31.31		
GV Clerical – Grade 5	\$32.77		

Clerical / Administration Classifications	Effective first full pay period after 1 July 2023	Effective first full pay period on or after 1 July 2024	Effective first full pay period on or after 1 July 2025
Junior Rates			
GV Clerical - Grade 1	\$25.36	Refer to clause 7.2 Future wage increases	
GV Clerical - Grade 2	\$25.48		
GV Clerical - Grade 3	\$25.70		
GV Clerical - Grade 4	\$26.64		
GV Clerical - Grade 5	\$28.69		
Community Services Classifications			
GV Community Direct Care – New Entrant	\$27.89	Refer to clause 7.2 Future wage increases	
GV Community Direct Care - Grade 1, Level 1	\$29.50		
GV Community Direct Care - Grade 1, Level 2	\$29.70		
GV Community Direct Care - Grade 2	\$31.46		
GV Community Support / Clerical - Grade 1.1	\$32.85		
GV Community Support / Clerical - Grade 1.2	\$33.51		
GV Community Support / Clerical - Grade 2.1	\$35.22		
GV Community Support / Clerical - Grade 2.2	\$36.61		
Nursing Classifications			
Assistant in Nursing – Cert III	\$30.21	Refer to clause 7.2 Future wage increases	
Enrolled Nurse			
Student Enrolled Nurse (Less than 21 years of age)	\$26.93	Refer to clause 7.2 Future wage increases	
Student Enrolled Nurse (21 years of age or over)	\$29.59		
Enrolled Nurse – Year 1	\$36.03		
Enrolled Nurse – Year 2	\$36.94		
Enrolled Nurse – Year 3	\$37.82		
Enrolled Nurse – Year 4 (and thereafter)	\$38.72		
Registered Nurse			
Registered Nurse Year 1	\$40.69	Refer to clause 7.2 Future wage increases	
Registered Nurse Year 2	\$43.18		
Registered Nurse Year 3	\$45.79		
Registered Nurse Year 4	\$48.59		
Registered Nurse Year 5 (and thereafter)	\$51.55		

Nursing Classifications		Effective first full pay period after 1 July 2023	Effective first full pay period on or after 1 July 2024	Effective first full pay period on or after 1 July 2025
Nurse Unit Manager				
Nurse Unit Manager Grade 1, Level 1		\$57.15	Refer to clause 7.2 Future wage increases	
Nurse Unit Manager Grade 1, Level 2		\$58.76		
Nurse Unit Manager Grade 2		\$60.22		
Nurse Unit Manager Grade 3		\$61.81		
Clinical Nurse Educators				
Nurse Educator - Year 1		\$57.15	Refer to clause 7.2 Future wage increases	
Nurse Educator - Year 2		\$58.76		
Nurse Educator - Year 3		\$60.22		
Nurse Educator - Year 4 (and thereafter)		\$63.35		
Senior Nurse Educator - Year 1		\$64.89		
Senior Nurse Educator - Year 2		\$66.21		
Senior Nurse Educator - Year 3 (and thereafter)		\$68.46		
Nurse Practitioner				
Nurse Practitioner – Year 1		\$63.82	Refer to clause 7.2 Future wage increases	
Nurse Practitioner – Year 2 (thereafter)		\$65.24		
Deputy/Director of Nursing				
Deputy Director of Nursing (76-100 beds)		\$56.91	Refer to clause 7.2 Future wage increases	
Deputy Director of Nursing (101-150 beds)		\$58.14		
Director of Nursing (76-100 beds)		\$66.95		
Director of Nursing (101-150 beds)		\$68.87		
Health Professionals (Diversional Therapists)	Effective first full pay period after 1 July 2023		Effective first full pay period on or after 1 July 2024	Effective first full pay period on or after 1 July 2025
	Health Professional 1	Health Professional 2	Health Professional 1 & 2	Health Professional 1 & 2
Level 1				
Diploma / Assoc. Diploma				
1st year	\$27.47	\$29.87	Refer to clause 7.2 Future wage increases	
2nd year	\$28.04	\$31.65		
3rd year	\$29.29	\$33.00		
4th year	\$30.29	\$34.21		
5th year	\$33.00	\$35.35		
6th year & thereafter	\$34.19	\$36.24		
Bachelor’s Degree (3 year degree)				
1st year	\$28.53	\$31.65	Refer to clause 7.2 Future wage increases	
2nd year	\$29.29	\$33.00		
3rd year	\$30.29	\$34.21		
4th year	\$33.00	\$35.35		
5th year & thereafter	\$34.19	\$36.24		

Health Professionals (Diversional Therapists)	Effective first full pay period after 1 July 2023		Effective first full pay period on or after 1 July 2024	Effective first full pay period on or after 1 July 2025
	Health Professional 1	Health Professional 2	Health Professional 1 & 2	Health Professional 1 & 2
Four Year Degree				
1st year	\$29.79	\$33.00	Refer to clause 7.2 Future wage increases	
2nd year	\$30.29	\$34.21		
3rd year	\$33.00	\$35.35		
4th year & thereafter	\$34.19	\$36.24		
Master’s Degree				
1st year	\$30.82	\$34.21	Refer to clause 7.2 Future wage increases	
2nd year	\$33.00	\$35.35		
3rd year & thereafter	\$34.19	\$36.24		
PhD Entry				
1st year	\$33.57	\$35.35	Refer to clause 7.2 Future wage increases	
2nd year & thereafter	\$34.76	\$36.24		
Level 2				
1st year	\$34.95	\$36.35	Refer to clause 7.2 Future wage increases	
2nd year	\$36.22	\$37.67		
3rd year	\$37.61	\$39.11		
4th year & thereafter	\$39.10	\$40.66		
Level 3				
1st year	\$40.80	\$42.43	Refer to clause 7.2 Future wage increases	
2nd year	\$41.94	\$43.61		
3rd year	\$42.84	\$44.55		
4th year	\$44.75	\$46.54		
5th year & thereafter	\$46.40	\$48.25		
Level 4				
1st year	\$49.40		Refer to clause 7.2 Future wage increases	
2nd year	\$52.72			
3rd year	\$57.33			
4th year	\$63.29			

APPENDIX C – ALLOWANCES

Allowance			Clause
Kilometre Allowance			
All staff (except Home Care Direct Care employee)	\$0.96	per km	10.1.1
Travel Time Allowance	Hourly rate based on travel time		10.1.2
Laundry	\$0.16	per hour	10.2.2
Specialised uniform Items			
Shoes	\$2.50	per week	10.2.3
Cardigan or Jacket	\$2.40	per week	
Stockings	\$4.01	per week	
Socks	\$0.81	per week	
Sleepover	2.2 hours of ordinary rate		10.3
On call	\$24.24	per day	10.4
Meal Allowance			
Breakfast	\$15.20	per meal	10.5
Lunch	\$17.44	per meal	
Evening	\$25.45	per meal	
Medication Allowance <i>(PCA allocated to medication round only)</i>	\$2.50	per shift	10.7
Broken Shift			
All staff (except Home Care Direct Care employee)	0.50 hour of ordinary rate/shift		14.3

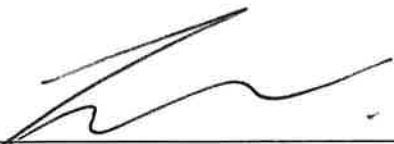
Home Care Direct Care employee			Clause
Broken Shift Allowance			
One unpaid break	\$19.39	per shift	Schedule 2, 3.2
Two unpaid breaks	\$25.67	per shift	
Phone Allowance	\$5.00	per day	Schedule 2, 4.1
Transport Subsidy Allowance	\$150	per Year (pro-rata)	Schedule 2, 4.2
Kilometre Allowance	\$1.00	per km	Schedule 2, 4.2

Registered / Enrolled Nurse Allowances			Clause
Continuing Education Allowance			
Registered Nurse - Post Graduate Certificate	\$19.47	per week	Schedule 1, 3.1.7 (a)
Registered Nurse - Post Graduate Diploma or Degree	\$32.43	per week	Schedule 1, 3.1.7 (a)
Registered Nurse – Masters or Doctorate	\$38.90	per week	Schedule 1, 3.1.7 (a)
Enrolled Nurse	\$12.96	per week	Schedule 1, 3.1.8
In-charge allowance <i>(Registered Nurse Only)</i>			
Residential Aged Care Facility - Less than 100 beds	\$27.19	per shift	Schedule 1, 3.2.1
Residential Aged Care Facility - 100 beds or more	\$43.78	per shift	
Residential Aged Care Facility - Section only	\$27.19	per shift	Schedule 1, 3.2.2

Signatories to the Agreement

Signed for and on behalf of **Garden Village Port Macquarie**


In the presence of
Witness:



Craig Wearne
Chief Executive Officer
Garden Village Port Macquarie
7 Garden Crescent, Port Macquarie NSW 2444



Lucinda Taylor
Human Resources Manager
Garden Village Port Macquarie
7 Garden Crescent, Port Macquarie NSW 2444


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


.....

WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2023/3529

Applicant:

Garden Village Port Macquarie

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Craig Wearne, Chief Executive Officer for Garden Village Port Macquarie give the following undertakings with respect to the Garden Village Port Macquarie Enterprise Agreement 2023 ("the Agreement"):

I have the authority given to me by Garden Village Port Macquarie to provide this undertaking in relation to the application before the Fair Work Commission.

1. **Clause 3 – Definitions**

The following definitions will added to clause 3 – Definitions of the Agreement:

Day Worker means an employee who regularly works between 6am and 6pm Monday to Friday. The ordinary hours of work for a day worker will be worked between 6am and 6pm Monday to Friday, unless otherwise stated in Schedules.

Shift Worker means an employee who is regularly rostered over 7 days per week and regularly works on weekends, unless otherwise stated in Schedules.

2. **Clause 40.1 – Attendance at Meetings**

Clause 40.1 – Attendance at Meetings, will be amended in the Agreement as:

Wherever possible, Garden Village will hold meetings within the employee's ordinary hours. Any employee required by Garden Village to attend meetings outside the employee's ordinary hours shall be entitled to be paid at the applicable overtime rate in accordance with clause 17.

3. **Sleepover Period (Home and Community Support)**

The following new clause will be included in Schedule 2, clause 3.1 – Minimum Starts of the Agreement:

3.1.1 In addition to the provisions outlined in clause 10.3.2 of this Agreement, if an employee (covered by Schedule 2) is required to perform work immediately before and/or after the sleepover period; the minimum engagement period of 4 hours will apply.

4. 24 hour care (Home and Community Support)

The following new clause will be included in Schedule 2, clause 2 – Definitions:

A shift that 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. The employee is required to provide a total of no more than 8 hours of care during this period.

Garden Village will only require an employee to work a 24-hour shift, by agreement with the Employee and will ensure unless otherwise covered in this Agreement, provisions of the Social, Community, Home care and Disability Services Industry Award will apply.

5. Broken Shift Allowance (Home and Community Support)

The following updated clause will be reflected in Schedule 2, clause 3.4.4 – Broken Shift of the Agreement:

- 3.4.4(a) An employee required to work a broken shift with one unpaid break, will be paid a broken shift allowance of 1.7% of the standard rate as defined by the Social, Community, Home Care and Disability Services Industry Award.
- 3.4.4 (b) An employee who agrees to work a broken shift with two unpaid breaks, will be paid a broken shift allowance of 2.25% of the standard rate as defined by the Social, Community, Home Care and Disability Services Industry Award and an the employee who agrees to work a broken shift with 2 unpaid break.

4. Rest Break after overtime (Home and Community Support)

The following new clause will be included in Schedule 2, clause 3 – Hours of Work of the Agreement:

3.7 Rest Break after overtime

In addition to the provisions outlined in clause 13.5 of this Agreement, if an employee (covered by Schedule 2) resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of double time until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. The rates do not appear high enough to compensate."

5. Heat Allowance (Home and Community Support)

The following new allowance/clause will be included in Schedule 2, clause 4 – Allowances of the Agreement:

4.3 Heat Allowance (Paid rest break)

Where an employee is directed to work by Garden Village and work continues for more than two hours in temperatures exceeding 46 degrees Celsius, employees will be entitled to 20 minutes rest after every two hours without deduction of pay. Garden Village has the responsibility to ascertain the temperature.

6. Salary Rates – Appendix B

With respect to the following salary rates, effective from the first full pay period on or after the 1 July, the following hourly rates will be updated in Appendix B of the Agreement):

Classification	New Rate (listed rate)
GV Clerical (Juniors), Grade 3	\$25.89 (was \$25.70)
GV Community Direct Care - Grade 1, Level 1	\$29.51 (was \$29.50)
GV Community Direct Care - Grade 1, Level 2	\$29.71 (was \$29.70)
Community services, Direct Care – New Entrant	\$27.90 (was \$27.89)
Community services, support/clerical grade 1.1	\$32.86 (was \$32.85)
Community services, support/clerical grade 2.1	\$35.23 (was \$35.22)
Community services, support/clerical grade 2.2	\$36.62 (was \$36.61)
Assistant in Nursing	\$30.80 (was \$30.21)
Director of Nursing (greater than 150 beds)	\$72.83 (new)

7. Appendix C – Allowances (Phone Allowance - Community Direct Care employees)

With respect to the Phone Allowance paid to Community Direct Care employees, the unit type reference in Appendix C (page 72) should reflect **allowance per week**, not per day as outlined in Schedule 2, clause 4.1.

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



Chief Executive Officer

Date: 1 November 2023