



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Harbison Memorial Retirement Village T/A Harbison Care
(AG2023/4653)

HARBISON NURSING ENTERPRISE AGREEMENT 2023-2026

Aged care industry

DEPUTY PRESIDENT EASTON

SYDNEY, 13 DECEMBER 2023

Application for approval of the Harbison Nursing Enterprise Agreement 2023-2026.

[1] Harbison Memorial Retirement Village T/A Harbison Care (**the Employer**) has made an application for the approval of the *Harbison Nursing Enterprise Agreement 2023-2026* (**the Agreement**). The application was made under s.185 of the *Fair Work Act 2009* (**the Act**). The Agreement is a single enterprise agreement.

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

[3] The Australian Nursing and Midwifery Federation (**ANMF**) was a bargaining representative for the Agreement and has given notice under s.183 of the Act that it wants the Agreement to cover it. In accordance with s.201(2) I note that the Agreement covers the ANMF.

[4] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 December 2023. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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Harbison
Nursing Enterprise Agreement
2023-2026

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Part 1 – Preliminaries

1. Introduction

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

2. Title

This Agreement may be cited as the *Harbison Nursing Enterprise Agreement 2023-2026* and in this document will be referred to as the “Agreement”.

3. Scope and Coverage

This Agreement covers:

- (a) Harbison (Employer); and
- (b) Nursing employees of Harbison in the classifications listed in Schedule A of this Agreement.

This Agreement does not cover or apply to employees who are not employed in a classification listed in this Agreement, or any person engaged by Harbison by a contract for services.

It is the intention of the Employer that the appropriate union or unions are also a party to this Agreement.

4. Commencement

This Agreement commences 7 days after the date of approval by the Fair Work Commission (FWC).

5. Expiration and Re-Negotiation

This Agreement has a nominal expiry date of 30 June 2026. This Agreement continues to operate after the nominal expiry date in accordance with the provisions of the Act until it is replaced or rescinded. The parties agree that discussions must commence for a new agreement no later than 3 months prior to the nominal expiry date.

6. Definitions

This Agreement, including definitions, is to be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit to the employee, the NES provision will apply to the extent of the inconsistency.

In this Agreement:

6.1 Definitions

Act means the *Fair Work Act 2009* as amended or replaced.

Award means the Nurses Award 2020 [MA000034]

Board means the Nursing and Midwifery Board of Australia and where applicable the Australian Health Practitioner Regulation Agency and their successors.

Casual Employee means an employee employed by the Employer by the hour and in accordance with Section 15A of the Fair Work Act as modified from time to time.

Child has the same meaning as in the Act.

Day Worker means an employee whose ordinary hours of work are between 6.00 am and 6.00pm from Monday to Friday.

De Facto Partner has the same meaning as in the Act.

Employment classifications mean those set out in Schedule A to this Agreement.

FWC means the Fair Work Commission established by the Act.

Immediate Family has the same meaning as in the Act.

Mandatory Training means employee education or training which is required by the Employer on a compulsory basis. It does not include pre-employment training, qualifications of any kind which are prerequisite for employment or promotion, education or training offered, promoted, and/or supported by the Employer on a voluntary basis, or education or training at the discretion of an employee.

NES means the National Employment Standards established by the Act.

Regulations means regulations made under the Act.

Shift Worker means for the purpose of the extra week of annual leave under the NES an employee who is regularly rostered to work various and multiple shifts over 7 days of the week and regularly works on weekends.

Superannuation Legislation means legislation that deals with the superannuation rights and obligations of Employers and employees including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*.

Union means the New South Wales Nurses & Midwives' Association and the Australian Nursing & Midwifery Federation (NSW Branch).

6.2 Pay Definitions

Base Rate of Pay has the same meaning as in the Act and may alternatively be referred to as the Base Hourly Rate of Pay in this Agreement.

Ordinary Pay or Ordinary Rate of Pay means the applicable hourly rate of pay listed in Schedule B (Table 1) of this Agreement and any all purpose allowances, but does not include any of the following:

- (a) incentive-based payments and bonuses;
- (b) loadings;
- (c) monetary allowances;
- (d) overtime or penalty rates;
- (e) any other separately identifiable amounts in this Agreement.

If an employee is paid an hourly rate that is higher than the applicable hourly rate of pay in this Agreement, then the higher rate is considered their Ordinary Rate of Pay.

Casual Loading means 25% of the Base Rate of Pay in compensation for not earning and accruing certain leave entitlements, for lost overtime opportunities, and for irregular and sporadic working arrangements (i.e. work and payment is by the hour only).

Casual Hourly Rate means the Base Rate of Pay plus Casual Loading.

7. Complete Agreement

7.1 Except for individual agreements reached in accordance with clause 8, this Agreement covers all matters relating to the employment relationship and is regarded as a complete statement of the mutual rights and obligations between the Employer 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.

7.2 Despite clause 7.1, where there is an inconsistency between this Agreement and the NES, the entitlements of the NES will prevail over this Agreement to the extent that it is more beneficial to the employee.

8. Individual Flexibility Arrangements

8.1 The Employer and an employee covered by this Agreement may agree to make an individual flexibility arrangement varying the effect of terms of the Agreement if:

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

8.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and
- (b) are not unlawful terms under section 194 of the Act; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

8.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and employee; and
- (c) is signed by the Employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
- (d) includes details of:
 - (i) the terms of the Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

8.4 The Employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

8.5 The Employer or employee may terminate the individual flexibility arrangement:

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

9. NES

It is the intention of the parties that the conditions within this Agreement replace those provided by the NES, and unless expressly stated, will not be applied in addition to the provisions of the NES.

9.1 The entitlements of this Agreement can never be less than those provided for by the NES.

9.2 If at any time the NES deals with an entitlement and is less generous to the employee than this Agreement, then the terms of this Agreement apply to the extent of the inconsistency.

9.3 If at any time the NES deals with an entitlement and is more generous to the employee than this Agreement, then the terms of the NES apply to the extent of the inconsistency.

10. Availability of Agreement

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

Part 2 – Our Commitment to Each Other – How you are Employed

11. Employee Engagement

Employees under this Agreement must be employed in one of the following categories:

- (a) Full-time; or
- (b) Part time; or
- (c) Casual

11.1 Probation

- (a) Employees (other than Casual Employees) must be on a period of probation for the first 6 months of employment for the purpose of determining the employee's suitability for ongoing employment.
- (b) At any time during the 6-month probation period, the Employer or the employee may terminate the employment by providing written notice in accordance with Clause 36, Termination of Employment.

11.2 Full-time Employees

A full-time employee is one who is contracted as such to work:

- (a) 38 ordinary hours per week; or
- (b) an average of 38 ordinary hours per week over a roster cycle. To be clear this means some weeks are more than 38 ordinary hours and some are less, so long as the average hours worked over a roster cycle are not less than 38 hours per week; and
- (c) in consideration of (a) or (b), contracted hours are allocated into shifts by the Employer with employee preferences taken into consideration. This may include fixed shifts, variable shifts, and rotational shifts subject to the operational needs of the Employer.

11.3 Part-time Employees

- (a) A part-time employee is engaged to work less than an average of 38 ordinary hours per week over a roster cycle, and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the Employer and employee must agree in writing the guaranteed minimum number of ordinary hours to be worked and the rostering arrangements which will apply to those hours.
- (c) Ordinary hours must be allocated into shifts by the Employer with employee preferences taken into consideration. This may include fixed shifts, variable shifts, and rotational shifts subject to the operational needs of the Employer. At all times business necessity and clinical coverage is the overriding consideration.

- (d) The Employer and part time employee may agree on the employee's ordinary hours being increased at any time, either temporarily or permanently, subject to the following limitations:
 - (i) Per shift – up to 10 ordinary hours
 - (ii) Per week – up to 38 ordinary hours
 - (iii) Per 28 days – up to 152 ordinary hours.
- (e) Any agreed variation that results in a reduction to an employee's guaranteed minimum number of contracted hours will be in writing.
- (f) Reasonable additional hours may be worked in accordance with Clause 17, Reasonable Additional Hours.
- (g) Unless otherwise provided for in this Agreement, all leave and benefits of this Agreement not expressed on a per hour basis apply proportionately to part time employees on the basis that full time ordinary hours are 38 per week.
- (h) At the written request of an employee, the hours actually worked by the employee will be reviewed annually against their guaranteed minimum contracted hours. If the employee is regularly working more than their guaranteed minimum number of contracted hours, the extra hours must be applied by the Employer to adjust guaranteed minimum contracted hours. A new contract or variation of same must be provided to the employee, reflecting those hours regularly worked as their new guaranteed minimum contracted hours, to be worked in accordance with a roster as provided by the Employer.
- (i) Notwithstanding paragraph (h):
 - (i) 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, for example, annual leave, long service leave, parental leave, workers compensation; and/or
 - (B) if the increase in hours is due to a temporary increase in hours, for example, due to the specific needs or preferences of a consumer; and/or
 - (C) if the increase in hours is a result of changes to aged care funding.
 - (ii) Any adjusted guaranteed minimum contracted hours resulting from a review identified in sub-clause 11.3(e) and 11.3(h) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

11.4 Casual Employees

- (a) A Casual Employee may be offered casual engagements as follows:
 - (i) to fill sporadic and irregular hours available from time to time; or

(ii) to temporarily fill roster lines made vacant due to other employees' absences;
or

(iii) to occasionally work up to 38 ordinary hours over multiple or variable shifts per week due to operational necessity.

- (b) Each offered casual engagement will stand alone and does not imply an offer of ongoing employment. A Casual Employee is under no obligation to accept any offered casual engagement.
- (c) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

11.5 Other Casual Entitlements

- (a) Casual Employees have the benefit of entitlements set out in this Agreement proportionately and on the basis that full-time ordinary hours are 38 hours per week, unless identified as otherwise within this Agreement and the NES.
- (b) A Casual Employee's entitlement to long service leave is governed by the provisions of the *Long Service Leave Act 1955*.

11.6 Minimum Engagements

Unless expressly excluded from the provisions of a specified clause, the following minimum engagements apply per rostered shift:

- (a) For Full-time employees – 4 hours
- (b) For Part-time employees - 3 hours
- (c) For Casual Employees – 2 hours

11.7 Classifications, Pay-Points, Recognition of Service & Experience

- (a) This Agreement contains classifications which may be divided into grades or levels. Some grades or levels contain multiple pay points that are based on length of service and experience.
- (b) An employee may be classified under this Agreement by Employer-determined appointment to a Grade or Level, subject to criteria, skills, and qualifications.
- (c) An employee's incremental pay point progression within a Grade or Level is determined by completed years of service, or in the case of a part-time or Casual Employee completion of 1,786 ordinary hours of work in not less than 1 anniversary year, not including any leave entitlements taken.
- (d) At the commencement of employment, the Employer must classify an employee in accordance with their relevant service or experience.
- (e) When the Employer receives written evidence of relevant service or experience from an employee by the end of 90 days after commencing employment, the Employer must pay the employee at the applicable Base Rate of Pay from the date of employment.

- (f) When the Employer receives written evidence of relevant service or employment from an employee more than 90 days after commencing employment, the Employer must pay the employee at the applicable Base Rate of Pay from the date the evidence is received by the Employer.
- (g) When an employee is employed in a comparable classification by one or more different Employers during their employment with the Employer, the employee must supply the Employer with written evidence of the hours worked for the other Employers on a quarterly basis. In this clause a quarter means any 3 months ending in March, June, September, or December and a quarterly notification is due by the end of the month following the end of the quarter.
- (h) Progression from pay-point to pay-point in an Employer determined Grade or Level, is subject to subclause 11.7(c) of this Agreement. When an employee may be entitled to progress to the next pay-point because of employment in a comparable classification with a different Employer, the employee must supply written evidence of the entitlement to the Employer.
 - (i) When the Employer receives written evidence of an entitlement to progress from an employee by the end of 90 days from the entitlement arising, the Employer must pay the employee at the applicable Base Rate of Pay from the date of entitlement.
 - (ii) When the Employer receives written evidence of an entitlement to progress from an employee more than 90 days from the entitlement arising, the Employer must pay the employee at the applicable Base Rate of Pay from the date the evidence is received by the Employer.
- (i) When an employee in a nursing classification who is qualified outside New South Wales makes an application for registration or enrolment as a Registered Nurse or Enrolled Nurse by the end of 7 days after being notified they are eligible for registration or enrolment, the Employer must pay the employee at the applicable Base Rate of Pay for their eligible registration or enrolment from the date the Employer receives written evidence from the employee that they have applied for registration or enrolment.

Part 3 – We Recognise and Reward Great Workers – How you are Paid

12. Rates of pay and payment

12.1 Full-time and Part-time Employees

The following applies to full-time and part-time employees only:

- (a) For all hours worked, an employee must be paid a Base Rate of Pay appropriate to their classification as set out in Schedule B, Table 1 of this Agreement.
- (b) Subject to their hours and shifts worked, an employee may also be paid according to relevant clauses in this Agreement shift and weekend penalty rates, Public Holiday loading, certain allowances, and if appropriate, overtime as provided for under this Agreement.

12.2 Casual Employees

The following applies to Casual Employees only:

- (a) A Casual Employee must be paid a Base Rate of Pay appropriate to their classification as set out in Schedule B, Table 1 of this Agreement, plus Casual Loading.
- (b) Casual Employees are also entitled to receive shift and weekend penalty rates appropriate to the hours they work, Public Holiday loading and certain allowances, and if appropriate, overtime as provided for under this Agreement.

13. Allowances

In addition to the Base Rate of Pay and applicable penalty rates and Casual Loading, an employee may be entitled to receive one or more of the following allowances:

13.1 In Charge Allowance

- (a) A registered nurse who is designated by their manager and approved by the Employer to be in charge of the whole service must be paid while so in charge the per shift allowance set out in Item 1 (for less than 100 beds) or Item 2 (for 100 or more beds) of Schedule C to this Agreement.
- (b) A registered nurse who is designated by their manager and approved by the Employer to be in charge of a shift in a section of a service must be paid the per shift allowance set out in Item 3 of Schedule C to this Agreement.
- (c) This sub-clause 13.1 does not apply to registered nurses appointed to positions of a higher grade than a Registered Nurse.

13.2 Vehicle/Travelling Allowance

- (a) An employee sent for duty by the Employer, to a place other than their regular place of duty must be paid for all excess travelling time at the appropriate rate of pay, and reimbursed excess travelling expenses.

- (b) Not including travel between home and work or work and a place of secondary employment, when an employee is requested by the Employer to use their own vehicle for work, and the employee agrees, the per kilometre allowance set out in Item 4 of Schedule C to this Agreement must be paid. Payment must be based on the most direct available route between work locations. This allowance will be revised each year and aligned with the vehicle allowance contained in the Nurses Award 2020 [MA000034].
- (c) Not including travel from between home and work or work and a place of secondary employment, when an employee is required by the Employer to use public transport for work related travel the employee must be reimbursed actual expenses incurred for the travel.
- (d) No payment must be made under sub-clauses 13.2 unless the Employer is satisfied that the employee has incurred expense for the travel.
- (e) When an employee is rostered to work at different locations, they must be paid for the time required to travel by the most direct available route between the locations. Payment for travel time may, at the discretion of the Employer, be paid at the Base Rate of Pay for the time reasonably required to travel between locations.

13.3 Uniform Allowance

- (a) When the Employer requires an employee to wear a uniform, the Employer will supply the uniform to the employee in reasonable quantities at no cost to the employee.
- (b) When an employee has been supplied a new uniform or part of a uniform by the Employer, the employee must return that uniform or item to have it replaced at no cost, or failing return must agree to pay the reasonable replacement cost of the uniform or item.
- (c) Unless otherwise agreed by the Employer, when employment is terminated by either the employee or Employer, the employee must return to the Employer any uniform or equipment, or part thereof, supplied by the Employer which is still in use by the employee immediately prior to their last day of employment.
- (d) When the Employer requires an employee to wear prescribed footwear, the Employer must pay the employee the amount set out in Item 5 of Schedule C to this Agreement.
- (e) When the Employer requires an employee to launder their supplied uniform, the Employer must pay the employee the amount specified in clause 17.3(a)(iii) of the *Nurses Award 2020*.
- (f) Allowances payable under this clause must be applied proportionately to part-time employees and Casual Employees on the basis that full-time ordinary hours of work are 38 hours per week.
- (g) Laundry allowance must not be paid to any employee on absences exceeding one week.

- (h) All other allowances in this clause must not be paid to employees during absences on:
 - (i) Workers compensation; long service leave; parental leave; and periods of leave without pay; and
 - (ii) Personal/carers leave beyond 2 weeks.

13.4 Meal Allowance on Overtime

An employee who is required by the Employer to work overtime for more than 1 hour must at the discretion of the Employer be supplied by the Employer with a meal, or must be paid the appropriate allowances listed at Item 7 Schedule C.

13.5 Continuing Education Allowance

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, must be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the employee in the duties of their position.
- (c) The allowance is not payable to Clinical Nurses, Clinical Nurse Consultants, Clinical Nurse Educators, Nurse Unit Manager, Care Managers or Directors of Nursing.
- (d) 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.
- (e) An employee claiming entitlement to a continuing education allowance must supply written evidence to the Employer that they hold that qualification.
- (f) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of their position must be paid the allowance listed in Item 8 of Schedule C to this Agreement.
- (g) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of their position must be paid the allowance listed in Item 9 of Schedule C to this Agreement.
- (h) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of their position must be paid the allowance listed in Item 10 of Schedule C to this Agreement.
- (i) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly

relevant to the competency and skills used by the enrolled nurse in carrying out the duties of their position must be paid the allowance listed in Item 11 of Schedule C to this Agreement.

- (j) The allowances set out in this sub-clause 13.5 are not included in an employee's ordinary pay and will not constitute part of the all-purpose rate.
- (k) A registered nurse or enrolled nurse who is employed on a part-time or casual basis must be paid these allowances proportionate to a full time equivalent based on the average hours they work per week over each roster cycle.

13.6 Higher Duties

An employee who is required by the Employer to relieve another employee in a higher classification than the one in which they are ordinarily employed must be paid at the higher classification rate when the relieving is on 3 consecutive days or more.

14. Payment of Wages

14.1 Payment of Wages

- (a) Wages must be paid weekly, fortnightly, or when mutually agreed, monthly.
- (b) Employees must have their wages paid by direct deposit or electronic transfer into one account with an Australian bank or other authorised deposit-taking institution nominated in writing by the employee.
- (c) Wages must be deposited by the Employer in time for wages to be available for withdrawal by employees on pay day.
- (d) When wages are not available to employees in accordance with paragraph (c) due to circumstances beyond the Employer's reasonable control, the Employer must not be held accountable for the delay.
- (e) When the Employer has overpaid an employee, the Employer may deduct an amount or amounts from the employee's pay or pays to recover the overpayment. In accordance with Section 324(2) of the Act, the Employer must notify the employee in writing of the overpayment, how it occurred, the requested recovery amount or amounts needed to recover the overpayment in full, and associated timeframe for recovery. On written agreement by the employee about the amount of the overpayment and method of recovery, the Employer may make periodic deductions from the employee's pay. Recovery amounts must be reasonable, and no more than the amount agreed with the employee per pay period.

14.2 Payslips

Payslips and associated Employer obligations are regulated by the Act.

14.3 Remuneration Packaging

The Employer may offer employee remuneration packaging in accordance with and to the extent allowable under relevant Australian law.

Part 4 – We appreciate balance and flexibility - How you work

15. Hours

15.1 Arrangement of Ordinary Hours

- (a) For all employees, whether full-time, part-time or casual, the ordinary hours of work, exclusive of unpaid meal breaks, must not exceed an average of 38 hours per week over a roster cycle.
- (b)
 - (i) An employee's contracted hours must be allocated into shifts and employee preferences may be taken into consideration. This may include fixed shifts, variable shifts and rotational shifts subject to the operational needs of the Employer.
 - (ii) By agreement, a full-time employee's hours may be arranged so that every 20th workday they are entitled to an Accrued Day Off (ADO), to be taken at a time approved by the Employer and subject to operational needs.
 - (iii) Where an ADO is not used by the employee within 12-months of its accrual, unless alternative arrangements have been approved by the Employer, the Employer may automatically discharge that ADO balance by means of payment within the appropriate pay cycle at the employee's Base Rate of Pay.
 - (iv) No time towards an ADO accumulates during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave, annual leave or on an ADO.
 - (v) ADOs accrue when an employee is on paid personal/carers leave. When an ADO is taken during personal/carers leave, that day must not be debited from the employee's personal leave entitlement.
 - (vi) Full-time employees entitled to ADOs continue to accrue them in respect of each day those employees are absent on leave in accordance with Clause 24, Public Holidays.
 - (vii) Where the employment of a full-time employee is terminated by either the Employer or employee, and ADOs are owed, any accumulated ADOs must be paid out at the Base Rate of Pay and included in the employee final pay.
 - (viii) By mutual written agreement between the Employer and employee, unused ADOs may be cashed out at the Base Rate of Pay.
- (c) Unless otherwise agreed in writing, full-time and part-time employees must be rostered off duty for at least 2 full days each week or 4 full days in each fortnight or 8 full days within in each 28-day cycle. Where practicable, days off must be consecutive. These days are referred to as Rostered Days Off (RDO).
- (d) Unless engaged in 12-hour shifts as per Clause 16 of this Agreement, each ordinary shift for an employee, whether full-time, part-time or casual, must be no more than 10 ordinary hours of work, not including any unpaid meal breaks.

- (e) Except for the regular changeover of shifts, an employee must not be required to work more than 1 shift in each 24 hours.
- (f) An employee must not work more than 5 consecutive shifts unless mutually agreed in writing with the Employer.
- (g) Except for unpaid meal breaks, all time from the start of a rostered shift to the end, counts as working time.
- (h) Employees on both outgoing and incoming shifts, and the Employer, will ensure there is handover between registered nurses at the commencement of each shift to inform of any changes to a residents' health status.

16. 12-hour Shifts

Unless expressly provided for, this clause operates in isolation and to the exclusion of other clauses in this Agreement that deal with the arrangement of ordinary hours, reasonable additional hours, overtime, penalty rates, loadings, allowances, shift and weekend work, public holidays, breaks and breaks between shifts, on-call and averaging of hours. This system is voluntary for the employee and does not replace or displace the Employer's existing shift systems that apply to other employees. The implementation of 12-hour shifts intends to ensure consistent resident care and coverage, and importantly enable staff to work the same number of contracted hours while attending work less, with the aim of providing employees who want it with more free time away from the workplace.

16.1 Hours During 12-Hour Shift Arrangements

- (a) Subject to this clause and as part of the Employer's work/life balance approach, the Employer may offer in writing, and an employee may accept, 12-hour shift arrangements.
- (b) A 12-hour shift written agreement must contain the following information:
 - (i) the name of the employee, classification under this Agreement and employment status i.e. full-time, part-time or casual.
 - (ii) Current guaranteed minimum contracted hours.
 - (iii) When the 12-hours shift arrangement will commence, taking into consideration operational necessity and the employee's needs.
 - (iv) The regularity of days or nights of the week when 12-hour shifts are to be rostered, and where possible start and finish times.
 - (v) Notice required by the Employer or employee to end the 12-hour shift arrangement.
 - (vi) Any other information relevant to the arrangement.
- (c) To the extent seen as useful to the Employer, the following requirements may also be included within the 12-hour shift written agreement:
 - (i) The ordinary hours of work for each full-time employee must be 152 hours balanced over a 4-week period, which may be worked as 12 x 12 hour shifts plus one 8-hour shift. Part-time and Casual Employees are entitled to the same on a pro rata basis.

Example only:

Roster Cycle	Shifts Per Week	Hours Accumulated
Week 1	3 shifts x 12 hours in duration	36
Week 2	3 shifts x 12 hours in duration	72
Week 3	3 shifts x 12 hours in duration	108
Week 4	3 shifts x 12 hours in duration plus 1 x 8 hour shift	152 hours within a 4-week period

- (d) By mutual agreement the 12-hour shift arrangements may be rotated such that an employee has an equal share of day, night and weekend 12-hour shifts; or
- (e) An employee and the Employer may agree to regular 12-hours shifts on specific days and during specific hours, subject to the personal needs of the individual and the operational needs of the Employer.
- (f) The minimum off-duty break between 12-hour shifts must be 11.5 hours.
- (g) No overtime must be worked or payable in conjunction with a 12-hour shift.
- (h) For the purpose of this clause, the day shift may have a span of up to 12.5 hours and must include a 30 minute unpaid meal break and two 20-minute paid tea breaks.
- (i) The night shift may have a span of up to 12.5 hours and must include one 30-minute unpaid meal break and a further 1 hour paid break or two 30-minute paid breaks.
- (j) Employees must not be rostered on single days off unless it is at the request of the employee and approved by the Employer.
- (k) Unless unforeseeable events cause part of a 12-hour shift to be vacant, any 12-hour shift being replaced by another worker will cover the full span of the shift.

16.2 Payment for 12-Hour Shift Arrangements

- (a) For all hours worked during a 12-hour shift arrangement, in addition to the employee's Base Rate of Pay, subject to the table beneath, the following loadings will apply. No other penalty rates or overtime apply during a 12-hour shift:

Day of the week	12-hour Shift commences	Loading applied to whole shift
Monday to Friday	Between 6AM-10AM	10% on top of the Base Rate of pay for all hours worked
Monday to Thursday	Between 6PM-10PM	25% on top of the Base Rate of pay for all hours worked
Friday or Sunday	Between 6PM-10PM	50% on top of the Base Rate of pay for all hours worked
Saturday	Between 6AM-10AM	50% on top of the Base Rate of pay for all hours worked
Saturday	Between 6PM-10PM	80% on top of the Base Rate of pay for all hours worked
Sunday	Between 6AM-10AM	80% on top of the Base Rate of pay for all hours worked

16.3 Discontinuance of 12-Hour Shift Arrangements

- (a) Where an employee wishes to withdraw from their 12-hour shift arrangement, they must notify the Employer in writing and provide a period of notice equivalent to a roster cycle, working out such notice unless otherwise agreed. In the case of demonstrated pressing necessity, a minimum of 2 weeks' notice must be provided, or such lesser period as mutually agreed between the employee and Employer.
- (b) The written notice required above must inform the Employer whether withdrawal from the roster is a temporary or permanent removal from the 12-hour shift system.
- (c) The Employer may remove an individual employee from:
 - (i) a 12-hour shift without notice due to safety related concerns, subject to immediate consultation followed by written advice.
 - (ii) a 12-hour shift roster cycle, subject to consultation and written notice of 2 weeks or such lesser period as agreed. The employee must work out such notice unless alternative roster arrangements are required by the manager.
 - (iii) a 12-hour shift system permanently, subject to consultation and written notice of 2-weeks or such lesser period as agreed. The employee must work out such notice unless alternative roster arrangements are required by the manager.
- (d) Where a 12-hour shift system is no longer appropriate for the Employer, subject to consultation with all employees affected, 1- months' notice of the intended cessation must be given. The requirements of this Agreement's consultation provisions, particularly at Clause 33, must be adhered to.

17. Reasonable additional hours

All hours worked over 38 average ordinary hours per week, will be deemed reasonable additional hours.

- (a) 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):
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of the workplace or enterprise in which the employee is employed;
 - (iv) 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;
 - (v) any notice given by the Employer of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) the usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours are in accordance with averaging terms included under section 63 of the Act, or the Agreement, or with an averaging arrangement agreed to by the Employer and employee under section 64 of the Act;
 - (x) any other relevant matter.
- (b) Subject to Clause 15.1, Arrangement of Ordinary Hours, and any associated working arrangement provisions within this Agreement, reasonable additional hours may attract overtime payments as detailed within Clause 22 of this Agreement.

18. Breaks between shifts

An employee must receive the following breaks (time off) between rostered shifts:

- (a) 10 hours, which may be reduced to 8 hours by mutual agreement:
 - (i) between ordinary rostered shifts; or
 - (ii) when reasonable additional hours are worked that are not overtime hours.

19. Requests for Flexible Working Arrangements (FWAs)

Requests for flexible working arrangements are provided for in the NES. Disputes about requests for flexible working arrangements may be dealt with under Clause 42— Grievance and Dispute Resolution Procedures and/or under section 65B of the Act.

20. Rosters

Clause 20, Rosters, does not apply when the only change to the roster of a part-time employee is the addition of extra hours as mutually agreed between the employee and Employer, to be worked such that the part-time employee still has 2 RDO that week or 4 RDO in that fortnight.

20.1 Roster availability

- (a) For each employee other than a Casual Employee, the Employer must make available in a form reasonably accessible to the employee, a roster that includes the following:
 - (i) the ordinary hours of work for that employee;
 - (ii) any RDO, and
 - (iii) any ADO.
- (b) The roster must be provided at least 2 weeks prior to the start of the first working shift in that roster cycle, subject to sub-clause 20.2, Alterations to Roster.
- (c) The roster and any changes to the roster may be communicated by the Employer to an employee in any effective way.
- (d) Sub-clause 20.1 Roster Availability, does not make it obligatory for the Employer to display any roster of ordinary hours of work of casual or relieving employees.

20.2 Alterations to Roster

- (a) Despite Clause 20.1(b), a roster may be altered at any time by mutual agreement between the Employer and employee:
 - (i) to enable the service of the Employer to be carried on;
 - (A) when another employee is unexpectedly absent from duty; or
 - (B) in the event of an emergency; or
 - (C) for any other reason.

20.3 Shift Swap

- (a) When an employee not including a Casual Employee requests a shift-swap the request must be in writing and received by the Employer with no more than 1 month notice and at least 7 days before the requested change. All employee-requested shift-swaps must be approved by the Employer prior to them being worked by the substitute staff member. The relevant manager must approve all reasonable requests for a shift-swap, unless limited by operational necessity or extenuating circumstances.
- (b) An employee may seek a shift-swap without notice as required in (a) above, in emergency circumstances only. Such shift-swap must be sought and approved by the relevant manager before it takes place.

21. Meal Breaks and Tea Breaks

21.1 Meal Breaks

- (a) When an employee works more than 5 consecutive hours they become entitled to an unpaid break of no less than 30 minutes and up to no more than 60 minutes. The employee must take such meal break between the 4th and the 6th hour after beginning work, where reasonably practicable and subject to Employer approval. Notwithstanding, an employee who works 6 hours or less may forfeit their meal break where agreed by the Employer. No overtime will apply in such circumstances.
- (b) Where an employee is required by the Employer to be on duty during a meal break, the employee will be paid overtime for all time worked until the meal break is taken.
- (c) Where an employee is required by the Employer to remain available during a meal break, but is free from duty, the employee will be paid at the Ordinary Rate of Pay for a 30 minute meal break. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period the employee must be paid overtime for all time worked until the balance of the meal break is taken.

21.2 Tea Breaks

- (a) Every employee is entitled to take a paid 10-minute tea break in each 4 hours. Notwithstanding, the Employer will allow an employee who works a minimum 7.6 hour shift two paid 10 minute tea breaks. Such tea breaks are to be taken at a time requested by the employee and approved by the Employer.
- (b) Subject to agreement between the Employer and employee, where two 10-minute tea breaks are entitled for the shift, the 2 tea breaks may be taken as one 20-minute tea break instead.
- (c) Tea breaks will count as time worked.

22. Overtime

- (a) Employees who work 12-hour shift arrangements will not be covered by the following provisions. For working arrangements and payment of 12-hour shifts, refer to Clause 16.
- (b) Full-time, part-time and Casual Employees who work shifts other than 12-hour shifts, are entitled to payment of overtime in accordance with this clause.
- (c) When full-time, part-time or Casual Employees work more than 10 ordinary hours on any day or shift, they must be paid overtime as follows:

Overtime calculation and payment per shift or day on hours worked outside of ordinary hours			
Type of Employee	Monday to Saturday	Sunday	Public Holidays
Full-time or Part-time employees receive overtime payments on a per day or shift basis.	150% x Base Hourly Rate of pay for the first two hours then 200% x the Base Hourly Rate of pay thereafter. No other shift or weekend penalties apply.	200% x Base Hourly Rate of pay for all overtime worked on a Sunday. No other shift or weekend penalties apply.	250% x Base Hourly Rate of pay for all overtime worked on a Public Holiday. No other shift or weekend penalties apply.
Casual Employees receive overtime payments on a per day or shift basis.	150% x Casual Hourly Rate of pay for the first two hours then 200% x Casual Hourly Rate afterwards. No other shift or weekend penalties apply.	200% x Casual Hourly Rate of pay for all overtime worked on a Sunday. No other shift or weekend penalties apply.	250% x Casual Hourly Rate of pay for all overtime worked on a Public Holiday. No other shift or weekend penalties apply.

22.1 Additional Overtime Requirements – Work on a Rostered Day Off

- (a) Overtime must also be paid when the employee is required by the Employer to work on a RDO unless the Employer and employee have agreed to time off in Lieu of overtime under Clause 22.4, or some alternative arrangement as mutually agreed in writing, that do not include overtime.
- (b) Unless otherwise agreed between the Employer and employee, overtime must be paid when the employee is deprived of part of their break between shifts (time off duty) as required under Clause 18, Breaks between shifts.

22.2 Additional Overtime Requirements – 10 hours off duty after working overtime not satisfied

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) When the next shift is due to start before an employee has had at least 10 hours off duty, an employee, other than a Casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) When, on the instruction of the Employer, a full-time, part-time or casual Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid overtime at the rate of 200% of the Base Rate of Pay applicable to their classification and pay point (or 200% of the Casual Hourly Rate in the case of a Casual Employee), and be provided with a 20 minute paid meal break for each 4 hour of overtime worked, until released from duty for such period. The employee 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 the absence.

22.3 Additional Overtime Requirements – Recalled to work Overtime

- (a) Employees who are recalled to work overtime after leaving the Employer's place of work must be paid a minimum of 4-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 must not be required to work the full 4 hours if the tasks they were recalled to perform are completed within a shorter period.
- (b) When an employee is recalled and works more than the minimum engagement, they are entitled to a 20 minute paid break every 4 hours. Where a meal cannot be provided to the employee by the Employer free of charge, the meal allowance on overtime will apply in accordance with Clause 13.4 of this Agreement.
 - (i) An employee recalled to work overtime will be reimbursed reasonable travel expenses actually incurred in respect of the recall to work.
 - (ii) Provided that when an employee elects to use their own vehicle the employee must be paid the per kilometre allowance set out in Item 4 of Schedule C to this Agreement.
- (c) An employee who is required to be on call and who is required to perform work by the Employer by telephone or other electronic communication away from the workplace must be paid at the appropriate overtime rate for a minimum of 1 hour of work. Multiple electronic requests made and concluded within the same hour must be compensated within the same 1 hour of overtime payment. Time worked beyond 1 hour will be rounded to the nearest 15 minutes.
- (d) To calculate overtime, each day must be assessed separately except when overtime starts on one day and ends on the next day. In that case the overtime is deemed to be part of the first day.

22.4 Additional Overtime Requirements - Time off in lieu (TOIL)

- (a) An employee (not including a Casual Employee) and the Employer may agree to time off instead of payment for overtime hours. This is known as TOIL.
- (b) The quantum of TOIL is calculated by converting the overtime payment that would have been made into equivalent hours. Time off is to be paid at the employee's Base Rate of Pay.
- (c) TOIL of overtime must be used by the employee within 6 months after the time it is worked. The Employer and employee must mutually agree upon the dates and times for such leave to be taken before it is approved by the Employer and taken by the employee.
- (d) If the TOIL has not been taken within the period of 6 months, the Employer can pay the employee for the overtime, in the next pay cycle following those 6 months, at the overtime rate applicable to the overtime when worked.

- (e) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- (f) The Employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (g) Except for subclause (i) of this clause, employees cannot be compelled to take time off in lieu of overtime and the Employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
- (h) A full-time employee required by the Employer to work on a RDO may elect to be paid at overtime rates for all hours worked on that day or take the equivalent number of hours to the overtime payment that would have been made as time in lieu on a day which is mutually agreed with the Employer.
- (i) When no election is made under paragraph (h) the employee must be paid overtime rates in accordance with this Agreement.

23. Shiftwork and Weekend Work

23.1 Ordinary hours worked Monday to Friday inclusively, that involve shiftwork

- (a) The following shift penalties apply to employees not defined as Day Workers, who work their ordinary hours on weekdays (Monday to Friday).

Provided that part-time and Casual Employees are only entitled to the additional rates where their shifts commence prior to 6.00 am or finish after 6.00 pm:

Type of Employee		Afternoon shift commencing at or after 1pm and before 4pm	Night shift commencing at or after 4pm and before 6am	
To be paid per hour worked for all hours during shift				
Full-time/Part-time		Base Rate of Pay Plus 12.5% shift penalty	Base Rate of Pay Plus 15% shift penalty	
Casual Employee		Base Rate of Pay Plus 12.5% shift penalty Plus Casual Loading	Base Rate of Pay Plus 15% shift penalty Plus Casual Loading	

23.2 Ordinary hours worked during the weekend

- (a) For ordinary hours worked on a Saturday or Sunday, the following weekend penalty rates apply:

Type of Employee	Saturday Rates From midnight Friday to midnight Saturday	Sunday Rates From midnight Saturday to midnight Sunday
Full-time/Part-time	Base Rate of Pay Plus 50% shift penalty	Base Rate of Pay Plus 75% shift penalty
Casual Employee	Casual Hourly Rate Plus 50% shift penalty	Casual Hourly Rate Plus 75% shift penalty

- (b) For full-time, part-time and Casual Employees, weekend penalties in Clause 23.2(a) must be in substitution for and not cumulative upon the shift penalties prescribed in Clauses 23.1 and 23.2. To be clear, afternoon and night shift penalty rates do not apply on weekends.

24. Public Holidays

- (a) Public Holidays are provided for within the NES, and as appropriate the provisions of this clause.
- (b) Employees must not work on Public Holidays unless the Employer has made a reasonable request for that employee to do so and the employee agrees.
- (c) An employee may refuse the request and take the day off if the request by the Employer is unreasonable or if refusal by the employee is reasonable.
- (d) In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the parties agree that the nature of the Employer's workplace or enterprise (including its operational requirements) and the nature of the work performed by employees reasonably require employees to work Public Holidays and that employees could reasonably expect that the Employer might request them to work on Public Holidays.
- (e) Reasonable grounds for an employee refusing a request to work on a Public Holiday as referred to in (d) above, are dealt with under Section 114 of the Act.
- (f) (i) Where a public holiday falls on a day that the employee would ordinarily be rostered and work, the day off (or part day off as the case may be) will be allowed to the employee without loss of ordinary pay.
- (ii) All full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday to Friday employees.

24.1 Payment for working on a Public Holiday

- (a) Where a Public Holiday falls on a day that the employee would ordinarily work, and the employee is approved by the Employer to work on such day, payment will be based on

the Table below and not include any other penalties (including shift and weekend penalties):

Type of Employee	Payment for working on a Public Holiday Option a. Default where no option is elected	Time Off in Lieu available (TOIL) Option b. By election by the employee
Full-time employee	Double time the Base Rate of Pay	Ordinary time for the day worked plus a day (or time equivalent to the hours worked) off with pay
Part time employee	Double time the Base Hourly Rate of Pay	Ordinary time for the day worked plus a day (or time equivalent to the hours worked) off with pay
Casual Employee	Double time the Casual Hourly Rate of Pay	Nil TOIL

- (b) The Employer recognises that work performed on 25 December which falls on a Saturday or Sunday, may not, as a consequence of substitution, be considered a public holiday within the meaning of the NES. Notwithstanding, the Employer must pay an employee working on 25th December the Saturday or Sunday payment (as appropriate) plus an additional penalty of 50% of the employee's Base Hourly Rate of Pay applicable to their classification and pay point (or 50% of the Casual Rate of Pay in the case of a Casual Employee) for the hours worked on that day.
- (c) Further to (b) above, all work performed on the substitute day by an employee will receive an additional loading of 50% of the employee's minimum hourly rate applicable to their classification and pay point (or 50% of the casual hourly rate in the case of a casual employee) for the hours worked on that day, instead of the rates referred to in Clause 24.1(a).
- (d) The TOIL election referred to in the above table 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 approval of the Employer.

24.2 On-Call Roster

- (a) In order to deliver quality resident care and to support efficient replacement of employees who are on unplanned leave, the Employer may operate an on-call roster.

- (b) An employee on-call agrees to make themselves ready and available to return to work at short notice at the Employer’s premises, while off duty.
- (c) Participation in the on-call roster is voluntary and employees must not be directed to be on call.
- (d) If an employee and the Employer agree to the employee being listed on the on-call roster, the employee commits to being willing and able to attend work and provide care and services according to their role at short notice.
- (e) An on-call allowance must be paid to an employee who is rostered to be on-call at their private residence or any other mutually agreed place.
- (f) For every 24-hour on-call period, or part thereof, an on-call employee is entitled to an on-call allowance as follows:

Between rostered shifts or ordinary hours on:	\$ per 24-hour period or part thereof
Monday to Friday inclusive	\$25.48
Saturday	\$38.38
Sunday, public holiday, or non-rostered day:	\$44.77

The above rates may move in line with those on-call allowance rates contained in Clause 17.2(a) of the Award.

- (g) For the purpose of payment the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls
- (h) When an on-call employee is recalled to duty by the Employer they must be reimbursed all reasonable travel costs actually incurred. If the employee elects to use their own vehicle for this purpose the employee must be paid the per kilometre allowance set out in Item 4 of Schedule C to this agreement
 - (i) An employee who is on-call and who is recalled to work at the workplace will be paid a minimum of 4 hours work.
 - (ii) All work undertaken after being recalled will be subject to any applicable loadings and penalty rates, as per this Agreement.
 - (iii) All work undertaken after being recalled will count as service for the purposes of this Agreement.

Part 5 – We Understand the Need for Time Off – How You Take Leave

On most occasions leave must be approved before it is taken or entered into. Unapproved leave may not be processed, subject to circumstances.

25. Annual Leave

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

25.1 Quantity and Accrual of Annual Leave

- (a) For the purposes of the NES and associated shift worker annual leave entitlements, a shift worker is defined as:
 - (b) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - (c) is regularly rostered various and multiple shifts over 7 days of the week and regularly works on weekends.
- (d) The quantity of annual leave that an employee is entitled to for each anniversary year is as follows:

	NES entitlement	Plus Harbison AL component	TOTAL amount per anniversary year
Shift worker	5 weeks	1 week	6 weeks
Non-shift worker	4 weeks	2 weeks	6 weeks

- (e) The amounts referred to in (d) must be provided to part time employees on a pro rata basis.
- (f) 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.

25.2 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave will be paid at the employee's base hourly rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee going on leave may elect to be paid prior to commencing their period of leave. Where the Employer is not notified of the employee's election, payment will be made in accordance with the Employer's regular pay cycle
- (c) Once the leave has commenced the election cannot be changed unless the Employer agrees.

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

(e) Annual leave loading, if any, will be paid in accordance with clause 25.3.

25.3 Annual Leave Loading

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

(i) an annual leave loading of 17.5% of their Annual Leave; or

(ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

(b) The leave loading (or penalty rates as the case may be) will be paid on a maximum of 4 weeks per anniversary year for a non-shift worker, and a maximum of 5 weeks per anniversary year for a shift worker.

(c) The Annual Leave loadings in clause 25.3 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 24, Public Holidays or for purchased additional leave in accordance with Clause 25.11.

(d) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

25.4 Taking of Annual Leave

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

(i) at least that amount of annual leave is credited to the employee; and

(ii) the Employer has authorised the employee to take the annual leave during that period.

(a) Prior to the taking of annual leave, the employee must make written application to the Employer, giving reasonable notice of the desired period of absence and amount of leave required.

(b) Employees must ensure that during peak demand times such as Christmas, Easter, school holidays and long weekends, the Employer is provided with more notice. There may also be further time taken to approve leave requests

(c) Subject to receipt of a leave application, annual leave may be approved and granted, or declined as the case may be, on a fairness basis. This is so all staff have the same opportunity to have breaks from work, especially at certain times of the year. The operational needs of the Employer are also critically taken into account, when approving leave.

(d) The Employer will utilise its best endeavours to respond to an application for annual leave and regardless of approval status, subject to circumstances provide a timely response.

(e) The Employer will not unreasonably withhold or revoke approval of leave once it is given.

25.5 Excessive accumulated annual leave

(a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks paid annual leave, or 12 weeks paid annual leave for a shift-worker as defined under Clause 25.1(b) and (c).

(b) If an Employee has an excessive leave accrual, the Employer or employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

25.6 Excessive leave accruals: direction by the Employer that leave be taken

(a) If the Employer has genuinely tried to reach agreement with an employee and agreement is not reached (including because the employee refuses to confer) the Employer may direct the employee in writing to take one or more periods of paid annual leave.

(b) However, a direction by the Employer under Clause 25.6(a):

(i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements are taken into account; and

(ii) must not require the employee to take any period of paid annual leave of less than one week; and

(iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and

(iv) must not be inconsistent with any leave arrangement agreed by the Employer and employee.

(c) the employee must take paid annual leave in accordance with a direction under paragraph (a) as in effect and given by the Employer.

(d) an employee to whom a direction has been given under Clause 25.6(a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (a) may result in the direction ceasing to have effect.

Note 2: Under section 88(2) of the Act, the Employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

25.7 Excessive leave accruals: request by employee for leave

(a) If an employee has genuinely tried to reach agreement with the Employer under but agreement is not reached (including because the Employer refuses to confer), the

employee may give a written notice to the Employer requesting to take one or more periods of paid annual leave.

- (b) However, an employee may only give a notice to the Employer under Clause 25.7(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction that when any other paid annual leave arrangements (whether made under relevant clauses or otherwise agreed by the Employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.

- (c) A notice given by an employee under paragraph (a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under relevant clauses or otherwise agreed by the Employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the Employer and employee.

- (d) An employee is not entitled to request by notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift-worker, as defined) in a period of 12 months.
 - (i) The Employer must grant paid annual leave requested by a notice under paragraph (a).

25.8 Cashing out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement between the Employer and an employee, subject to the following conditions: (refer to section 93 of the Act)
 - (i) paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

- (iv) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks. Notwithstanding, where the employee requests and the Employer agrees, up to a further 3 weeks may be cashed out.

25.9 Annual Leave and Service

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

25.10 Payment of Annual Leave on Termination

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

25.11 Purchased Additional Leave (PAL)

(a) The Employer may offer permanent employees the opportunity to "purchase" an additional four weeks 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.

- (i) For the purpose of this subclause and PAL, "salary" for a part time employee must be based on their hours worked per week, unless otherwise agreed by the Employer and employee.

(b) An employee wishing to purchase additional leave must enter into a written agreement with the Employer which must include:

- (i) an election at the beginning of each financial year (i.e. on 1 July each year);
- (ii) agreement that the employee's salary will be reduced by 1.92% for each week of leave purchased for the period of the agreement; and
- (iii) authority for the Employer to withhold an amount of money, from any monies owing to the Employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- (iv) Annual leave entitlements must be exhausted before the employee's PAL can be accessed.
- (v) 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.
- (vi) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading must not apply to PAL.

26. Personal / Carer's Leave (PCL) and Compassionate Leave (CL)

Personal/Carer's Leave and Compassionate Leave are provided for by the NES.

26.1 Cashing out of Paid Personal/Carer's Leave

- (a) An employee is entitled to cash out an amount of paid personal/carers leave credited to the employee provided:

- (i) the Employer authorises the employee to forgo the amount of paid personal/carer's leave. The Employer has complete discretion.
- (ii) 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
- (iii) each cashing out of a particular amount of paid personal/carer's leave must be by a separate agreement in writing between the Employer and the employee; and
- (iv) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.

26.2 Notice and Evidence Requirements

In addition to the NES, the following applies to employees for the purpose of Personal Leave, Carers Leave and Compassionate Leave.

- (a) To be entitled to any type of leave under clause 26 an employee must give the Employer notice of leave type needed, the expected period of the leave where possible, including an anticipated return to work date. The above must be provided to the Employer as soon as reasonably practicable (which may be at a time before or after the leave has started) informing that the employee is (or will be) absent from his or her employment;
- (b) Where any absence is two consecutive days or less, the Employer may dispense with the requirement for a medical certificate or other acceptable evidence, suitable for the absence.
- (c) In consideration of an employee's welfare needs the Employer may also request an employee to provide evidence in circumstances where any absence under this clause:
 - (i) is immediately before, during or after a period of annual leave or a public holiday; or
 - (ii) follows a pattern of repeated absence; or
 - (iii) has exceeded 4 separate leave occasions within a 3-month period; or
 - (iv) gives rise to the Employer's duty of care under Work Health & Safety legislation, including transmissible diseases and State or Commonwealth directives regarding pandemic.
- (d) For the purpose of this clause a "leave occasion" can be one single day, or a number of consecutive days. The evidence must be submitted in the form of a medical certificate or other reasonable evidence acceptable to the Employer, that is appropriate for the leave type, advising the reason for the absence (taking into consideration privacy requirements) and the anticipated duration of the absence.

26.3 Taking Personal/Carers leave under special circumstances

- (a) The Employer recognises that under special circumstances an Employee's Personal/Carers paid leave balance may not be enough to cover certain absences.

- (b) During times of hardship caused by personal ill-health, personal injury and carers responsibilities an Employee may consult with the Employer to achieve a plan of work and leave-taking that will minimise the impact where possible.
- (c) When approached by an Employee, the Employer must discuss with the individual their circumstances and any supports that the Employer can make available. Those supports include but are not limited to early access to leave, use of alternative paid leave types, access to workplace flexibilities and approved leave without pay.
- (d) The plan must be placed in writing and endorsed by the Employer and employee with a view to maintaining employment where possible, and achieving a successful return to the workplace, subsequent to the absence and associated hardship passing.

27. Voluntary Emergency Management Activity (VEMA)

An employee engages in a VEMA if:

- (i) they voluntarily participate;
- (ii) the activity involves dealing with an emergency or natural disaster;
- (iii) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
- (iv) the REMB requests their participation
- (v) VEMA leave is unpaid. However, to further support employees, a full time or part Time employee returning to work after a period of leave under this clause, will be paid for the first 4 weeks of their return, a 30% penalty rate calculated against their Base Hourly Rate of Pay. This will be paid each pay cycle, on top of other wages earned for that period.

28. Parental Leave

28.1 Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act), and the additional provisions of this Clause.

28.2 Paid Parental Leave

- (a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed 3 months of continuous service prior to each claim.
- (b) For the purposes of the calculation of "ordinary pay" for paid parental leave purposes, an employee will be paid the higher of:
 - (i) The average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave; or
 - (ii) The ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:

- (i) 9 weeks paid maternity leave for the birth mother;
 - (ii) 9 weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) 2 weeks paid partner leave.
- (d) Paid partner leave will be payable to:
- (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.
- (e) Partner includes same-sex and de facto partner but does not include former de facto partners.
- (f) Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act must be deducted from the employee's entitlement to paid maternity leave.

29. Long Service Leave (LSL)

29.1 An employee's entitlement to long service leave will accrue, accumulate, be taken and paid in accordance with the provisions of the Long Service Leave Act 1955, except where varied by this clause.

29.2 Where there is an inconsistency between that legislation and the provisions of this Agreement, these provisions must prevail to the extent they are more generous.

29.3 (i) Any employee whose employment commenced prior to the date of operation of this Agreement must apply Schedule E, Long Service Leave for Employees prior to this Agreement becoming operational.

(ii) The intent of subclause 29.3 and Schedule E, is to maintain the existing accrual and all entitlements relating to long service leave of employees who, prior to the commencement of this Agreement, were employed under the Harbison Memorial Retirement Village, NSWNMA and HSU NSW Enterprise Agreement 2017-2020.

29.4 For all other employees Clauses 29.4 to Clause 29.5 must apply.

(i) For the purpose of 29.4(i) Table A, the date on which an employee enters into a period of LSL will be referred to as the prescribed date, and the Ordinary Rate of Pay which applies to the period of leave is that amount which applies to the employee on the prescribed date.

Table A:

Years of continuous service required to be completed with the Employer	Amount of LSL on Ordinary Rate of Pay
At 10 years	2 months
At the completion of the next 5 years (i.e. 15 years completed service)	Another 1 month
For each block of 5 years completed years of service thereafter	Another 1 month per 5-year block

(ii) For the purpose of 29.4(ii) Table B, the date on which an employee ceases employment with the Employer will be referred to as the prescribed date. Where the services of an employee end for the reasons stipulated in Table B beneath, the following

payouts of Long Service Leave will apply at the Ordinary Rate of Pay applicable on the prescribed date.

Table B:

Years of completed service	Reason for employment ending	Amount of LSL paid out where none has been taken*
Less than and up to 5 years	Any	Nil
More than 5 and less than 10	Terminated by the Employer for any reason other than the worker's serious and wilful misconduct, or by the worker on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the worker.	A proportionate amount of 2 months for 10 years completed service.
10 years and less than 15 years	Any reason	A proportionate amount of 3 months for 15 years completed service
15 years of service or more	Terminated by the Employer for any reason	A proportionate amount of 3 months for the first 15 years completed service, plus a proportionate amount on the basis of 2 months for 10 years' service completed thereafter.
*Where an amount of LSL has already been taken and paid out, that amount must be taken into consideration and debited when calculating final payout figures.		

(iii) In calculating completed years of service, the Employer must not take into account any periods of absence that are considered excluded periods under Section 22 of the Fair Work Act. An excluded period does not break the employee's continuous service, but it does not count towards the length of the employee's continuous service.

(iv) The following periods do not count as towards service completed:

- (a) any period of unauthorised absence;
- (b) any period of unpaid leave or unpaid authorised absence, other than:
 - (i) a period of community service leave; or
 - (ii) a period of stand down under Part 3-5, under an enterprise agreement that applies to the employee, or under the employee's contract of employment; or
 - (iii) a period of leave or absence of a kind prescribed by the Fair Work Regulations.

(d) Notwithstanding (b) above, in the case of employees who have completed at least 10 years' service, thereafter any period of authorised unpaid absence, not exceeding 6 months, unless otherwise agreed.

(e) any other period of a kind prescribed by the Fair Work Regulations.

29.5 Taking of LSL, Notice, Approval And Payment

(a) Long Service Leave must be taken by the employee as soon as practicable after it falls due, having regard to the needs of the workplace.

(b) Where an employee requires to take LSL, they must provide the Employer with no less than one month's notice of the date from which it is proposed that the employee's long service leave will be given and taken. All LSL taken must be approved before it is entered into.

(c) Where the Employer requires an employee to take LSL, the Employer will give to the employee at least 1 months' notice of the date from which it is proposed that the employee's long service leave will be given and taken.

(d) Long Service Leave may be given and taken in one continuous period, or smaller periods by agreement with the Employer and as prescribed by the Fair Work Act.

(f) Unless otherwise agreed, LSL will be processed at the Employer's regular pay cycles and be paid at the ordinary hourly rate of pay that applies on the prescribed date.

(g) Notwithstanding (c) above, an employee may request the taking of their LSL be postponed to an agreed date in future.

(h) Where the Employer and the employee agree to the postponement of LSL, the period of leave at the time of agreement being made will, when taken, be paid at the ordinary hourly rate applicable at the time of agreement.

(i) The Employer and the employee must place the details of (h) within a written agreement, including any agreed future date and pay applicable.

29.6 Additional

(a) An employee, subject to the Employer's approval, may take long service leave on half their 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.

(b) 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.

30. Ceremonial Leave

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

31. Community Service Leave and Natural Disaster Leave

(a) Community Service Leave is provided for by the NES. Natural Disaster Leave is provided for by this Clause.

- (b) Where a permanent employee is unable to attend work because of the declared 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. This entitlement will be assessed on a case-by-case basis but will not be unreasonably refused.
- (c) For both Community Service Leave and Natural Disaster Leave, The Employer may require the employee to provide evidence to support their claim.
- (d) Payments under this clause may occur only once per anniversary year, unless otherwise arranged between the Employer and employee.

32. Support For Family and Domestic Violence

- (a) Family and domestic violence leave is provided for by the NES, which entitles all employees, including casuals, to up to 10 days of paid family and domestic violence leave each year.
- (b) To further support employees, an employee returning to work after a period of leave under this clause, will be paid for the first 4 weeks of their return, a 30% penalty rate calculated against their Base Hourly Rate of Pay. This will be paid each pay cycle, on top of other wages earned for that period.
- (c) The entitlement referred to in this Clause 32 must not accumulate each year.

Part 6 – We Believe in Growing Together – Other Provisions

33. Consultation

33.1 Consultation about major workplace change

33.1.1 If the Employer makes a definite decision to make major changes in production, program, organisation, structure, or technology that are likely to have significant effects on employees, the Employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any);
- (b) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
- (c) commence discussions as soon as practicable after a definite decision has been made.

33.1.2 For the purposes of the discussion under clause 33.1 the Employer must give in writing to the affected employees and their representatives (if any) relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

33.1.3 Clause 33.1 does not require the Employer to disclose any confidential information if its disclosure would be contrary to the Employer's interests.

33.1.4 The Employer must promptly consider any matters raised by the employees or their representatives about the changes, in the course of the discussion under clause 33.1.

33.1.5 In clause 33.1.1 : significant effects on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the Employer's workforce or in the skills required; or
- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or
- (g) job restructuring.

33.1.6 Where this Agreement makes provision for alteration of any of the matters defined at clause, such alteration is taken not to have significant effect.

33.2 Consultation about changes to rosters or hours of work

33.2.1 Clause 33.2 applies if the Employer proposes to change the regular roster or reduce ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic, or unpredictable.

33.2.2 The Employer must consult with any employee affected by the proposed change and include their representatives in discussions at the employee's request.

33.2.3 For the purpose of the consultation, the Employer must:

(a) provide to the employees and representatives mentioned in clause 33.2.2 information about the proposed change (for example, information about the nature of the change and when it is to begin); and

(b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and invite their representative (if any) to give their views about that impact.

33.2.4 The Employer must consider any views given under clause 33.2.2 .

33.2.5 Clause 33.2 is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

34. Redundancy

An employee (other than a casual employee) has an entitlement to notice of termination and redundancy pay in accordance with the provisions of Division 11 of the Act, except as varied by this clause.

34.1 When there is an inconsistency between the Act and the provisions of this Agreement, the Act must prevail to the extent they are more generous.

34.2 Where the Employer has made a definite decision that they no longer wish 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, bankruptcy or any other reason stated within the Act, the Employer may:

(i) Find the employee alternate employment, taking into consideration the employee's skills, qualifications, work history, and expertise; level of remuneration, hours of work and location to workplace; or

(ii) Pay the employee an amount to end their employment, as contained within subclause 34.3 or 34.4, whichever is relevant to their employment by the Employer.

34.3 The severance scale for permanent employees of the Employer prior and up to the commencement of this Agreement, is contained in Schedule D – Severance for Employees of the Employer prior and up to the commencement of this Agreement.

34.4 The Severance scale for permanent employees of the Employer after the commencement of this Agreement are as follows:

Years of Continuous Service with the Employer upon date of termination	Severance amount to be paid
Less than 12 months	NIL
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years but less than 10 years	16 weeks
At least 10 years	12 weeks
'Weeks pay' means the rate of pay for the employee concerned at the date of termination, and includes in addition to the Base Hourly Rate of Pay any over-agreement payments and shift and weekend penalties, if applicable.	

- 34.5 In consideration of subclause 34.2, when the Employer has found the employee alternative employment, or is unable to pay the amount of severance required, subject to an application by the Employer and further order of the FWC, the Employer may pay a lesser amount (or no amount) of redundancy pay, than that contained in subclause 34.3 or 34.4, whichever is appropriate to the employee's employment.
- 34.6 The FWC must have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect upon the Employer of having to pay the relevant amount of retrenchment pay.
- 34.7 In addition to severance, an employee whose job is made redundant, is entitled to notice, or payment in lieu of notice, in accordance with Clause 36 Termination of Employment, of this Agreement.

- 34.8 If because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies, the Employer may:
- (i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under Clause 36 Termination of Employment, and allow the employee to work out such notice at their higher rate of pay; or
 - (ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the Employer pays the employee in lieu of notice. If the Employer transfers an employee as mentioned in clause 34.8, the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.
- 34.9 For all employees covered by this Clause, regardless of commencement date, in calculating completed years of service, the Employer must not take into account any periods of absence that are considered excluded periods under section 22 of the Act. An excluded period does not break the employee's continuous service, but it does not count towards the length of the employee's continuous service.
- 34.10 The following periods do not count as service towards service completed:
- (a) any period of unauthorised absence;
 - (b) any period of unpaid leave or unpaid authorised absence, other than:
 - (i) a period of community service leave; or
 - (ii) a period of stand down under the Act, under an enterprise agreement that applies to the employee, or under the employee's contract of employment; or
 - (iii) a period of leave or absence of a kind prescribed by the Fair Work Regulations.
 - (c) Notwithstanding (b) above, in the case of employees who have completed at least 10 years' service, thereafter any period of authorised unpaid absence, not exceeding 3 months, unless otherwise agreed.
- 34.11 (a) Where the Employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by Clause 36, Termination of Employment, of this Agreement, for the purpose of job-search, or seeking other employment.
- (b) If an employee is allowed time off without loss of pay of more than one day under sub-clause 34.11(a), the employee must, at the request of the Employer, produce proof of attendance at an interview. A statutory declaration is sufficient.

(c) An employee who fails to produce job-search proof when required under sub-clause 34.11(b) is not entitled to be paid for the time off.

(d) This job search entitlement applies in circumstances of redundancy only and instead of any other job search provision within this Agreement as provided for under Clause 36.

35. Employee Leaving During Redundancy Notice Period

- (a) An employee given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the Act.
- (b) The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the Act had they remained in employment until the expiry of the notice.
- (c) However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

36. Termination of Employment

36.1 Termination of employment is provided for by the NES.

- (a) Sections 117 to 123 of the Act sets out the requirements for notice of termination by the Employer.

36.2 Notice of termination by the Employee

- (a) Clause 36 applies to (or for) all employees except those identified in sections 123 of the Act.
- (b) An employee must give the Employer notice of termination in accordance with the Table below - Period of notice, of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table - Period of notice for Employees

Column 1	Column 2
Employee's period of continuous service with the Employer at the end of the day the notice is given	Period of notice
Not more than 1 year	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

NOTE: The notice of termination required to be given by an employee is the same as that required of an Employer except that the employee does not to give additional notice based on the age of the employee.

- (c) Continuous service has the same meaning as in section 117 of the Act.
- (d) If an employee who is at least 18 years old does not give the period of notice required under Clause 36, then the Employer may deduct from wages due to the employee under this Agreement an amount that is no more than one week's wages for the employee.
- (e) If the Employer has agreed to a shorter period of notice than that required under the Table, then no deduction can be made under subclause 36.2(d) of this clause.
- (f) Any deduction made under subclause 36.2(d) must not be unreasonable in the circumstances.

36.3 Job search entitlement

- (a) Where the Employer has given notice of termination to an employee other than a Casual Employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- (b) The time off under subclause 36.3 is to be taken at times that are convenient to the employee after consultation with the Employer.
- (c) The job search entitlement under this subclause is not to be taken in addition to any job search provision of Clause 34.11 of the Agreement.

36.4 Payment of final pay upon termination must be in accordance with Clause 36.1 of the Agreement, or any other arrangement as mutually agreed between the Employer and Employee.

37. Labour Flexibility and Mixed Functions

- 37.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 37.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training must be facilitated by the Employer.
- 37.3 Any direction issued by the Employer pursuant to sub-clauses 37.1 and/or 37.2 must be consistent with the Employer's responsibility to provide a safe and healthy working environment for employees, and the Employer's duty of care to residents and/or clients.

38. Superannuation

- 38.1 The rights and obligations in these clauses supplement those in Superannuation Legislation.
- 38.2 The Employer must make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the Employer being required to pay the superannuation guarantee charge under Superannuation Legislation with respect to that employee.
- 38.3 (a) Under Superannuation Legislation individual employees may choose their own superannuation fund into which the Employer must make compulsory Employer superannuation contributions, and if relevant voluntary employee contributions.

(b) Where an employee does not choose a superannuation fund, the Employer must make the above superannuation contributions into one of the following funds, as chosen by the Employer, subject to any requirements for the Employer to pay contributions into an employee's staple fund:

(i) Aware Super ABN 53 226 460 365

(ii) HESTA ABN 64 971 749 321

(iii) Prime Super ABN 60 562 335 823

(iv) any agreed complying superannuation fund that offers a MySuper product provided that the Employer must not unreasonably withhold agreement.

38.4 Superannuation contributions must be calculated based on ordinary pay, which for the purpose of this Agreement includes ordinary time worked on Public Holidays and public holiday penalties.

38.5 The Employer must make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions must be remitted as per appropriate legislation.

38.6 Voluntary employee contributions, including salary sacrifice to super

(a) Subject to the rules of the relevant superannuation fund, an employee may elect in writing, to sacrifice a portion of post-tax salary to superannuation.. The Employer will thereafter pay on behalf of the employee, the amount specified by the employee, into the same superannuation fund that the Employer makes the superannuation contributions provided for in clause 38.3(b).

An employee election under this clause must be made at least 1 month prior to the commencement of the period of service to which the earnings relate and be in accordance with any relevant legislation.

(b) (i) Subject to the rules of the relevant superannuation fund, an employee may elect in writing, to sacrifice a portion of pre-tax salary to superannuation. This means the option of making additional superannuation contributions by electing, in writing, to sacrifice a portion of the gross earnings (pre-tax dollars). The Employer will facilitate salary sacrifice to superannuation in accordance with relevant legislation.

(ii) An employee election under this clause must be made at least 1 month prior to the commencement of the period of service to which the earnings relate and be in accordance with any relevant legislation.

39. Attendance at Meetings and Mandatory Training

(a) The Employer must provide, and employee's must attend on-going training as necessary and relevant their roles and responsibilities.

(b) Mandatory meetings and mandatory training (other than online) must be paid at the appropriate rate for the hours and days attended.

- (c) Mandatory meetings and mandatory training (other than online) may attract minimum engagement times and overtime, in accordance with this Agreement, subject to when the training (other than online) is rostered to occur.
- (d) Mandatory training that is conducted online including e-learning and is completed flexibly and at times of the employee's choosing must be paid at ordinary rates for the time taken to complete it up to the recommended time.
- (e) Wherever possible, the Employer will hold meetings and mandatory training within the employee's ordinary hours, notwithstanding employee's must attend training outside their normal rostered working hours when required to do so by the Employer.

40. Continuing Professional Development (CPD)

- (a) The Employer 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 the Employer.
- (b) Where practicable, and does not adversely impact care quality and safety, the Employer must support employees to access professional development opportunities by allowing flexibility of rostering and applications for leave.

41. Amenities

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

42. Grievance and Dispute Resolution Procedures

- 42.1 Unless otherwise stated the terms "party" or "parties" referred to in this clause means those included within Clause 3, Scope and Coverage.
- 42.2 This dispute resolution procedure will apply to disputes about:
 - (a) any disputes arising about an employment relationship under this Agreement, except matters relating to the actual termination of employment of an employee;
 - (b) threatened termination, with the exception that arbitration provisions do not apply unless the parties agree. Further, the parties' rights are reserved during this process and the Employer may exercise their right to terminate the employee in accordance with the Agreement;
 - (c) disputes regarding the NES;
 - (d) other disputes arising under the Agreement; and
 - (e) whether the Employer had reasonable business grounds under the Act in relation to requests for flexible working arrangements or requests for extending unpaid parental leave.
- 42.3 The Employer or employee may appoint another person, organisation or association to support and/or represent them for the purposes of this clause.
- 42.4 In the event of a dispute the parties must first try to resolve the dispute at the workplace through:

- (a) discussion between the employee and their supervisor, and if the matter is not resolved through that discussion, then
 - (b) the parties must then try to resolve it in a timely manner through discussion between the employee and more senior levels of management, as appropriate.
- 42.5 If a dispute is unable to be resolved at the workplace in accordance with this Clause, a party to the dispute may refer the matter to the FWC or other appropriate statutory tribunal.
- 42.6 The parties agree that the process to be followed by the FWC in dealing with the dispute include:
- (a) mediation, conciliation, and arbitration except for disputes arising as a result of workload management; and
 - (b) subject to agreement by the parties, arbitration for disputes arising as a result of workload management.
- 42.7 Subject to any applicable work health and safety legislation, while procedures are being followed under this clause in relation to a dispute work must continue in accordance with this Agreement and the Act and an employee must not unreasonably fail to comply with any direction by the Employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 43. Union Delegates**
- 43.1 The Employer recognises the right of an employee to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 43.2 The Employer will recognise one delegate from the NSW Nurses & Midwives' Association upon receipt of written notification from the union.
- 43.3 Subject to the care quality and safety needs and obligations of the Employer, a delegate must be released from work to attend union business in accordance with the following:
- (a) up to 5 days leave 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 workplace environment;
 - (b) up to 3 days leave to attend the NSW Nurses & Midwives' Association annual conference;
 - (c) a minimum of 28 days written notice, or less by agreement, specifying the time and nature of the union business must be provided to the Employer to request to be released from work for union business; and
 - (d) subject to the employee's leave balance and operational requirements, the Employer must not unreasonably refuse such a request.
- 43.4 A delegate may access leave without pay, annual leave or long service leave, for the purpose of attending training under this clause.

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

44. Vaccinations

44.1 (a) Current vaccinations may be a condition of ongoing employment, based on public health advice, work health and safety, aged care legislation, or the Employer's duty of care.

(b) The Employer must offer on a seasonal basis without cost to the employee any required vaccinations.

(c) The parties to this Agreement must encourage all employees to be immunised against relevant communicable disease.

44.2 An employee may request exemption by the Employer from any vaccination requirement under this clause 44, subject to meeting any statutory or public health advice criteria for medical contraindication or exemption.

The employee must provide the Employer with a certificate of exemption in the prescribed form, if any, if an exemption under this clause 44 is requested by the employee.

44.3 Employees who are exempt under this clause 44 may have their working arrangements reviewed and rearranged by the Employer to minimise work health and safety risk and must at all times meet or exceed the relevant infection prevention and control standards.

45. Employment Checks

45.1 For the purpose of this clause "check" means police check, working with children check, national disability insurance scheme, and any other relevant mandatory certification or screening required by their role during employment by the Employer.

45.2 Prior to expiration, the Employer must provide employees with reasonable notice that their check is due to expire.

45.3 On written application to the Employer an employee with at least 12 months continuous service must have the cost of their mandatory check paid by the Employer.

45.4 The employee acknowledges and recognises that satisfactory ongoing results of checks are a fundamental condition of obtaining and retaining ongoing employment by the Employer.

46. Variation and Termination of Agreement

This Agreement may be varied or terminated in accordance with the provisions of the Act.

EXECUTION:

Signed for and on behalf of:

Harbison the Employer, by its duly authorised officer:

Signature: 

Name: David Cochran

Position/Authority: Chief Executive Officer

Full address: 2-10 Charlotte Street, Burradoo, NSW, 2576

Date:24/11/2023.....

WITNESS

Signed for and on behalf of:

Harbison the Employer, by its duly authorised officer:

Signature: 

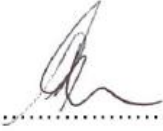
Name: Samantha Evison

Position/Authority: People and Culture Manager

Full address: 2-10 Charlotte Street, Burradoo, NSW 2576

Date:24/11/2023.....

EXECUTION



.....
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.

EXECUTION

Signed for and on behalf of:

Harbison employees represented by the following Employee Representative:



Signature:[.....](#)

Full Name: Bronwyn Dean

Position: Deputy Personal Care Manager

Authority: Employee Representative for Harbison employees covered by the Harbison Nursing Enterprise Agreement 2023

Full address (which may be the work address): 36 ~~Yarrawa~~ Road, Moss Vale 2577

Date: ...23/11/2023.....

SCHEDULE A – NURSING CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

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

Nursing Care has the same meaning as the Award

Nursing Assistant means an employee, other than one registered with the Board or one who is in training for the purpose of such registration, who is under the direct control and supervision of an RN and whose employment is solely to assist an RN or EN in the provision of nursing care to persons.

Enrolled Nurse (EN) means a nurse enrolled with the Board and is authorised to administer medications. An Enrolled Nurse may be required to lead and/or supervise the work of others.

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

Clinical Nurse (CN) means a nurse who performs the duties of a Registered Nurse, and who is appointed to the position by the Employer, by a selection process or by reclassification from a lower level, when the employee is required to perform higher duties on a continuing basis, in a clinical area of specified post registration qualification

Clinical Nurse Consultant (CNC) means a registered nurse appointed to the position by the Employer, by a selection process or by reclassification from a lower level, who has had at least 5 years post registration clinical nursing experience and who has in addition approved post registration qualifications relevant to the role in which they are appointed or such other qualifications or experience deemed appropriate by the Employer, and is required to perform duties in line with their experience and qualifications.

Clinical Nurse Educator (CNE) means a registered nurse appointed to the position by the Employer, by a selection process or by reclassification from a lower level, who has relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator must cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause must affect the role carried out by the Clinical Nurse as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting and researching.

Nurse Unit Manager means a registered nurse appointed to the position by the Employer, by a selection process or by reclassification from a lower level, who has relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is in charge of a unit or group of units. Duties of a Nurse Unit manager will substantially include, but are not confined to:

- a) Co-ordination of resident services
- b) Unit Management
- c) Nursing Staff Management

Care Manager means a person appointed to the position by the Employer, by a selection process or by reclassification from a lower level, who has relevant post registration certificate qualifications or experience deemed appropriate by the Employer, including that of a Registered Nurse. A Care Manager is required to have oversight of, or directly manage, responsibilities in relation to resident services, unit management and staff management functions, facility or organisation clinical management functions, strategic and development functions, and any other operational functions as deemed necessary by the Employer, within the individual's set of skills, qualifications and capabilities. Where appropriate, an individual at this level may also be allocated to the role of Director of Nursing for the purpose of the Public Health Act 2010.

Director of Nursing means a registered nurse who is appointed by the Employer, in accordance with the requirements of the Public Health Act 2010.

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 and is authorised to function autonomously and collaboratively in an advance and extended clinical role.

SCHEDULE B – HOURLY RATES OF PAY

BASE HOURLY RATE OF PAY – EMPLOYEES OTHER THAN CASUAL EMPLOYEES

The rates of pay for nursing staff in Table 1 is inclusive of a buy-out of one week's annual leave for all nursing classifications.

Classification	Effective FFPP on or after 1 July 2023	3.5% as at FFPP on or after 1 July 2024	3.5% as at FFPP on or after 1 July 2025
Column A	Column B	Column C	Column D
Assistant in Nursing (AIN)			
Assistant in Nursing (AIN)			
1st year	31.30	32.40	33.53
2nd year	31.50	32.60	33.74
3rd year	31.70	32.80	33.95
Thereafter	31.90	33.02	34.17
Enrolled Nurse (EN)			
EN			
1st year	32.64	33.78	34.96
2nd year	33.45	34.62	35.83
3rd year	34.29	35.49	36.73
4 th Year	35.14	36.37	37.65
5 th year thereafter	36.03	37.29	38.60
Registered Nurses			
Registered Nurse			
1st year	42.75	44.25	45.79
2nd year	43.30	44.82	46.39
3rd year	44.30	45.85	47.45
4th year	45.30	46.89	48.53
5th year	46.55	48.18	49.87
6th year	47.75	49.42	51.15
7th year	49.25	50.97	52.75
8th year and thereafter	50.75	52.53	54.37
NUM, CNC, CNS, Nurse Educators, Nurse Practitioners			
Nurse Unit Manager	56.00	57.96	59.99
Clinical Nurse	53.00	54.86	56.78
Clinical Nurse Consultant	55.00	56.93	58.92
Clinical Nurse Educator	55.00	56.93	58.92
Nurse Practitioner			

1st year	68.38	70.77	73.25
2nd year	69.65	72.09	74.61
3rd year	71.43	73.93	76.52
Thereafter	73.22	75.78	78.44
Management Leadership Team			
Care Manager			
<50 beds	58.19	60.23	62.33
51-100 beds	65.79	68.09	70.48
101-150 beds	68.31	70.70	73.18
151-200 beds	70.85	73.33	75.90
201-250 beds	71.00	73.49	76.06
>250 beds	74.23	76.87	79.52

SCHEDULE C - OTHER RATES AND ALLOWANCES

No.	Brief Description	Clause No.	Effective FFPP on or after Agreement comes into effect	Effective FFPP on or after 1 July 2024	Effective FFPP on or after 1 July 2025	
1	In charge of residential aged care facility less than 100 beds	13.1a	25.25	26.13	27.05	Per shift
2	In charge of residential aged care facility, 100 beds or more	13.1a	40.66	42.08	43.56	Per shift
3	In charge of section	13.1b	25.25	26.13	27.05	Per shift
4	Vehicle Allowance	13.2	Award Rate	Award Rate	Award Rate	Per km
5	Uniform Footwear requirement	13.3	\$1.50	\$1.55	\$1.61	Per shift
6	Laundry	13.3	Award Rate	Award Rate	Award Rate	Per shift
7	Meal on Overtime after 1 hour and then after a further 4 hours	13.4	Award	Award	Award	
8	Continuing Education Allowance: RN	13.5f	\$18.08	\$18.71	\$19.36	Per week
9	Continuing Education Allowance: RN	13.5g	\$30.12	\$31.17	\$32.27	Per week
10	Continuing Education Allowance: RN	13.5h	\$36.13	\$37.39	\$38.70	Per week

11	Continuing Education Allowance: EN	13.5i	\$12.04	\$12.46	\$12.90	Per week
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SCHEDULE D - SEVERANCE FOR EMPLOYEES OF THE EMPLOYER PRIOR AND UP TO THE COMMENCEMENT OF THIS AGREEMENT

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

Years of Continuous Service with the Employer upon date of termination	Severance amounts to be paid
Less than 1-year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

- (b) Where the employee is 45 years of age or over, the Employer must pay the employee in accordance with the following scale:

Years of Continuous Service with the Employer upon date of termination	Severance amounts to be paid
Less than 1-year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- (c) 'Weeks' pay' means the rate of pay for the employee concerned at the date of termination, and will include in addition to the ordinary pay any over-agreement payments and shift and weekend penalties if applicable.

SCHEDULE E - LONG SERVICE LEAVE FOR EMPLOYEES PRIOR TO THIS AGREEMENT BECOMING OPERATIONAL.

LONG SERVICE LEAVE

(1)

- a) Each employee must be entitled to 2 months long service leave on ordinary pay after ten years' service; thereafter additional long service leave must accrue on the basis of 5 months long service leave for each 10 years' service. This additional leave may be taken on a pro-rata basis each 5 years after completing the initial 10-year period of service.
- b) Where the services of an employee with at least 5 years' service are terminated by the Employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she must be entitled to be paid a proportionate amount on the basis of 2 months for 10 years' service.

(2) For the purpose of sub-clauses (1)(a) and (1)(b):

- (i) Service must mean continuous service with any one Employer/organisation;
- (ii) Service must:
 - (a) 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 must include any period without pay not exceeding 6 months taken after 1 June, 1980;
 - (b) 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 7 of Schedule E.

(3) (i) The Employer must give to each employee at least 1 months' notice of the date from which it is proposed that the employee's long service leave must be given and taken. Long service leave must be taken as soon as practicable having regard to the needs of the workplace, or where the Employer and the employee agree, such leave may be postponed to an agreed date.

(ii) Where the Employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.

(4) (i) On the termination of employment of an employee, otherwise than by his or her death, an Employer must pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value must be determined according to the salary payable to the employee at the date of such termination.

- (ii) Where an employee who has acquired a right to long service leave, or after having had 5 years' service and less than 10 years' service dies, the employees personal representative will, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services terminated as referred to in sub-clause 25.2(b) and such monetary value will be determined according to the salary payable to the employee at the time of his or her death.
- (5) Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave must be debited against the amount of leave due under this Agreement.
- (6) Employees of the Employer previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer must be in accordance with this Agreement.

e.g. an employee with 15 years' continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of 3 months long service leave. From this time onwards employees would accrue their entitlements in accordance with this Agreement, at the rate of 2.5 months for each five years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20-years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

- (7) (i) With the agreement of the Employer, 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.
- (ii) 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.