



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**Cranbrook Care Pty Ltd**  
(AG2023/5383)

## **CRANBROOK CARE HSU AND NSWNMA AND ANMF NSW BRANCH ENTERPRISE AGREEMENT 2023**

Aged care industry

DEPUTY PRESIDENT WRIGHT

SYDNEY, 20 FEBRUARY 2024

*Application for approval of Cranbrook Care HSU and NSWNMA and ANMF NSW Branch  
Enterprise Agreement 2023*

### **Introduction**

[1] Cranbrook Care Pty Ltd (the Employer) has made an application for approval of an enterprise agreement known as the *Cranbrook Care HSU and NSWNMA and ANMF NSW Branch Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

### **Transitional arrangements under the Secure Jobs, Better Pay amendment**

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

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 22 March 2023.

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

## **Regulation 2.06 Requirements**

[5] The signature page of the Agreement did not comply in all respects with Regulation 2.06A of the *Fair Work Regulations 2009* (Cth). An amended signature page was subsequently filed. I consider it appropriate in the circumstances to allow an amendment of a document relating to a matter before the FWC and do so pursuant to s.586(a) of the Act.

## **Section 190 Undertakings**

[6] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

## **Section 186, 187, 188 and 190**

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

## **Section 183 Bargaining Representatives**

[8] The Australian Nursing and Midwifery Federation (ANMF), and the Health Services Union (HSU), being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them.

[9] In accordance with s.201(2), I note that the Agreement covers the ANMF and the HSU.

## **Approval**

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 27 February 2024. The nominal expiry date of the Agreement is 30 September 2026.



DEPUTY PRESIDENT

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# Cranbrook Care HSU and ANMF NSW Branch Enterprise Agreement 2023

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## **PART A - PRELIMINARIES**

### **1. TITLE**

This Agreement will be known as and referred to as the Cranbrook Care HSU and NSWNMA and ANMF NSW Branch Enterprise Agreement 2023 (hereafter referred to as “the Agreement”).

### **2. PARTIES TO THIS AGREEMENT**

This Agreement shall cover the following parties:

- 2.1 The Cranbrook Care (Lansdowne Gardens) Pty Limited (ABN 49 142 958 138), located at 11 Manns Avenue, Neutral Bay NSW 2089 and 58A Wycombe Road, Neutral Bay NSW 2089; Cranbrook Care (William Cape Gardens) Pty Limited (ABN 21 119 686 734), located at 40 Pearce Road, Kanwal NSW 2259; Cranbrook Care (Bella Vista Gardens) Pty Limited (ABN 14 614 842 063), located at 16 Fairway Drive, Kellyville NSW 2155; Cranbrook Care (Bayswater Gardens) Pty Limited (ABN 73 614 843 186), located at 65 St Albans Street, Abbotsford NSW 2046; Cranbrook at Home Pty Limited (ABN 16 142 209 096), located at Suite 3, Level 1, 8 West Street North Sydney NSW 2060 (hereafter referred to as “Cranbrook Care” or “the Employer”); and
- 2.2 The Australian Nursing and Midwifery Federation NSW Branch (“ANMF NSW Branch”) [ABN 85 726 054 782] of 50 O’Dea Ave, Waterloo NSW 2017; and
- 2.3 The HSU New South Wales Branch [ABN 93 728 534 595] (“the HSU”) located at Level 2, 109 Pitt Street Sydney NSW 2000; and
- 2.4 All employees of Cranbrook Care and its subsidiaries who are employed in those classifications listed in Schedule 3 - Classification Descriptions and Progression, and Schedule 1 – Rates of Pay (hereafter referred to as “employees”).

### **3. DURATION, EXPIRY AND RE-NEGOTIATION OF AGREEMENT**

This Agreement will come into operation in accordance with the Fair Work Act and as approved by the Fair Work Commission seven (7) days after approval, and shall nominally expire on 30 September 2026.

The parties agree to commence negotiations for a new Agreement no less than three months prior to the expiration of this Agreement.

Upon expiry of the nominal term, this Agreement shall continue to operate until it is replaced by a new Agreement.

### **4. DEFINITIONS**

**“Act”** means the Fair Work Act 2009 and related regulations.

**“Associations”** means the NSWNMA, ANMF NSW Branch and the HSU – NSW Branch.

**“Aged care industry”** means the provision of accommodation and care services for aged persons in an aged care residence, aged care independent living apartments, retirement village or any other residential accommodation residence, including in the home.

**“Aged care residence”** or **“residence”** refers to an aged care facility as referred to in the *Aged Care Act 1997*.

**“Base Rate of Pay”** is the hourly rate received by the employee relevant to their particular classification as contained within Schedule 1 to this Agreement, not including superannuation, overtime, allowances, penalty rates, casual loading or any other additional benefits which may be specified within this Agreement.

**“Board”** means the Nursing and Midwifery Board of Australia and shall be also taken to mean a reference to Australian Health Professional Regulatory Authority (AHPRA) as appropriate/applicable.

**“Day worker”** means a person who works between 6:00am and 6:00pm Monday to Friday, except for a home care employee day worker who works between 6:00am and 8:00pm Monday to Sunday.

**“Director of Care Services”** means a registered nurse who is the Chief Nurse employed by the employer, to manage and oversee all the Clinical Governance of Cranbrook Care, in accordance with the company’s philosophies, policies, and procedures.

**“Employee”** or **“Employees”** is that person or persons employed by the employer, occupying a classification as contained within Schedule 3 – Classification Definitions and Progression, to this Agreement. Employees are a party to this Agreement.

**“Employer”** means Cranbrook Care (Lansdowne Gardens) Pty Limited (ABN 49 142 958 138), located at 11 Manns Avenue, Neutral Bay NSW 2089 and 58A Wycombe Road, Neutral Bay NSW 2089; Cranbrook Care (William Cape Gardens) Pty Limited (ABN 21 119 686 734), located at 40 Pearce Road, Kanwal NSW 2259; Cranbrook Care (Bella Vista Gardens) Pty Limited (ABN 14 614 842 063), located at 16 Fairway Drive, Kellyville NSW 2155; Cranbrook Care (Bayswater Gardens) Pty Limited (ABN 73 614 843 186), located at 65 St Albans Street, Abbotsford NSW 2046; Cranbrook at Home Pty Limited (ABN 16 142 209 096), located at Suite 3, Level 1, 8 West St, North Sydney NSW 2060. The Employer is covered by this Agreement.

**“FWC”** means Fair Work Commission.

**“Home Care Employee”** means a person who is appointed to work in the Home Care Stream of work as either a home care employee or a nurse. The terms and the conditions of this agreement shall apply in its totality except where it specifically applies to home care employees.

**“Immediate Family Member”** means a:

- spouse (including same sex)
- de facto partner (including same sex)
- child
- parent
- grandparent
- grandchild
- sibling, or
- child, parent, grandparent, grandchild or sibling of the employee’s spouse or de facto partner.

**“Modern Award”** means the Nurses Award 2020 MA000034 or the Aged Care Award 2010 MA000018, Social, Community, Home Care and Disability Services Industry Award 2010 MA000100, whichever correctly applies to the classification in question.

**“NES”** means National Employment Standards as set out under Chapter 2, Part 2-2 of the Act.

**“Ordinary hours”** for a full-time employee means 37.5 hours per week (or an average of 37.5 hours per week over a roster cycle of a fortnight), except where stated in clause 14.3, paid at the Ordinary Rate of Pay. For a part-time employee, ordinary hours are those less than a full-time employee, stated as guaranteed minimum contracted hours per week or fortnight. The provisions of a 37.5 hours per week full-time employee shall apply equally to that of a 38 hours per week full-time employee.

**“Progression”** means for all classifications for which there is a yearly service component will be by annual movement, or in the case of a part-time or casual employee 1762 hours of experience, having regard to the acquisition and use of skill described in the definitions beneath and knowledge gained through experience in the practice settings over such a period.

**“Resident”** means **“Care Recipient”** and vice versa. The terms are interchangeable for the purpose of this document. Resident or Care Recipient means that person or persons residing within Cranbrook Care whose interests are protected by the Charter of Aged Care Rights, who receives care and services as provided by the employer. This will also be taken to mean someone who receives care and services as provided by the employer in their own home.

**“Superannuation”** is the compulsory employer contribution governed by superannuation legislation, as varied from time to time, and placed into a complying superannuation fund by the employer on behalf of the employee.



## **5. ACCESS TO THE AGREEMENT AND THE NATIONAL EMPLOYMENT STANDARDS (NES)**

The employer must ensure that copies of this agreement and the NES are available to all employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

## **6. INTERACTION WITH THE NATIONAL EMPLOYMENT STANDARDS (NES)**

6.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply as a minimum.

6.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

6.3 Where the NES provides, or is varied to provide, a condition or entitlement less favourable (to the employee) than that set out in this Agreement, the condition or entitlement set out in this Agreement shall apply.

## **7. AGREEMENT FLEXIBILITY**

7.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (i) the agreement deals with 1 or more of the following matters:
  - (a) arrangements about when work is performed;
  - (b) overtime rates;
  - (c) penalty rates;
  - (d) allowances;
  - (e) leave loading; and
- (ii) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (i); and
- (iii) the arrangement is genuinely agreed to by the employer and employee without coercion or duress.

7.2 The employer must ensure that the terms of the individual flexibility arrangement:

- (i) are about permitted matters under section 172 of the Fair Work Act 2009; and
- (ii) are not unlawful terms under section 194 of the Fair Work Act 2009; and

- (iii) result in the employee being better off overall than the employee would be if no arrangement was made.

7.3 The employer must ensure that the individual flexibility arrangement:

- (i) is in writing; and
- (ii) includes the name of the employer and employee; and
- (iii) 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
- (iv) includes details of:
  - (a) the terms of the enterprise agreement that will be varied by the arrangement; and
  - (b) how the arrangement will vary the effect of the terms; and
  - (c) 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
- (v) states the day on which the arrangement commences.

7.4 The employer must give the employee a copy of the individual flexibility arrangement within 7 days after it is agreed to.

7.5 The employer or employee may terminate the individual flexibility arrangement:

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

7.6 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

## **8. EMPLOYEE WORK HEALTH AND SAFETY OBLIGATIONS**

8.1 The employer, employees and all parties to this Agreement recognise the importance of Work Health and Safety in the workplace and commit to applying the provisions of this Agreement as best as possible in alignment with the obligations prescribed by the Work Health and Safety legislation governing the workplace.

8.2 The employer and employees commit to the legislative obligation to consult and communicate in matters of workplace health and safety. The employer and employee recognise the need for appropriate workplace health and safety training subject to the relevant roles and responsibilities of employees.

8.3 Where there is a Work Health and Safety Representative they must be elected and will carry out the tasks associated with the role of Work Health and Safety Representative set out within the *Work Health and Safety Act 2011* (NSW).

## **PART B – EMPLOYEE ENGAGEMENT**

The terms and conditions of employment offered through this Agreement have been designed to produce a more flexible workplace and more beneficial working conditions for the employee.

### **9. TYPES OF EMPLOYMENT**

Employees under this Agreement shall be employed in a permanent or casual capacity, to specifically occupy and carry out the inherent requirements of their particular classification and as specified within their position description.

#### **9.1 Employment categories**

- (i) Employees under this agreement will be employed in one of the following categories:
  - (a) full time; or
  - (b) part-time; or
  - (c) casual.
- (ii) At the time of appointment, an employer will inform each employee in writing whether they are employed on a full-time, part-time or casual basis. An employer may direct an employee to carry out such duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.

#### **9.2 Full-time employment**

A full-time employee is one who is engaged to work 37.5 ordinary hours per week or an average of 37.5 ordinary hours per week over the roster period of a fortnight, except where stated in clause 14.3 and whose hours shall be 38 hours per week.

### 9.3 Part-time employment

- (i) A part-time employee is an employee who is engaged to work less than a full-time employee (i.e. less than 37.5 ordinary hours per week or less than the average of 37.5 ordinary hours per week) and has reasonably predictable hours of work.
- (ii) Before commencing part-time employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (iii) Any agreed variation to the hours of work will be in writing.
- (iv) A part-time employee will be paid a minimum of four (4) hours' pay for each shift worked, except for home care employees.
- (v) Home care employees may be engaged for a 2-hour minimum period..
- (vi) Unless otherwise stated, the terms of this agreement will apply on a pro-rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 37.5.

### 9.4 Review of part time hours

- (i) At the written request of a part time employee, the hours worked by the employee shall be reviewed by the employer. Such review shall be conducted at no less than 12-month intervals.
- (ii) Where the part time employee is regularly working more than their guaranteed minimum number of hours, subject to Subclause 9.3(ii) of this Clause, the employer may adjust their minimum guaranteed number of hours to permanently incorporate the additional hours regularly worked. Adjustments must be recorded in writing and signed off by both parties.
- (iii) The hours worked in the following circumstances will not be incorporated into the adjustment:
  - (a) if the increase in hours is as a direct result of another employee being absent and expected to return to the workplace; and/or
  - (b) if the increase in hours is due to a temporary increase in hours only as a result of the specific needs of the organisation/operations, a resident or client.

- (iv) Any adjusted contracted hours resulting from a review identified in subclause 9.4(ii) should readily be in accordance with roster cycles and shift configurations utilised at the workplace.

#### 9.5 Preference for part time employees for extra shifts

- (i) Extra shifts due to a staff member being on leave or due to unexpected demand, where practical, will be given to part time employees.
- (ii) However, despite the aforementioned subclause it is recognised by all parties that a viable pool of casual employees must be maintained at all times.

#### 9.6 Casual employment

- (i) A casual employee is an employee if:
  - (a) they are offered a job;
  - (b) the offer does not include a firm advance commitment that the work will continue indefinitely with an agreed pattern of work;
  - (c) they accept the offer knowing that there is no firm advance commitment and become an employee.
- (ii) A casual employee will be paid the Base Rate of Pay appropriate to their classification plus a casual loading of 25% instead of the paid leave entitlements accrued by full time and part time employees, except those they are eligible to accrue.
- (iii) Casual employees will be paid a minimum of 3 hours for each shift worked, except for home care employees.
- (iv) Home care employees may be engaged for a 2 hour minimum period.
- (v) A casual employee will be paid shift allowances calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

Overtime rates for Casual employees are provided for in Clause 25.6.

#### 9.7 Casual conversion

Offers and requests for conversion from casual employment to part-time or full-time employment are provided for in the NES.

## **10. LABOUR MULTI SKILLING**

- 10.1 For the purpose of increasing productivity and flexibility, as well as enhancing career opportunities, multi-skilling may be integrated into the employee's daily activities.
- 10.2 The employee may perform a wider range of duties, including work, which is incidental or peripheral to their main tasks or functions.
- 10.3 The employee shall comply with all reasonable requests to transfer or to perform any work as required, within the capacity of the employee's qualifications, skills, competencies and knowledge.

## **11. QUALIFYING PERIOD**

Upon commencement with Cranbrook Care, new part-time and full-time employees shall be required to serve a qualifying period for the first six months of their employment. The qualifying period is primarily for the purpose of the employer and the employee determining each other's suitability in terms of job-fit, capability to complete required duties, assimilation to work environment, respective expectations and job satisfaction. Ongoing employment with Cranbrook Care shall be dependent upon successful completion of the qualifying period.

At any time during the qualifying period, the employer or the employee can terminate the employment relationship by providing one week's notice (or pro rata equivalent for part time employees), or payment in lieu of working out such notice.

## **12. REGRADING OF CLASSIFICATIONS**

- 12.1 Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 12 months, the employee may apply to have their position reclassified to the higher classification.
- 12.2 An application for re-grading by an employee must be made in writing.
- 12.3 The employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 12.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 12.5 Factors with a bearing on the decision may include whether the changes:
- (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or

- (ii) are permanent or temporary.

### **13. DISCIPLINARY PROCEDURES**

13.1 When disciplinary action is deemed necessary the parties will be committed to ensuring that procedural fairness is adhered to at all times by utilising the following steps:

- (i) A minimum of twenty-four hours' written notice will be provided to an employee detailing issues of the allegations.
- (ii) A detailed investigation to be undertaken by the employer.
- (iii) An outcome letter with broad discussion points covered in the formal meeting to be provided to the employee in a prompt and timely manner.
- (iv) Employee to be provided opportunity to formally respond to any allegations; and separately respond to any findings within a timely manner.
- (v) Counselling opportunities to be extended to the employee if considered appropriate.

## **PART C – EMPLOYEE WORKING ARRANGEMENTS**

### **14. ORDINARY HOURS OF WORK AND ROSTERED DAYS OFF**

The ordinary hours of full time, part time and casual employees shall be arranged by the employer into shifts to suit the care needs of the residents or care recipients and the operational requirements of the employer.

#### **14.1**

- (i) For full time employees, the ordinary hours of work will be 37.5 ordinary hours per week, or an average of 37.5 ordinary hours per week worked over a 75-hour fortnight, or 150 hours per 4 week period and will be worked either:
  - (a) so that in a period of 28 calendar days of not more than 20 work days in roster cycle; or
  - (b) so that the shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks
- (ii) Part time and casual employees shall work less than an average of 37.5 ordinary hours per week or an average of 75 ordinary hours per fortnight in accordance with roster requirements with the maximum shift length being 10 hours. The hours of

work on any day or shift will be continuous except for meal breaks, except for home care employees.

- (iii) Employees, other than a casual employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 4 week cycle. Where practicable, days off will be consecutive.

14.2 A part time employee may by mutual agreement work extra hours in excess of their minimum guaranteed hours and be paid at the ordinary rate for such hours.

14.3 For those employees who have entered into a 38 hour per week (on average) contract prior to the making of this agreement, the provisions of clause 14 shall apply fully except 38 hours should be substituted for 37.5 hours throughout the agreement.

## **15. SPAN OF HOURS**

15.1 The ordinary hours of work for a day worker will be between 6:00am and 6:00pm Monday to Friday, except for home care employees.

15.2 The ordinary hours of work for a home care employee day worker will be between 6:00am and 8:00pm Monday to Sunday.

15.3 A shift worker for the purposes of this subclause is an employee as defined by the definitions as per subclause 30.2.

## **16. REST BREAKS BETWEEN ROSTERED ORDINARY WORK**

16.1 An employee will be allowed a rest break of ten hours between the completion of one ordinary work period (including broken shifts) or shift and the commencement of another ordinary work period or shift, except by mutual agreement in which case it may be 8 hours.

16.2 If, on the instruction of the employer, such an employee resumes or continues to work without having such then (10) consecutive hours off duty (or 8 hours by agreement), the employee shall be paid at the overtime rates in accordance with clause 24.

## **17. BROKEN SHIFTS (non-nurses only)**

Aged Care Employees

17.1 A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.

17.2 Broken shifts for the purpose of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break in aged care



residences) totalling not more than four hours and where the span of hours is not more than 12 hours.

17.3 There shall be no obligation upon the employer to provide an eight (8) hour break between the two short shifts, so long as both short shifts fall within the twelve hour span. However, a ten (10) hour break must immediately follow the twelve hour span referred to in subclause 17.2 above.

17.4 Payment for a broken shift will be at ordinary rate of pay with penalty rates and shift allowances being determined by the time the broken shift was worked.

17.5 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time the base rate of pay for full-time and part-time employees and double time and a quarter the base rate of pay for casual employees.

17.6 Each shift shall meet the appropriate minimum engagements as at clauses 9.3(iv) and 9.6(iii).

#### Home Care Employees

17.7 Broken shift with 1 unpaid break.

(i) The employer may only roster an employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).

(ii) An employee rostered to work a broken shift with 1 unpaid break will be paid a Broken Shift – 1 Unpaid Break Allowance per Schedule 2.

17.8 Agreement to work a broken shift with 2 unpaid breaks.

(i) Despite clause 17.7, the employer and the employee may agree that the employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).

(ii) An agreement under clause 17.8(i) must be made before each occasion that the employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreed regular pattern of work.

(iii) An employee who works a broken shift with 2 unpaid breaks will be paid a Broken Shift – 2 Unpaid Breaks Allowance per Schedule 2.

17.9 Where a break in work falls within a minimum shift length period, then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 17.7(i) or clause 17.8(i).

- 17.10 Payment for a broken shift will be at the base rate of pay with weekend, overtime and public holiday penalty rates to be paid in accordance with clauses 21, 24 and 29.
- 17.11 An employee will be paid the shift allowances in accordance with clause 21 in relation to work performed on a broken shift, provided that:
- (i) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon and night shift at clause 21.4.
  - (ii) The night shift allowance is not payable for work performed on a night shift that commences before 6:00am.
- 17.12 The span of hours for a broken shift will not be more than 12 hours. All worked performed beyond the maximum span of 12 hours for a broken shift will be paid at double time the base rate of pay.
- 17.13 An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

## **18. ROSTERS**

### **18.1**

- (i) The ordinary hours of work for full-time or part-time employees shall be displayed on a roster in a place conveniently accessible to employees, this may be in a hard copy in the residence, by email or online. Ordinary hours shall be allocated into shifts as required by the employer on a fortnightly basis. The roster shall display each shift commencement time and completion time. Such roster shall preferably be displayed two weeks prior to the commencement date of the first working period in any roster.
- (ii) Seven days' notice of a change of roster will be given by the employer to an employee. Except that a roster may be altered at any time to enable the functions of the residence to be carried out where unforeseen circumstances arise or another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.
- (iii) Subclauses 18.1 (i) and 18.1(ii) above shall not apply where the only change to the roster of a part-time employee is the mutually agreed working of additional hours to be worked such that the part-time employee still has two rostered days off in that week or four rostered days off in that fortnight, or eight days off in each 28 day cycle as the case may be.

- (iv) Changes to rosters not related to illness or emergency will be by mutual agreement, except where an agreement cannot be met and staff are required to be rostered to ensure we meet our care minute commitments and any other commitments under this Agreement.
- 18.2 It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- 18.3 Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 18.4 Handover time for nurses is to be included in paid working hours. This time will be included within the full length of the normal rostered shift.
- 18.5 Training shifts designated as buddy shifts will not be included in care minute calculations for the employee receiving training. A buddy shift is one in which a new employee is undergoing supernumerary on the job training, for induction purposes.
- 18.6 Client cancellation (home care employees only)
  - (i) Where a service is cancelled by a client, the employer may either:
    - (a) direct the employee to perform other work during those hours in which they were rostered; or
    - (b) cancel the rostered shift or the affected part of the shift.
  - (ii) Where clause 18.6(i)(a) applies, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
  - (iii) Where clause 18.6(i)(b) applies, the employer must either:
    - (a) pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or
    - (b) subject to clause 18.6(iv), provide the employee with make-up time in accordance with clause 18.6(v).
  - (iv) The make-up time arrangement can only be used where the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 18.6(v)(a) applies.

- (v) Where the employer elects to provide make-up time:
  - (a) despite clause 18.1(i), the employer must provide the employee with 7 days' notice of the make-up time (or a lesser period by agreement with the employee);
  - (b) the make-up time must be worked within 6 weeks of the date of the cancelled service;
  - (c) the employer must consult with the employee in accordance with clause 47.2— Consultation about changes to rosters or hours of work regarding when the make-up time is to be worked;
  - (d) the make-up time can include work with other clients or in other areas of the employer's business provided the employee has the skill and competence to perform the work; and
  - (e) an employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

## **19. MEAL AND TEA BREAKS**

### **19.1 Meal breaks**

- (i) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (ii) Such meal break shall be taken at a time deemed appropriate by the employer, in keeping with the needs of the residence.
- (iii) Where an employee who works in excess of five hours does not take their unpaid meal break, they shall notify the employer in writing of this at the end of their shift, and no meal break shall be deducted from their worked hours for the shift.
- (iv) Where a home care employee is required by the employer to have a meal with a care recipient(s) as part of their normal work routine or client recipient(s) service needs, they will be paid for the duration of the meal break at the base rate of pay.

### **19.2 Tea breaks**

- (i) Every employee will be entitled to a paid 10-minute tea break in each four hour period worked at a time to be agreed between the employee and employer.
- (ii) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one paid 20-minute tea break.

(iii) Tea breaks will count as time worked.

Hours worked	Paid Tea break	Unpaid Meal break
Work less than 4 hours	No tea break	No meal break
Work 4 to 5 hours	One 10-minute tea break	No meal break
Work more than 5 hours but less than 8 hours	One 10-minute tea break	One meal break of 30 minutes.
Work 8 hours or more	Two 10-minute tea breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. Alternatively, an employee may take one 20-minute tea break by agreement with their supervisor.	One meal break of 30 minutes.
Work 10 hours or more	Two 10-minute tea breaks, with one taken in the first half of the work hours and the second taken in the second half of the work hours. Alternatively, an employee may take one 20 minute tea break by agreement with their supervisor.	Two meal breaks each of 30 minutes.

19.3 In the above table, meal breaks are unpaid. Tea breaks will count as time worked.

## **PART D – EMPLOYEE REMUNERATION**

### **20. WAGE INCREASES DURING THE TERM OF THIS AGREEMENT**

20.1 The minimum wages and allowances per week shall be as set out in Schedule 1 – Rates of Pay to this Agreement and are as follows:

Column 1 – rates paid from first full pay period falling after 1 July 2023 with rates paid prior to date Agreement made.

Column 2 – 3.5 % effective from first full pay period falling on or after 1 July 2024.

Column 3 – 3.5% effective from first full pay period falling on or after 1 July 2025.

Column 4 – 3.5% effective from first full pay period falling on or after 1 July 2026.

20.2 Allowances for the duration of this Agreement shall be paid in accordance with Schedule 2, Allowances.

20.3 Notwithstanding, at no time shall the wages within this Agreement fall beneath those prescribed by the relevant legislation and relevant Modern Award, and the employer will always pay at least 10 cents over and above the relevant Modern Award rate.

20.4 The employer agrees to pass on fully funded increases to wages to relevant staff in accordance with the Aged Care Work Value Case (ACWVC). This is in addition to the pay rises detailed in clauses 20.1, 20.2 and 20.3.

“relevant employees” means those employees to whom the agreement applies and who are performing work which would have been covered by classifications in the Nurses Award, Aged Care Award, or Social Community, Home Care and Disability Services Award, subject to variations arising from the ACWVC.

“fully funded” means funding for base rate of pay increase and any associated on costs.

To avoid any ambiguity, where the employer under this agreement is paying over the applicable award rate, only the amount that is directly funded by the Commonwealth over and above the rate in the agreement will be passed on to relevant staff, in a manner consistent with government requirements.

## **21. SHIFT AND WEEKEND WORK**

21.1 Employees shall be paid at the Base Rate of Pay for their hours worked. Additional shift and weekend penalties may be applicable as per the following clauses.

21.2 Except for home care employees, the following shift penalties will apply:

- (i) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 12.5% of their Base Rate of Pay.
- (ii) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 15% of their Base Rate of Pay.
- (iii) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12:00 noon and completes those hours at or before 6:00pm on that day.
- (iv) For the purposes of this clause:
  - (a) Afternoon shift means any shift commencing not earlier than 12:00 noon and finishing after 6:00pm on the same day; and

(b) Night shift means any shift commencing on or after 6:00pm and finishing before 7:30am on the following day.

(v) The shift penalties prescribed in this clause will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 21.5 and clause 30 applies.

(vi) The provisions of this clause will not apply to Registered nurse levels 4 and 5.

21.3 For those employees engaged prior to the operation of this agreement (Cranbrook Care HSU and NSWNMA and ANMF NSW Branch Enterprise Agreement 2023), except for home care employees, the shift penalties in 21.2 shall apply. In addition, employees shall also be entitled to:

(i) 10% loading for a shift commencing after 10:00am and before 1:00pm Monday to Friday.

(ii) Employees who work less than 37.5 hours per week will only be entitled to the additional rate in subclause 21.3 where their shifts finish subsequent to 6:00pm.

21.4 For home care employees, where an employer wishes to engage an employee in shift work, the employer will advise the employee in writing, specifying the period over which the shift is ordinarily worked. All home care employees who do shift work shall in addition to their Base Rate be paid:

(i) An afternoon shift penalty of 12.5% for any shift which finishes after 8:00pm and at or before 12:00am Monday to Friday;

(ii) A night shift penalty of 15% for any shift which finishes after 12:00am or commences before 6:00am Monday to Friday.

21.5 Weekend Work

(i) Employees, whether full time or part time, whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid as follows:

(a) for ordinary hours worked between midnight on Friday and midnight on Saturday, time and one-half the Base Rate of Pay;

(b) for ordinary hours worked between midnight on Saturday and midnight on Sunday, the rate of time and three-quarters the Base Rate of Pay, except for home care employees who will be paid at the rate of double the Base Rate of Pay.

- (c) These extra rates shall be in substitution for and not cumulative upon the shift penalties prescribed in this clause at 21.2, 21.3 and 21.4.
- (ii) Casual employees, whose ordinary working hours include work on a Saturday and/or Sunday, shall be paid as follows:
  - (a) for ordinary hours worked between midnight on Friday and midnight on Saturday, the rate of time and three-quarters the Base Rate of Pay;
  - (b) for ordinary hours worked between midnight on Saturday and midnight on Sunday, the rate of double the Base Rate of Pay, except for home care employees who will be paid at the rate of double and one-quarter the Base Rate of Pay;
  - (c) the rates prescribed in clauses 21.5(ii)(a) and 21.5(ii)(b) will be in substitution for and not cumulative upon the casual loading prescribed in clause 9.6(ii).

## **22. SLEEPOVERS (home care employees only)**

- 22.1 A sleepover means when an employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not a 24-hour care shift pursuant to clause 23 – 24-hour care.
- 22.2 The provisions of clause 18 – rosters apply. An employee may refuse a sleepover where more than 7 days' notice in a change of roster has not been given, but only with reasonable cause.
- 22.3 The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed, use of appropriate facilities (including staff facilities where these exist) and free board and lodging for each night when the employee sleeps over.
- 22.4 The employee will be entitled to a sleepover allowance as per Schedule 2 for each night on which they sleep over.
- 22.5 In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- 22.6 An employer may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four hours' work for both of these periods of work. The payment prescribed by 22.4 will be in addition to the minimum payment prescribed by this subclause.



22.7 The dispute resolution procedure in clause 49 applies to the sleepover provisions.

### **23. 24-HOUR CARE (home care employees only)**

23.1 A 24-hour care shift requires an employee to be available for duty in a client's home for a 24-hour period. During this period, the employee is required to provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight hours of care during this period.

23.2 The employee will normally have the opportunity to sleep during a 24-hour care shift and, where appropriate, a bed in a private room will be provided for the employee.

The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24-hour period.

### **24. OVERTIME AND REASONABLE ADDITIONAL HOURS**

24.1 Employees are entitled to payment of overtime subject to the following provisions:

24.2 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable. For the purposes of subclause 24.2 what is unreasonable or otherwise will be determined having regard to:

- (i) the risk to the employee's health and safety;
- (ii) the employee's personal circumstances including any family and/or carer responsibilities;
- (iii) the needs of the residence;
- (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
- (v) any other relevant matter.

24.3 Overtime shall be paid at the following rates:

- (i) Monday to Saturday (inclusive) – time and a half the Base Rate of Pay for the first two hours and double time thereafter;
- (ii) Sunday – double time the Base Rate of Pay;
- (iii) Public holidays – double time and a half the Base Rate of Pay.

Overtime rates under this clause will be in substitution for and not cumulative upon the shift penalties prescribed in Clause 21 for Shift and Weekend Work.

24.4 Overtime for full time employees shall be paid where the employee works in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period. These provisions shall equally apply to those employees who have entered into a 38 hour per week contract as per clause 14.3.

24.5 Overtime for Part-time Employees

- (i) All time worked by part-time employees in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period, will be paid for at the rate of time and a half the Base Rate of Pay for the first two hours and double time the Base Rate of Pay thereafter, except that on Sundays such overtime will be paid for at the rate of double time the Base Rate of Pay and on public holidays at the rate of double time and a half the Base Rate of Pay.
- (ii) All time worked by part-time employees which exceeds 10 hours per day, will be paid at the rate of time and a half the Base Rate of Pay for the first two hours and double time the Base Rate of Pay thereafter, except on Sundays when overtime will be paid for at the rate of double time the Base Rate of Pay, and on public holidays at the rate of double time and a half the Base Rate of Pay.

24.6 Overtime for Casual Employees

- (i) All time worked by casual employees in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period, will be paid for at the rate of 187.5% the Base Rate of Pay for the first two hours and 250% the Base Rate of Pay thereafter, except that on Sundays such overtime will be paid for at the rate of 250% the Base Rate of Pay and on public holidays at the rate of 312.5% the Base Rate of Pay.
- (ii) All time worked by casual employees which exceeds 10 hours per day will be paid at the rate of 187.5% the Base Rate of Pay for the first two hours and 250% the Base Rate of Pay thereafter, except on Sundays when overtime will be paid for at the rate of 250% the Base Rate of Pay, and on public holidays at the rate of 312.5% the Base Rate of Pay.
- (iii) Payment of overtime to casual employees shall be calculated against the Base Rate of Pay (i.e. overtime shall be in lieu of any shift penalty rates or casual loading).

24.7 Break between overtime worked and next ordinary shift

- (i) 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.
- (ii) 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 hours occurring during such absence.
- (iii) If, on the instruction of the employer, an employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time the Base Rate of Pay 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 such absence.

24.8 An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

24.9 An employee, except for a home care employee engaged in a broken shift, who completes their rostered shift and leaves the employer's premises, who is thereafter recalled to work and returns to the employer's premises, shall be entitled to overtime payments. A minimum engagement (or payment) of 4 hours shall apply. Such employee will also be allowed twenty minutes for the partaking of a meal break after four hours of overtime and a further twenty minutes after each subsequent four hours of overtime worked; all such time to be counted as time worked.

## **25. SUPERANNUATION AND SALARY SACRIFICE**

### **25.1 Superannuation legislation**

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

### **25.2 Employer contributions**

An 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.

### 25.3 Voluntary employee contributions

- (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 25.2.
- (ii) An employee may adjust the amount the employee has authorised their employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to their employer.
- (iii) The employer must pay the amount authorised under clauses 26.3(i) or 26.3(ii) no later than 28 days after the end of the month in which the deduction authorised under clauses 25.3(i) or (ii) was made.

### 25.4 Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in clause 25.2 to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in clause 25.2 and pay the amount authorised under clauses 25.3(i) or (ii) to the employers default fund.

### 25.5 Salary Sacrifice to Superannuation

- (i) An employee can elect to sacrifice a portion of their salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (ii) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (iii) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the Superannuation Guarantee legislation.
- (iv) Contributions payable by the employer in relation to the Superannuation Guarantee legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (v) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's Superannuation Guarantee contributions.

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

## **26. HIGHER GRADE DUTY**

26.1 An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (i) the time so worked for two hours or less; or
- (ii) full day or shift where the time so worked exceeds two hours.

26.2 Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

## **27. ALLOWANCES AND OTHER PROVISIONS**

27.1 Uniforms and Laundry Allowance

- (i) Cranbrook Care will provide employees with uniforms as requested by the employee and agreed to by the employer. The employer shall not deny an employee's request for additional garments unless on reasonable grounds. Such items are to remain the property of the employer and be laundered and maintained by such employer free of cost to the employee.
- (ii) In lieu of uniforms being laundered by the employer, for the purpose of laundering uniforms, the employer will pay to the employee the laundry allowance at the appropriate rate for their classification as set out in Schedule 2. This allowance is only paid to the employee during periods of work and not during periods of leave of absence.
- (iii) Where an employer requires an employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by the employee, the employer must reimburse the employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the employer.

27.2 Transport and Travel Allowances

- (i) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid a mileage allowance in accordance with the ATO guidelines and as contained within Schedule 2 of this Agreement.

- (ii) When an employee is involved in travelling as part of their duties, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- (iii) Except for home care employees, an employee who is on call and who leaves the residence and is recalled to duty will be paid for a minimum of three hours work at the appropriate overtime rate. They will not be obliged to work for three hours if the work for which they were recalled is completed within a shorter period. The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included in the actual time worked for the purposes of the overtime payment.
- (iv) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 27.2(ii) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

#### 27.3 On-call Allowance (Nursing classifications only)

An employee required to be “on call” by the employer, at their private residence (or other mutually agreed place) and therefore available to work shall be paid an “on call” allowance per 24 hours or part thereof as contained within Schedule 2 – Allowances, of this Agreement.

An employee, who is required to be on call by the employer and who is recalled to work, will be paid for a minimum of three hours work at the appropriate overtime rate. This allowance does not apply to any employee in a management position.

For the purpose of this clause, the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

#### 27.4 On call during a Meal Break (Registered Nursing Classifications only)

If a registered nurse is directed to be on call during a meal break, they should be paid an amount set out in Schedule 2. Generally, this allowance is only paid when there is only one registered nurse on duty.

#### 27.5 In Charge Allowance (Nursing classifications only)

- (i) A registered nurse who is designated to be in charge during the day, evening or night at a residential aged care residence shall be paid in addition to their

appropriate salary, whilst so in charge, the per shift allowance set out in Schedule 2 of this Agreement.

- (ii) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

#### 27.6 Nauseous Linen Allowance

The allowance set out in Schedule 2 per week shall be paid to an employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification. Any employee who is entitled to be paid an allowance will be paid the allowance set out in Schedule 2 of this Agreement for work performed in any week.

#### 27.7 Meals during Overtime

- (i) Where an employee works overtime and a meal break becomes due, Cranbrook Care will supply that employee with a meal.
- (ii) Clause 27.7(i) will not apply when an employee could reasonably return home for a meal within the meal break.

### 28. PAYMENT OF WAGES

28.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

28.2 Employees will be paid by cash or electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.

28.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee. Payment of all wages and other monies owing will be paid in the next pay cycle. If an employee is experiencing financial hardship, by mutual agreement it may be paid early.

28.4 Notwithstanding the above, the employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause, for example a bank error or delay.

28.5 Payslips shall be provided to employees in accordance with the requirements of the Act.

## PART E – EMPLOYEE BENEFITS AND LEAVE

All leave and public holidays are underpinned by the requirements of the National Employment Standards.

### 29. PUBLIC HOLIDAYS

29.1 Where a public holiday falls on a day that a full-time or part-time employee would have ordinarily been rostered to work, that employee shall be allowed such Public Holiday without loss of their Base Rate of Pay for the time they would have worked, had it not been a Public Holiday.

29.2 This Agreement expressly contemplates that the employer will require employees to work on public holidays and the parties acknowledge that the nature of the work performed by the employee, the type of employment of the employee (for example, whether full-time, part-time, casual or shift work) and the nature of the employer's business, will require work on public holidays, from time to time.

29.3 The employer may request an employee to work on a public holiday. If an employee wishes to not work on a public holiday, the employee must notify the employer at least two weeks' in advance of the public holiday occurring. The employer may deny a request not to work on a public holiday due to operational necessity.

29.4 The following days shall be public holidays: - New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas Day, Boxing Day and any other day or part thereof proclaimed and observed as a public holiday within the area in which the residence is situated.

29.5 In each calendar year, in addition to those Public Holidays referred to above at subclause 29.4, where no "Additional Public Holiday" is proclaimed and observed, the employer shall grant an extra Public Holiday or "Picnic Day", to be observed on a day between Christmas Day and New Year's Day. Please note, "Additional Public Holiday" as granted by the State or Federal Government is not to be confused with "Substitute Public Holiday".

29.6 A full-time or part-time employee who is required to and does work on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Anzac Day, King's Birthday, Labour Day, Christmas, Boxing Day or any Additional Public Holiday shall be paid in lieu of all other shift allowances, weekend penalties, casual loading and part-time loading, double time and a half of their Base Rate of Pay. Alternatively, the employee may elect payment at one and a half times the Base Rate of Pay plus time off in lieu, equivalent to the duration of the shift completed.



29.7 A casual employee who is required to and does work on New Year's Day, Australia Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, ANZAC Day, King's Birthday, Labour Day, Christmas, Boxing Day or any Additional Public Holiday shall be paid in lieu of all other shift allowances, weekend penalties and casual loading, at 275% of the Base Rate of Pay for hours worked.

29.8 Public Holiday Substitution – State Law

- (i) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday, then the substituted day or part-day becomes the public holiday and will be paid as such. The day that was previously the public holiday prior to the substitution occurring will no longer attract public holiday pay rates.
- (ii) Subject to subclause 29.4, any other day duly proclaimed and observed as a public holiday within the area in which the residence is situated.

29.9 Public holiday substitution between the employer and the employees

An employer and the employees may, by agreement, substitute another day for a public holiday.

29.10 Part-time employees

- (i) A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (ii) A part-time employee who is rostered off on a public holiday they would ordinarily work, will be paid their Base Rate of Pay for that day.

29.11 Casual employees

- (i) A casual employee will be paid only for those public holidays they work with the appropriate public holiday penalty as described in subclause 29.6.

29.12 Public holidays occurring on rostered days off for Nurses

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-Friday rostered employees.

### 30. ANNUAL LEAVE

#### 30.1 Annual leave for all staff, including RNs and ENs

##### Quantity and Accrual

Annual leave on full pay will accrue on a proportionate basis throughout the anniversary year so that by the end of the twelve-month period the following totals have been granted by the employer:

- (i) Full-time non-nursing employees other than shift workers – four weeks' annual leave per anniversary year
- (ii) Full-time non-nursing shift workers – five weeks' annual leave
- (iii) Part-time non-nursing employees other than shift workers – four weeks' annual leave on a pro rata basis
- (iv) Part-time non-nursing shift workers – five weeks' annual leave on a pro rata basis
- (v) Full-time nursing employees other than shift workers – five weeks' annual leave per anniversary year
- (vi) Full-time nursing shift workers – six weeks' annual leave per anniversary year
- (vii) Part-time nursing employees other than shift workers – five weeks' annual leave on a pro rata basis
- (viii) Part-time nursing shift workers – six weeks' annual leave on a pro rata basis

#### 30.2 For the purposes of the NES, a non-nursing shift worker is defined as:

- an employee who is not a day worker as defined; and/or
- an employee who works for more than four ordinary hours on 10 or more weekends.

For the purpose of the above subclause, a "weekend" means work performed in ordinary time on a Saturday and/or a Sunday in any one calendar week.

#### 30.3 For the purposes of the NES, a nursing shift worker is defined as:

- an employee who is regularly rostered over 7 days of the week; and
- regularly works on weekends.

For the purpose of the above subclause, a "weekend" means work performed in ordinary time on a Saturday and/or a Sunday in any one calendar week.

30.4 Access and taking of leave for all staff, whether clinical, non-clinical or care staff.

- (i) The employee shall give each employer where practicable, two months' notice of the date upon which they shall enter upon leave and, in any event, such notice shall not be less than one month. Notwithstanding, annual leave requested for peak periods such as Christmas/New Year, School Holidays and other such breaks, may require a period of notice greater than that stated within this subclause.

30.5 Annual leave loading

- (i) In addition to their base rate of pay, an annual leave loading of 17.5% for the period of leave taken shall apply.

30.6 Payment for annual leave

- (i) Before going on annual leave, if requested, an employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.
- (ii) At the election of the employee such payments may be paid in accordance with the usual pay day relevant to the period of leave being taken.

30.7 Payment upon termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave, plus any annual leave loading owed.

30.8 Cashing out of annual leave for all staff

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

- (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

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.

30.9 Direction by the employer for excessive leave to be taken

- (i) the employer may, by giving an employee at least four (4) weeks' notice in writing direct an employee to take one or more periods of paid annual leave where the employee continuously for 6 months or more has an outstanding annual leave balance greater than eight (8) weeks (or 10 weeks for a shift worker).
- (ii) Prior to notifying an employee of a direction to take annual leave the employer will attempt to meet with the employee to arrange a plan for the employee to take annual leave. Where the employee does not confer with the employer, or the employer and the employee do not come to agreement when leave will be taken, the employer can direct the employee to take leave as per clause 30.9(i), and the employee must take it.
- (iii) However, a direction by the employer under 31.8(ii):
  - (a) 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 six (6) weeks when any other paid annual leave arrangements are taken into account; and
  - (b) Must not require the employee to take any period of paid annual leave of less than one week.

### **31. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service and accumulates from year to year.

- 31.1 Paid sick leave and paid carer's leave are cumulatively referred to as Personal Leave. In addition to Personal Leave, an employee is entitled to Compassionate Leave.
- 31.2 Paid Personal Leave in accordance with the NES may be used for sick leave and/or carer's leave. Paid Compassionate Leave may be used for bereavement (where death occurs) or in emergency circumstances posing a serious threat to the safety or life of an immediate family or household member, in accordance with the NES.
- 31.3 Full time and part time employees are entitled to paid Personal Leave and Paid Compassionate Leave. Casual employees are not entitled to such paid leave, however, may access unpaid components as per the Act.
- 31.4 Full Time employees working 75 hours/fortnight shall receive 10 days in total per anniversary year for the purpose of paid Personal Leave, to be used for either their own personal illness (i.e. sick leave) or to care for a family member who is ill (i.e. carer's leave). Part time employees shall receive a pro rata amount of entitlement based on their average

hours worked. Should an employee's paid leave accumulation be exhausted, that employee is entitled to request unpaid leave as per the Act.

31.5 The employee shall be required to notify the employer of their absence, whether paid or unpaid personal leave, as soon as practicable and if possible, prior to the commencement of the absence. The employee shall comply with the requirements of the NES in producing a medical certificate (or acceptable equivalent). Certification shall be required in most cases after three (3) consecutive days' absence. Where an employee takes personal leave directly before or after a rostered day off, certification shall be required after two (2) consecutive days' absence. When an employee has taken five (5) occasions of personal leave in a six (6) month period, they shall be deemed to have taken excessive personal leave and as a result the employer reserves the right to require certification for single day absences or where the employer is in the process of formal counselling, and this is confirmed in writing.

31.6 At the end of each six-month period, or as an employee's absenteeism warrants, the employer shall review employee personal leave records to identify any patterns or trends which are a cause for reasonable concern including periods of absence unsupported by a medical certificate immediately before or after a public holiday, before or after an approved period of leave or on a particular day of the week in a specified period. In such cases where a trend or pattern is identified, the employer reserves the right to require certifications for all future absences for a defined period.

31.7 Upon the termination of the employee's employment for any reason, all unused Personal Leave entitlements will be extinguished, and the employee will receive no payment in lieu thereof.

31.8 Unpaid personal/carer's leave

- (i) In addition the above paid Personal Leave entitlement, employees (including casual employees) shall be entitled to unpaid personal/carer's leave. Unpaid personal/carer's leave shall be given and taken in accordance with the NES.
- (ii) An employee taking unpaid personal/carer's leave must notify the employer of their absence as soon as practicable and if possible, prior to the commencement of the absence. Further, the employee shall be required to comply with the requirements of the NES in producing a medical certificate (or acceptable equivalent) for each occasion of unpaid personal/carer's leave entered into, covering the illness or injury of the person they are taking care of. Unless the requirements of notification and production of a medical certificate are met, such absences shall be unauthorised. The employer may dispense with this requirement at their discretion.

### 31.9 Compassionate Leave

- (i) In addition to paid Personal Leave, employees, including casuals are entitled to an additional two days per occasion for paid Compassionate Leave, subject to employer approval. An extra day may be provided to the employee at the employer's discretion where the employee needs to travel for compassionate reasons. The period of compassionate leave taken shall be paid at the Base Rate of Pay.
- (ii) All compassionate leave must be notified and certified to the employer in the same manner as Personal Leave. Certification involves giving the employer any evidence that the employer reasonably requires of the illness, accident or death. Compassionate Leave that is not notified and certified risks being deemed leave without pay.

31.10 Cranbrook Care will take all reasonable steps to replace staff who are absent. Cranbrook Care will offer work to internal Cranbrook Care staff within the affected residence, and more broadly to other residences where it is feasible to do so. Cranbrook Care also reserves the right to engage Agency personnel as required to fill absences.

## 32. FAMILY AND DOMESTIC VIOLENCE LEAVE

### 32.1 Clause Objective

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

### 32.2 Definition of Family and Domestic Violence

The employer accepts the definition of family and domestic violence as stipulated in the NES. The definition of family and domestic violence means violent, threatening or other abusive behaviour by certain individuals known to an employee that both:

- seeks to coerce or control the employee;
- causes them harm or fear.

### 32.3 General Measures

Employees experiencing family and domestic violence have a right to request flexible working arrangements including changes to working times. Such requests will not unreasonably refused by the employer.

### 32.4 Family and Domestic Violence Leave

- (i) physical, sexual, emotional, psychological or financial abuse) directed towards an employee by a member of the person's immediate family or household that causes the employee physical or psychological harm that has been reported to the police and/or may be the subject of an Apprehended Violence Order.

- (i) An employee (including full-time, part-time and casual employees) directly experiencing family and domestic violence will have access to ten (10) days paid leave per year, non-cumulative, for medical appointments, legal proceedings and other activities related to family violence in accordance with the NES.
- (ii) Upon exhaustion of the paid leave entitlement, an employee may request further periods of paid or unpaid leave, for the same activities for which paid leave would be available. These additional days may be granted at the CEO's discretion.

#### 32.5 Evidence

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

#### 32.6 Personal Information

Matters related to family and domestic violence can be sensitive matters and therefore, information collected by an employer associated with accessing leave will be managed in a sensitive manner. Employees encountering circumstances of family and domestic violence are also encouraged to discuss the other ways in which the employer may be able to assist them.

### 33. LONG SERVICE LEAVE

- 33.1 An employee's entitlement to long service leave, whether full time, part time or casual, shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW) provided that, should there be any inconsistency between that legislation and the provisions of this Agreement, the more beneficial terms shall prevail.

#### 33.2 Quantum of Long Service Leave

- (i) Every employee after five years of continuous service with the same employer shall be entitled to one month's long service leave on full pay; after ten years' continuous service to an additional one month's long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and a half months' long service leave on full pay.
- (ii) Where the service of an employee with at least five years' service is terminated, the employee shall be entitled to long service leave as follows:
  - (a) For the first five years of service – one month.
  - (b) For the next ten years of service – a proportionate amount calculated on the basis of one month for each additional five years' service. For the purpose of this

calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.

- (c) For all subsequent service – a proportionate amount calculated on the basis of 1.5 months for each additional five years' service. For the purpose of this calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

### 33.3 Taking of Long Service Leave

- (i) The employer shall give to each employee at least one months' notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Such leave shall be taken as soon as practicable having regard to the needs of the residence, or, where the employer and the employee agree, such leave may be postponed to an agreed date.
- (ii) In such a case, where the employer and employee agree to postpone the taking of leave, the employee shall be paid for that leave at the rate of pay applicable at the time of the agreement and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the employer and the employee.
- (iii) For the purposes of this clause:
- (d) Continuous service in the same residence prior to the coming into force of this agreement shall be taken into account, and:
- (e) Continuous service shall be deemed not to have been broken by:
- Absence of an employee from the residence while a member of the Defence Forces of the Commonwealth in time of war;
  - Any period of absence on leave without pay not exceeding six months.
- (f) One month equals four and one-third weeks.

### 33.4 Subject to subclause 33.2, 33.3 and 33.4, where an employee has acquired a right to long service leave, then:

- (i) If before such leave has been entered upon, the employment of such employee is terminated, the employee shall be entitled to receive the monetary value of the leave to which such employee has been entitled computed at the rate of salary which such employee was receiving immediately prior to the termination of employment.



- (ii) Where an employee dies and any long service leave:
  - (a) to which the employee was entitled has not been taken, or
  - (b) accrued upon termination of the services of the employee by reason of the employee's death and has not been taken,  
the employer shall pay to the employee's estate in full the ordinary pay that would have been payable to the employee in respect of long service leave less any amount already paid to the employee in respect of that leave.

### **34. PARENTAL LEAVE**

#### **34.1 Basic entitlement**

Employees are entitled to parental leave in accordance with the National Employment Standards (NES).

By way of summary:

- (i) Employees are eligible for unpaid parental leave if they have completed a minimum of 12 months continuous service immediately before the birth or adoption of a child.
- (ii) The basic entitlement is up to 12 months unpaid parental leave at the time of birth or adoption, with the ability to request an additional 12 months of unpaid leave.
- (iii) Casual employees that have been engaged on a regular and systematic basis for a minimum period of 12 months also have access to this entitlement.

#### **34.2 Paid Parental Leave**

- (i) In addition to unpaid parental leave available to eligible employees under the Act, full time and part time employees may claim paid parental leave at their base rate of pay, from the date the parental leave commences in the following circumstances:
  - (a) where there is compliance with the documentation requirements to the extent to which they apply; and
  - (b) immediately before the expected date of birth of the child, the employee has or will have, completed at least 12 months of continuous service with the employer; and
  - (c) where the employee will be the primary care giver for the child.
- (ii) With regards to the first and subsequent claims for employer-paid parental leave, the following conditions apply:

- (a) first claim: where eligible for unpaid parental leave; and
- (b) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed a further six (6) months of continuous service prior to each claim.
- (iii) Payment of employer paid parental leave is calculated on the employee's weekly base rate of pay based on the average actual hours worked by the employee in the twelve (12) month period immediately preceding the commencement of parental leave.
- (iv) Eligible full time and part time employees are entitled to apply for paid parental leave as provided below:
  - (a) Primary Care Giver Leave – ten (10) weeks employer top up pay for the Primary Care Giver. Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or
  - (b) Partner Leave – three (3) weeks' employer top up pay in any one year which must commence within four weeks of the birth or placement date of the child.
- (v) With regards to the employer-paid parental leave the following applies:
  - (a) The employer will pay "top up pay" to the employee's weekly base rate of pay. "Top up pay" is the difference between the employee's base rate of pay and the amount provided by a Government Paid Parental Leave Scheme.
  - (b) The employee is required to notify the employer that they have applied for the Government Paid Parental Leave Scheme.
  - (c) Where an employee meets the requirements of clause 34.2(i) but is not eligible for the Government Paid Parental Leave, the Employer will provide an amount to the employee, limited to what the employee would have received from the employer should they have been eligible for the Government Paid Parental Leave.
- (vi) It is agreed between the parties that it is the intention of this clause to only provide a paid parental leave entitlement based on topping up a government paid parental leave scheme up to a maximum of the employee's average base weekly wage.
- (vii) For the employee couples of the employer, it is agreed that the intention of this clause is that the benefit will apply to only one person during each eligible period of paid parental leave.

(viii) Intention and Operation of the Clause

The parties to this agreement agree:

- (a) Clause 34.2 was developed and agreed by the parties based on the provisions detailed in the *Paid Parental Leave Act 2010 (Cth)* as at the date the Agreement was made.
- (b) Clause 34.2 has been drafted with the intention to provide an employee with a paid parental leave entitlement equal to their average weekly rate of pay for the period detailed in clause 34.2 with the employer limited to pay the difference between the National Minimum Wage and the employee's average weekly wage.
- (c) If throughout the term of this Agreement changes to the *Paid Parental Leave Act 2010 (Cth)* impact the intention and operation of this subclause, the parties to this Agreement agree to meet and discuss the impact of the changes to the application of clause 34.2.
- (d) Subject to 34.2(viii)c The employer undertakes to continue paying employees no less than they would have received from the employer, had the scheme continued, until a meeting is held and a decision on the future application of the clause is made.

34.3 Transfer to a safe job

- (i) This section applies whenever the present work of a pregnant employee is, because of their pregnancy, a risk to the health or safety of the employee or of their unborn or newborn child. The assessment of such a risk is to be on the basis of a medical certificate supplied by the employee and of the obligations of the employer under Fair Work Act 2009
- (ii) The employer is to temporarily adjust the employee's working conditions or hours of work to avoid exposure to that risk.
- (iii) If such an adjustment is not feasible or cannot reasonably be required to be made, the employer is to transfer the employee to other appropriate work that:
  - (a) will not expose them to that risk, and
  - (b) is as nearly as possible comparable in status and pay to that of their present work.
- (iv) If such a transfer is not feasible or cannot reasonably be required to be made, the employer is to grant the employee parental leave (or any available paid personal

leave) for as long as is necessary to avoid exposure to that risk, as certified by a medical practitioner.

#### 34.4 Return to work after parental leave

An employee returning to work after a period of parental leave is entitled to be employed in:

- (i) The position held by the employee immediately before proceeding on that leave, or
- (ii) If the employee was transferred to a safe job before proceeding on maternity leave, the position held immediately before the transfer.
- (iii) If the position no longer exists but there are other positions available that the employee is qualified for and is capable of performing, the employee is entitled to be employed in a position as nearly as possible comparable in status and pay to that of the employee's former position.

#### 34.5 Right to request

An employee entitled to parental leave may request the employer allow the employee:

- (i) To extend the period of unpaid parental leave for a further continuous period of leave not exceeding 12 months;
- (ii) To return from a period of parental leave on a part-time basis until the child reaches school age; to assist the employee in reconciling work and parental responsibilities.

The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

Request to return to work part-time must be made, in writing, as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

#### 34.6 Communication during parental leave

Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

- (i) Make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
- (ii) Provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work, and whether the employee intends to request return to work on a part-time basis.

The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (i) of this sub-clause.

### **35. 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 ten (10) working days unpaid leave in any one year, with the approval of the employer.

### **36. COMMUNITY SERVICE LEAVE**

Community service leave is provided for in the NES. This clause highlights key NES provisions.

#### **36.1 Emergency Services Leave**

- (i) Unpaid leave will be granted to all casual, part-time and full-time employees who are involved in a voluntary emergency services activity.
- (ii) Employees eligible for paid and unpaid leave must be a member of a recognised emergency management body and be able to produce evidence of such membership on request.

#### **36.2 Jury Service**

- (i) Leave will be granted to those who are required for Jury Duty by or under law of the Commonwealth, a State or a Territory.
- (ii) All employees must immediately inform their employer upon receiving notification to attend Jury Duty. They must also provide a copy of the jury service summons.
- (iii) To be eligible for payment of makeup pay, part-time and full-time employees must provide evidence that would satisfy a reasonable person that the:

- (a) employee has taken all necessary steps to obtain any amount of jury service pay to which they are entitled to; and
- (b) the total amount of jury service pay that has been paid or is payable to the employee for the period of the jury service.
- (iv) Makeup pay will be for a period of no more than 10 days.

### 36.3 Defence Reserve Force Leave

- (i) Unpaid leave will be granted to all casual, part-time and full-time employees who are members of the Defence Reserve Force.

## 37. LEAVE WITHOUT PAY

37.1 A request for unpaid leave will be assessed on a case-by-case basis. Such factors that will influence a decision to grant unpaid leave include but are not limited to, operational needs of the business and the business unit, the length of unpaid leave sought, and the proposal of the leave.

37.2 The period of leave without pay will not count for the purpose of:

- (i) accruing annual leave or personal/carer's leave, incremental progression, and public holidays;
- (ii) accruing long service leave;
- (iii) the calculation of notice and severance pay in accordance with the relevant clauses in this Agreement; and
- (iv) the employment qualifying period per clause 11.

## 38. SPECIAL DISASTER LEAVE

38.1 All full time and permanent part time employees are entitled to one day per calendar year for Special Disaster Leave when, as a result of a Natural Disaster being declared in the specific area they live, they are unable to attend work as a direct result of their place of residence being under eminent threat of major damage, the lives of their family living with them are threatened, or they unable to get to their place of work due to the formal closure of a road(s) and no alternative travel route being available.

38.2 This leave is non-cumulative and is at the sole discretion of the Director of Care Services.

38.3 Further paid leave may be available to staff at the discretion of the CEO.

### **39. STUDY LEAVE**

39.1 Staff who are enrolled in a nationally recognised training course or tertiary degree of any discipline are entitled to 20 days of unpaid study leave each year. This leave may be used for studying, attending practical components, sitting exams or other study related reasons as agreed upon by the employer. Evidence must be provided of enrolment.

39.2 The employee shall give the employer where practicable, two months' notice of the date(s) that will be taken as unpaid study leave and, in any event, such notice shall not be less than one month.

39.3 This leave entitlement is non-cumulative from year to year.

### **40. PANDEMIC LEAVE**

40.1 If an employee is unable to work due to an unforeseen emergency arising from a pandemic, they may access unpaid leave in consultation with the employer. Employees must communicate with the employer every two weeks to update them on their expected return to work date. Staff may receive paid leave at the discretion of the CEO.

## **PART F – ADDITIONAL CONSIDERATIONS**

### **41. STAFF AMENITIES**

41.1 The employer shall provide for the use of employees, except for home care employees:

- (i) A suitable changing room and adequate washing and toilet facilities;
- (ii) A locker or other suitable place for the safe keeping of clothing and personal effects of such employee; and
- (iii) Tea and coffee making facilities.

### **42. ATTENDANCE AT MEETINGS AND FIRE DRILLS**

42.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety and emergency procedures (e.g. fire drill and evacuation procedures), shall be entitled to be paid two hours at their base rate of pay or

the actual time spent in attendance at such practices, whichever is greater. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

- 42.2 Any employee required to attend Work Health and Safety Committee and/or Board of management meetings in the capacity of an employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive two hours at their base rate of pay or the actual time spent in attendance at such meetings at their base rate of pay, whichever is greater. Such time spent in attendance shall not be viewed as overtime for the purposes of this Agreement.

### **43. TRAINING**

- 43.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position and the employer's policy on mandatory training.
- 43.2 The employer shall provide a minimum of 12 hours of training per annum.
- 43.3 The employer may make training available to nurses to assist those employees to maintain professional registration or endorsement.
- 43.4 Where practicable, such training shall be provided to employees during the normal rostered hours of work.
- 43.5 When it is not practicable to provide mandatory training during the normal rostered hours of work then:
- (i) Employees shall attend mandatory in-service training outside their normal rostered working hours when required to do so by the employer.
  - (ii) The employer shall provide employees with two weeks' notice of the requirement to attend mandatory training outside of their normal rostered working hours.
  - (iii) Notwithstanding clause 24 - Overtime and reasonable additional hours, where the employee attends compulsory face-to-face training, other than during the course of a rostered shift, they shall be entitled to receive two hours at their base rate of pay or the actual length of the training at their base rate of pay, whichever is greater.
  - (iv) Attendance at such mandatory in-service training outside the normal rostered working time of an employee shall not affect the ordinary rate paid to the employee during normal rostered time.



- 43.6 The employer requires employees to complete modules through e-learning. Employees may elect to complete e-learning at home. Where training plans are listed as mandatory, employees will be paid for the time designated to complete the modules within the training plan, on successful completion of the training plan where these are completed outside of their rostered hours.
- 43.7 Access to a computer at each residence is made available as part of the staff amenities for employees to complete e-learning.
- 43.8 Upon termination of the employee's employment, the employer upon request shall provide to the employee a written statement of the hours of training attended by the employee.
- 43.9 Employees may be requested, or request, to attend external courses for which reasonable costs will be paid. Requesting an employee to attend courses will be based on the operational requirements of the business.

#### **44. HSU AND NSWNMA/ANMF MEMBERS**

The employer agrees to allow one representative from each residence to attend two days of HSU events, whether they are training or conferences, per calendar year. Where these days falls when the nominated employee would usually be rostered to work, the employee will be paid at the base rate of pay for the hours they are rostered to work. The employer also agrees to allow one representative from each residence to attend NSWNMA/ANMF events under the same conditions as the HSU members.

The employee for each residence from both unions must be nominated and communicated with the employer. If the nominated employer should change throughout a calendar year, the two days is shared amongst the nominated employees.

The nominated employee for a residence may only change in the event their employment with the employer is terminated, they cease their membership with the HSU or NSWNMA/ANMF, or by mutual agreement with the employer and the HSU or NSWNMA/ANMF.

The intent of this clause is to allow one employee from each residence to attend HSU events per year rather than multiple employees to split the allowance, and one employee from each residence to attend NSWNMA/ANMF events per year rather than multiple employees to split the allowance.

#### **45. TERMINATION OF EMPLOYMENT**

- 45.1 Termination with notice

Termination of the employment relationship may occur at the instigation of either the employer or the employee for a number of reasons, with or without Notice subject to the circumstances at the time. Termination with notice is provided for in the NES and as per the scale below:

	<b>Employee's period of continuous service with the employer at the end of the day the notice is given</b>	<b>Period of Notice</b>
1	Not more than 1 year	1 week
2	More than 1 year but not more than 3 years	2 weeks
3	More than 3 years but not more than 5 years	3 weeks
4	More than 5 years	4 weeks

The period of Notice provided by the employer is increased by 1 week if the employee is over 45 years old and has completed at least 2 years of continuous service with the employer at the end of the day the notice is given. Notice may be worked out, however at the discretion of the employer, payment in lieu of Notice may also be made.

#### 45.2 Termination without notice

The employer may terminate the employee immediately and without notice if the employee:

- (i) Is convicted of any indictable offence or fails a criminal record check as is required by law within the Aged Care industry;
- (ii) Is guilty of any serious misconduct, or wilful misconduct, or professional misconduct;
- (iii) Is guilty of any of the following: intoxication, being under the influence of illegal drugs, theft, fraud, physical abuse, verbal abuse, assault or other criminal behaviour, gross intimidation and bullying, sexual harassment and other offensive or harassing behaviour, disregard for health and safety obligations, refusal to carry out lawful and reasonable instruction, neglect of duty;
- (iv) Is guilty of conduct, which, in the reasonable opinion of the employer, may prejudice the name, reputation, standing and/or operations of the employer.

Regard shall be given to the severity of the offence and each transgression shall be determined upon its own merits as well as in the context of the workplace, the duties carried out at the time, the overall conduct of the employee and the employee's work history.

#### 45.3 Notice of termination by an employee

The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional

notice based on the age of the employee concerned. If an employee fails to give the required notice, and agrees in writing, the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this award in respect of the period of notice required by this clause less any period of notice actually given by the employee.

#### **46. REDUNDANCY**

46.1 An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (i) At the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (ii) Because of the insolvency or bankruptcy of the employer.

46.2 In addition to required Notice as per Clause 45.1, where an employee is under 45 years of age, the employer shall pay severance in accordance with the following scale:

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

46.3 In addition to required Notice as per Clause 45.1, where an employee is 45 years of age or over, the entitlement shall be in accordance with the following scale:

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

"Week's pay" shall include, in addition to the base rate of pay contained within this Agreement, over-award payments, shift penalties and allowances that are applicable under this Agreement.

46.4 "Weeks' pay" means the employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) Shift allowances;
- (ii) Weekend penalties.

46.5 Transfer to lower paid duties

Where an employee is transferred to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated and the employer may, at the employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

46.6 Employee leaves during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice but is not entitled to any payment in lieu of any remaining notice.

46.7 Job search entitlement

- (i) An employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose, a statutory declaration is sufficient.

46.8 This Clause shall not apply to casual employees, or any other employee excluded by the Fair Work Act or Regulations.

## **47. CONSULTATION**

47.1 Consultation regarding major workplace change

(i) Employer to notify

Where an employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must notify the employees who may be affected by the proposed changes and their representatives, if any.

Significant effects include termination of employment; major changes in the composition, operation or size of the employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs. Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.

(ii) Employer to discuss change

The employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 47.1(i), the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.

The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 47.1(i). For the purposes of such discussion, the employer must provide in writing to the employees concerned and their representatives, if any, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that no employer is required to disclose confidential information the disclosure of which would be contrary to the employer's interests.

47.2 Consultation about changes to rosters or hours of work

Where an employer proposes to change an employee's regular roster or ordinary hours of work, the employer must consult with the employee or employees affected and their representatives, if any, about the proposed change.

The employer must:

- (i) provide to the employee or employees affected and their representatives, if any, information about the proposed change (for example, information about the nature

of the change to the employee's regular roster or ordinary hours of work and when that change is proposed to commence);

- (ii) invite the employee or employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities);
- (iii) commence the consultation as early as practicable; and
- (iv) give consideration to any views about the impact of the proposed change that are given by the employee or employees concerned and/or their representatives.

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

These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

#### **48. WORKLOAD MANAGEMENT**

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

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

- (i) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (ii) If a solution still cannot be identified and implemented, the matter should be referred to the Director of Care Services for further discussion. The Director of Care Services will respond within 48 hours.
- (iii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion. The senior manager will respond within a further 48 hours.
- (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.

48.3 Workload management will be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads will be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workload issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (i) clinical assessment of residents' needs;
- (ii) staff to resident ratios;
- (iii) replacement of leave: including personal leave, annual leave, parental leave and long service leave;
- (iv) professional nursing standards (APRHA)
- (v) the demand of the environment such as residence layout;
- (vi) statutory obligations (including, but not limited to, workplace health and safety legislation);
- (vii) reasonable workloads;
- (viii) accreditation standards;
- (ix) budgetary considerations; and
- (x) occupancy.

48.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 49 - Disputes and Grievances.

## **49. DISPUTES AND GRIEVANCES**

49.1 If a dispute relates to:

- (i) a matter arising under the Agreement; or
- (ii) the National Employment Standards;

this term sets out procedures to settle the dispute.

49.2 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

49.3 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

49.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.

- 49.5 The Fair Work Commission may deal with the dispute in 2 stages:
- (i) The Fair Work Commission may first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (ii) if the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 49.6 While the parties are trying to resolve the dispute using the procedures in this term:
- (i) an employee must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety; and
  - (ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
    - (a) the work is not safe; or
    - (b) applicable Work Health and Safety legislation would not permit the work to be performed; or
    - (c) the work is not appropriate for the employee to perform; or
    - (d) there are other reasonable grounds for the employee to refuse to comply with the direction.

## **50. VARIATION AND TERMINATION OF AGREEMENT**

The parties to this Agreement acknowledge that this agreement can be varied or terminated subject to the requirements of the Fair Work Act.

If any provision of this Agreement is invalid, unlawful, void or unenforceable, it will be severed without affecting any other obligations of the parties under this Agreement.

## **51. ENTIRE AGREEMENT**

This Agreement (including any attached and subsequent Schedules) is the entire Agreement between the parties. This Agreement supersedes all prior representations, agreements,



warranties or promises. In entering this Agreement, the parties have not relied on any representations, agreements, warranties or promises except as are contained in this Agreement.

## SCHEDULE 1: WAGES – RATES OF PAY

Classifications/Roles	FFPP after 1 July 2023	3.5% Effective FFPP after 1 July 2024	3.5% Effective FFPP after 1 July 2025	3.5% Effective FFPP after 1 July 2026
<u>Registered Nurse Level 1</u>				
1 <sup>st</sup> and 2 <sup>nd</sup> Year	\$38.03	\$39.36	\$40.74	\$42.16
3 <sup>rd</sup> and 4 <sup>th</sup> Year	\$41.65	\$43.11	\$44.62	\$46.18
5 <sup>th</sup> Year	\$43.54	\$45.06	\$46.64	\$48.27
6 <sup>th</sup> Year	\$45.41	\$47.00	\$48.64	\$50.35
7 <sup>th</sup> Year	\$47.55	\$49.21	\$50.94	\$52.72
8 <sup>th</sup> Year and thereafter	\$51.44	\$53.24	\$55.10	\$57.03
<u>Registered Nurse Level 2</u>				
Clinical Nurse Specialist	\$53.32	\$55.19	\$57.12	\$59.12
<u>Registered Nurse Level 3</u>				
Clinical Nurse Consultant	\$53.70	\$55.58	\$57.52	\$59.54
Clinical Nurse Educator	\$53.79	\$55.67	\$57.62	\$59.64
<u>Registered Nurse Level 4</u>				
Assistant Director of Nursing <150 beds	\$55.68	\$57.63	\$59.65	\$61.73
Assistant Director of Nursing 150-250 beds	\$59.85	\$61.94	\$64.11	\$66.36
Assistant Director of Nursing >250 beds	\$61.49	\$63.64	\$65.87	\$68.18
<u>Registered Nurse Level 5</u>				
Director of Nursing 25- 50 beds	\$65.59	\$67.89	\$70.26	\$72.72
Director of Nursing 50- 75 beds	\$67.16	\$69.51	\$71.94	\$74.46
Director of Nursing 75- 100 beds	\$68.87	\$71.28	\$73.78	\$76.36
Director of Nursing 100- 150 beds	\$71.02	\$73.51	\$76.08	\$78.74
Director of Nursing 150- 200 beds	\$73.88	\$76.47	\$79.14	\$81.91
Director of Nursing 200- 250 beds	\$76.73	\$79.42	\$82.20	\$85.07
<u>Enrolled Nurse without medication certificate</u>	\$34.36	\$35.56	\$36.81	\$38.10
<u>Enrolled Nurse</u>	\$37.87	\$39.20	\$40.57	\$41.99
<u>Personal Care Assistant</u>				
PCA 1	\$28.77	\$29.77	\$30.81	\$31.89
PCA 2	\$29.86	\$30.91	\$31.99	\$33.11
PCA 3	\$30.23	\$31.29	\$32.39	\$33.52
PCA 4	\$30.64	\$31.71	\$32.82	\$33.97

PCA 5	\$32.33	\$33.46	\$34.63	\$35.84
PCA 6	\$35.20	\$36.44	\$37.71	\$39.03
<u>Food Services</u>				
Level 1	\$24.07	\$24.92	\$25.79	\$26.69
Level 2	\$25.03	\$25.90	\$26.81	\$27.75
Level 3	\$25.98	\$26.89	\$27.83	\$28.80
Level 4	\$26.35	\$27.27	\$28.22	\$29.21
Level 5	\$27.18	\$28.13	\$29.11	\$30.13
Level 6	\$28.76	\$29.77	\$30.81	\$31.89
Level 7	\$29.74	\$30.78	\$31.85	\$32.97
<u>Client Services</u>				
Level 1	\$24.07	\$24.92	\$25.79	\$26.69
Level 2	\$25.98	\$26.89	\$27.83	\$28.80
Level 3	\$26.28	\$27.20	\$28.16	\$29.14
<u>Property Services/Driver</u>				
Level 1	\$25.03	\$25.90	\$26.81	\$27.75
Level 2	\$25.98	\$26.89	\$27.83	\$28.80
Level 3	\$26.28	\$27.20	\$28.16	\$29.14
Level 4	\$28.63	\$29.63	\$30.67	\$31.74
<u>Leisure and Lifestyle</u>				
Level 1	\$29.86	\$30.91	\$31.99	\$33.11
Level 2	\$30.53	\$31.60	\$32.71	\$33.85
Level 3	\$32.33	\$33.46	\$34.63	\$35.84
<u>Laundry</u>				
Level 1	\$24.07	\$24.92	\$25.79	\$26.69
Level 2	\$25.03	\$25.90	\$26.81	\$27.75
Level 3	\$25.98	\$26.89	\$27.83	\$28.80
Level 4	\$26.28	\$27.20	\$28.16	\$29.14
<u>Housekeeping</u>				
Level 1	\$24.07	\$24.92	\$25.79	\$26.69
Level 2	\$25.03	\$25.90	\$26.81	\$27.75
<u>Home Care Employee</u>				
Level 1 – pay point 1	\$28.00	\$28.98	\$29.99	\$31.04
Level 2 – pay point 1	\$29.61	\$30.64	\$31.72	\$32.83
Level 2 – pay point 2	\$29.81	\$30.86	\$31.94	\$33.05
Level 3 – pay point 1	\$30.21	\$31.27	\$32.37	\$33.50
Level 3 – pay point 2	\$31.14	\$32.23	\$33.36	\$34.52
Level 4 – pay point 1	\$32.95	\$34.10	\$35.30	\$36.53
Level 4 – pay point 2	\$33.61	\$34.79	\$36.00	\$37.26
Level 5 – pay point 1	\$35.32	\$36.56	\$37.84	\$39.16
Level 5 – pay point 2	\$36.72	\$38.01	\$39.34	\$40.71

## SCHEDULE 2: ALLOWANCES

Brief Description	FFPP after 1 July 2023	3.5% Effective FFPP after 1 July 2024	3.5% Effective FFPP after 1 July 2025	3.5% Effective FFPP after 1 July 2026
<u>On-Call</u>				
Between rostered shifts Monday to Friday	\$25.46	\$26.36	\$27.28	\$28.23
Between rostered shifts or on a Saturday	\$38.28	\$39.62	\$41.01	\$42.44
Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work	\$50.94	\$52.72	\$54.57	\$56.48
On call during meal break – Nursing Staff only	\$12.53	\$12.97	\$13.42	\$13.89
<u>In-charge</u>				
RN in charge of residence of less than 100 beds evening or night	\$27.80	\$28.77	\$29.78	\$30.82
RN in charge of residence of more than 100 beds on day, evening or night	\$44.77	\$46.34	\$47.96	\$49.64
<u>Laundry per shift</u>	\$0.45	\$0.47	\$0.49	\$0.50
max per week	\$2.14	\$2.21	\$2.29	\$2.37
<u>Vehicle</u>	\$0.85/km	as per ATO	as per ATO	as per ATO
<u>Uniform</u>	\$2.82	\$2.92	\$3.02	\$3.13
<u>Nauseous linen allowance</u>				
per week	\$2.92	\$3.02	\$3.13	\$3.24
<u>Meal allowance (home care employees only)</u>	\$15.74	\$16.29	\$16.86	\$17.45
<u>Sleepover allowance (home care employees only) for each sleepover</u>	\$55.76	\$57.71	\$59.73	\$61.82
<u>Overnight away from home reimbursement (home care employees only)</u>	reimbursement for the cost of reasonable accommodation and meals			
<u>Travelling expenses reimbursement (home care employees only)</u>	reimbursement for the cost of reasonable fares, meals and accommodation expenses			
<u>Broken shift – 1 unpaid break (home care employees only)</u>	\$19.39	\$20.07	\$20.77	\$21.50
<u>Broken shift – 2 unpaid breaks (home care employees only)</u>	\$25.67	\$26.57	\$27.50	\$28.46

## **SCHEDULE 3: CLASSIFICATION DESCRIPTIONS AND PROGRESSION**

The following classification descriptions apply to employees covered by this Agreement:

### **CLINICAL CLASSIFICATIONS**

#### **REGISTERED NURSE – LEVEL 1**

(equivalent Registered Nurse – Level 1 (RN1) under Nurses Modern Award)

- (i) An employee at this level performs their duties:
  - (a) according to their level of competence; and
  - (b) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.
- (ii) An employee at this level is required to perform general nursing duties which include substantially, but are not limited or confined to:
  - delivering direct and comprehensive nursing care and individual case management to residents within the residence;
  - coordinating services, including those of other professional and allied health providers, to individual residents within the residence;
  - providing education, counselling and team support orientated towards the promotion of the health and wellbeing of residents within the residence;
  - providing support, direction and education to newer or less experienced staff, including EN's, student EN's, student nurses and care service employees;
  - accepting accountability for the employee's own standards of nursing care and service delivery; and
  - participating in clinical governance, continuous improvement and policy and
  - development within the residence.

## REGISTERED NURSE – LEVEL 2

(equivalent Registered Nurse – Level 2 (RN2) under Nurses Modern Award)

- (i) An employee at this level may be an RN, CNS or CNE:
  - (a) holds any other qualification required for working in the employee's particular residence; and
  - (b) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- (ii) In addition to the duties of a Registered Nurse – Level 1, an employee at this level is required to perform duties delegated by a Nurse in a higher classification.

Duties of a Registered Nurse – Level 2 will substantially include, but are not limited or confined to include:

- delivering direct and comprehensive nursing care and individual case management to a specific group of residents in a particular area of nursing practice within the residence;
- providing support, direction, orientation and education to Registered Nurse – Level 1s, Enrolled Nurses, student nurses, student Enrolled Nurses and Personal Care Assistants;
- allocation and rostering of staff;
- occupational health;
- being responsible for planning and coordinating services relating to a particular resident or group of residents in the residence, as delegated by a Nurse in a higher classification;
- acting as a role model in the provision of holistic care to residents in the residence; and
- assisting in the participation, review and management of clinical governance, continuous improvement, quality assurance programs and policy development within the residence.

### REGISTERED NURSE – LEVEL 3

(equivalent Registered Nurse – Level 3 (RN3) under Nurses Modern Award)

- (i) An employee at this level:
  - (a) holds any other qualification required for working in the employee's particular practice setting; and
  - (b) is appointed as such by a selection process or by reclassification from a lower level when that employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.

- (ii) In addition to the duties of a Registered Nurse – Level 2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:
  - (a) Duties of a Clinical Nurse Consultant will substantially include, but are not limited or confined to include;
    - providing leadership and role modelling, in collaboration with others including the Nurse Manager and the Nurse Educator, particularly in the areas of clinical governance, continuous improvement and quality assurance programs within the residence.
    - staff, and resident and family/carer education;
    - staff selection, management, development and appraisal;
    - participating in policy development and implementation;
    - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
    - delivering direct and comprehensive nursing care to specific residents or a specific group of residents with complex nursing care needs, in a particular area of nursing practice within the residence;
    - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of residents within the residence; and

- coordinating or managing nursing or multidisciplinary service teams providing acute nursing.

(b) Duties of a Nurse Manager will substantially include, but are not limited or confined to include:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Educator, particularly in the areas of clinical governance, continuous improvement and quality assurance programs within the residence;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

(c) Duties of a Nurse Educator will substantially include, but are not limited or confined to include:

- providing leadership and role modelling, in collaboration with others including the Clinical Nurse Consultant and the Nurse Manager, particularly in the areas of clinical research and governance, continuous improvement and quality assurance;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of resident, family/carer education programs;



- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable of the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

#### REGISTERED NURSE – LEVEL 4

(equivalent Registered Nurse – Level 4 (RN4) under Nurses Modern Award)

(i) An employee at this level:

- (a) holds any other qualification required for working in the employee's particular practice setting; and
- (b) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as an Assistant Director of Nursing (Clinical), Assistant Director of Nursing (Management), or Assistant Director of Nursing (Education).

(ii) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a residence will be a relevant consideration.

(iii) In addition to the duties of a Registered Nurse – Level 3, an employee at this level will perform the following duties:

(c) Duties of an Assistant Director of Nursing (Clinical) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (Management) and Assistant Director of Nursing (Education), particularly in areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the Nursing Executive Team;

- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical Nurse Consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of resident care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(d) Duties of an Assistant Director of Nursing (Management) will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant Director of Nursing (Clinical) and Assistant Director of Nursing (Education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the Nursing Executive Team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse Managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

(e) Duties of an Assistant Director of Nursing (Education) will substantially include, but are not confined to:

- providing leadership and role modelling, in conjunction with others including the Assistant Director of Nursing (Clinical) and the Assistant Director of Nursing (Management), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse Educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

#### REGISTERED NURSE – LEVEL 5

(equivalent Registered Nurse – Level 5 (RN5) Nurses Modern Award)

(i) An employee at this level:

- (a) holds any other qualification required for working in the employee's particular practice setting; and
- (b) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Director of Nursing.

(ii) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a residences will be a relevant consideration.

- (iii) In addition to the duties of a Registered Nurse – Level 4, an employee at this level will the following duties;
- being accountable for the standards of nursing care for the residence and for coordination of the nursing service of the residence;
  - participating as a member of the executive of the residence, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of residence policy;
  - providing leadership, direction and management of the residence in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Chief Executive Officer;
  - providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the residence;
  - managing the budget of the residence;
  - ensuring that nursing services meet changing needs of residents through proper strategic planning; and
  - complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

## NURSING PRACTITIONER

A Nurse Practitioner:

- (i) is a registered nurse appointed to the role;
- (ii) has obtained an additional qualification relevant to the state regulation authority to enable them to become licensed Nurse Practitioners.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

Role of a licensed Nurse Practitioner

- (i) The Nurse Practitioner is able to assess and manage the care of residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a registered nurse in extended practice across stable, unpredictable and complex situations.

- (ii) The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovation and flexible health care delivery that complements other health care providers.

#### Scope of practice

The scope of practice of the Nurse Practitioner is determined by the context in which:

- (i) the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and
- (ii) the professional efficacy whereby practice is structure in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

#### ENROLLED NURSE WITHOUT MEDICATION QUALIFICATION

Enrolled Nurse Without Medication Qualification means a person registered by the Board as an enrolled nurse with the notation "does not hold a Board approved qualification in medicines administration".

#### ENROLLED NURSE

Enrolled Nurse means a person registered by the Board as an enrolled nurse.

## CARE CLASSIFICATIONS

### PERSONAL CARE ASSISTANT (PCA) 1

(equivalent ACE 2 under Aged Care Modern Award)

An employee at this level:

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

### PERSONAL CARE ASSISTANT (PCA) 2

(equivalent ACE 3 under Aged Care Modern Award)

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- performs functions which include, but are not necessarily limited to, showering/bathing, assistance in dressing/undressing, assistance with feeding and general tidy and up-keep of residents' rooms, and other duties as required;
- possesses sound communication and/or arithmetic skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

### PERSONAL CARE ASSISTANT (PCA) 3

(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;

- works under limited supervision, either individually or in a team;
- is able to assist in the implementation of resident care plans;
- is able to monitor and report on vital resident measurements such as, but not limited to blood pressure and blood glucose levels, and other duties as required;
- takes the initiative in performing tasks that involve two or more people, one being an employee of a lower level classification;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training; and
- is required to hold a relevant Certificate III qualification.

PERSONAL CARE ASSISTANT (PCA) 4 – by appointment only  
(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

- has demonstrated their skills as a PCA 3 and has been progressed to a PCA 4;
- is required to use and apply the competencies, skills and qualifications necessary for the role; and
- assists with the Aged Care Funding Instrument (ACFI).

This grade is at the discretion of the employer having given consideration to operational and resident needs and is by appointment only.

PERSONAL CARE ASSISTANT (PCA) 5 – by appointment only  
(equivalent ACE 5 under Aged Care Modern Award)

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others and assume the role of Team Leader;
- requires a comprehensive knowledge of medical terminology;

- may be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possess well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

PERSONAL CARE ASSISTANT (PCA) 6 – by appointment only  
(equivalent ACE 7 under Aged Care Modern Award)

An employee at this level:

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



## **ALLIED AND OTHER CLASSIFICATIONS – all by appointment only**

### **FOOD SERVICES CLASSIFICATIONS**

#### **FOOD SERVICES LEVEL 1**

(equivalent ACE 1 under Aged Care Modern Award)

This is an entry level role for an employee who has less than three months' work experience in the industry and performs basic duties. An employee at this level will only be eligible for progression to Food Services Level 2 if the employee:

- (i) has completed six months continuous employment; and
- (ii) has performed basic duties.

An employee at this level:

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

#### **FOOD SERVICES LEVEL 2**

(equivalent ACE 2 under Aged Care Modern Award)

An employee at this level:

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

### FOOD SERVICES LEVEL 3

(equivalent ACE 3 under Aged Care Modern Award)

An employee at this level:

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

### FOOD SERVICES LEVEL 4

(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

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

### FOOD SERVICES LEVEL 5

(equivalent ACE 5 under Aged Care Modern Award)

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology;

- may be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possess well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

#### FOOD SERVICES LEVEL 6

(equivalent ACE 6 under Aged Care Modern Award)

An employee at this level:

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

#### FOOD SERVICES LEVEL 7

(equivalent ACE 7 under Aged Care Modern Award)

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;

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

## **ADMINISTRATION CLASSIFICATIONS**

### **ADMINISTRATION LEVEL 1**

(equivalent ACE 1 under Aged Care Modern Award)

This is an entry level role for an employee who has less than three months' work experience in the industry and performs basic duties. An employee at this level will only be eligible for progression to Administration Level 2 if the employee:

- (i) has completed six months continuous employment; and
- (ii) has performed basic duties.

An employee at this level:

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

### **ADMINISTRATION LEVEL 2**

(equivalent ACE 3 under Aged Care Modern Award)

An employee at this level:

- Undertakes a range of basic clerical functions within established routines, methods and procedures.

### ADMINISTRATION LEVEL 3

(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

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

### PROPERTY SERVICES/DRIVER CLASSIFICATIONS

#### PROPERTY SERVICES/DRIVER LEVEL 1

(equivalent ACE 2 under Aged Care Modern Award)

An employee at this level:

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

#### PROPERTY SERVICES/DRIVER LEVEL 2

(equivalent ACE 3 under Aged Care Modern Award)

An employee at this level:

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

- requires specific on-the-job training and/or relevant skills training or experience.

PROPERTY SERVICES/DRIVER LEVEL 3  
(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

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

PROPERTY SERVICES/DRIVER LEVEL 4  
(equivalent ACE 6 under Aged Care Modern Award)

An employee at this level:

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

## **LEISURE AND LIFESTYLE CLASSIFICATIONS**

### **LEISURE AND LIFESTYLE LEVEL 1**

(equivalent ACE 3 under Aged Care Modern Award)

An employee at this level:

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

### **LEISURE AND LIFESTYLE LEVEL 2**

(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

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

### **LEISURE AND LIFESTYLE LEVEL 3**

(equivalent ACE 5 under Aged Care Modern Award)

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;

- requires a comprehensive knowledge of medical terminology;
- may be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possess well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

## **LAUNDRY CLASSIFICATIONS**

### **LAUNDRY LEVEL 1**

(equivalent ACE 1 under Aged Care Modern Award)

This is an entry level role for an employee who has less than three months' work experience in the industry and performs basic duties. An employee at this level will only be eligible for progression to Laundry Level 2 if the employee:

- (i) has completed six months continuous employment; and
- (ii) has performed basic duties.

An employee at this level:

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

### **LAUNDRY LEVEL 2**

(equivalent ACE 2 under Aged Care Modern Award)

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;



- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

#### LAUNDRY LEVEL 3

(equivalent ACE 3 under Aged Care Modern Award)

An employee at this level:

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

#### LAUNDRY LEVEL 4

(equivalent ACE 4 under Aged Care Modern Award)

An employee at this level:

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

### HOUSEKEEPING CLASSIFICATIONS

#### HOUSEKEEPING LEVEL 1

(equivalent ACE 1 under Aged Care Modern Award)

This is an entry level role for an employee who has less than three months' work experience in the industry and performs basic duties. An employee at this level will only be eligible for progression to Housekeeping Level 2 if the employee:

- (i) has completed six months continuous employment; and

- (ii) has performed basic duties.

An employee at this level:

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

#### HOUSEKEEPING LEVEL 2

(equivalent ACE 2 under Aged Care Modern Award)

An employee at this level:

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

## HOME CARE CLASSIFICATIONS

### HOME CARE EMPLOYEE LEVEL 1

(equivalent Home care employee level 1 under Social, Community, Home Care and Disability Services Modern Award)

A position in this level is for an employee appointed to this position with less than 12 months' experience in the industry.

#### Accountability and extent of authority

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

#### Judgment and decision making

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

#### Specialist knowledge and skills

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

#### Interpersonal skills

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

#### Qualifications and experience

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

## HOME CARE EMPLOYEE LEVEL 2

(equivalent Home care employee level 2 under Social, Community, Home Care and Disability Services Modern Award)

NOTE: The principles of the classifications for Level 2 employees are governed by the Miscellaneous Workers Home Care Industry (State) Award AN120341.

### Accountability and extent of authority

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

### Judgment and decision-making

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

### Specialist knowledge and skills

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

### Interpersonal skills

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

### Qualifications and experience

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

### HOME CARE EMPLOYEE LEVEL 3

(equivalent Home care employee level 3 under Social, Community, Home Care and Disability Services Modern Award)

NOTE: The principles of the classifications for Level 3 employees are governed by the Miscellaneous Workers Home Care Industry (State) Award AN120341.

#### Accountability and extent of authority

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

#### Judgment and decision-making

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

#### Specialist knowledge and skills

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

#### Interpersonal skills

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

#### Qualifications and experience

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

## HOME CARE EMPLOYEE LEVEL 4

(equivalent Home care employee level 4 under Social, Community, Home Care and Disability Services Modern Award)

### Accountability and extent of authority

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

### Judgment and decision-making

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

### Specialist knowledge and skills

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

### Interpersonal skills

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

### Qualifications and experience

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

## HOME CARE EMPLOYEE LEVEL 5

(equivalent Home care employee level 5 under Social, Community, Home Care and Disability Services Modern Award)

### Accountability and extent of authority

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

### Judgment and decision-making

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

### Specialist knowledge and skills

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

### Management skills

- These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees so as to achieve specific and set objectives in the most efficient way possible within the resources available and within a set timetable.

- The position requires an understanding of and ability to implement basic personnel policies and practices including those related to equal employment opportunity, occupational health and safety and employee's training and development.

#### Interpersonal skills

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

#### Qualifications and experience

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





# cranbrook care

wellbeing, security & excellence

## SIGNATURE PAGE ON BEHALF of Cranbrook Care Pty Ltd.

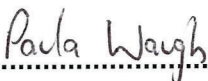
Signed for and on behalf of Cranbrook Care

Dated this 19 day of December 2023

  
.....

Kerry Mann  
Executive Director  
Cranbrook Care  
Suite 3, Level 1, 8 West Street  
NORTH SYDNEY NSW 2060

  
.....

  
.....

18 Blacksmith Close  
Stanhope Gardens NSW 2768  
Name and Address of Witness

Kerry Mann as the Executive Director is authorised to sign on behalf of Cranbrook Care Pty Ltd.

**SIGNATURE PAGE ON BEHALF of Employees of Cranbrook Care Pty Ltd**

Signed for and on behalf of Employees of Cranbrook Care Pty Ltd

Dated this 24 day of January 2024

IOANNIS KANELLOS  
Name

24/1/24  
Date

  
Signature

Chef.  
Position

13 Belmore street Ryde NSW 2112  
Address

Andred Lopez  
Witness Name

24/1/24  
Date

Aleg  
Signature

Client Service Co-ordinator  
Position

11 Manns Ave, Neutral Bay, NSW 2089  
Address

SIGNATURE PAGE ON BEHALF of Employees of Cranbrook Care Pty Ltd

Signed for and on behalf of Employees of Cranbrook Care Pty Ltd

Dated this 25<sup>th</sup> day of January 2024

GANGA HAMAL MALLA

Name

25-01-2024

Date

LLL

Position

58A Wycombe Road

Address

Isha Maharjan

Witness Name

25-01-2024

Date

Isha

Signature

PCA

Position

Lansdowne 58A Wycombe

Address

**SIGNATURE PAGE ON BEHALF of Employees of Cranbrook Care Pty Ltd**

Signed for and on behalf of Employees of Cranbrook Care Pty Ltd

Dated this 23 day of January 2024

Ruth O'Toole  
Name

23.1.24  
Date

R O'Toole  
Signature

Lifestyle Co-ordinator  
Position

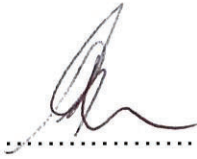
17 Wilsons Creek Road  
Address Helensburgh 2508

Annette Swenlow  
Witness Name 23.1.24  
Date

[Signature]  
Signature

Director of  
Position Care & Services

65 ST ALBANS ST  
Address ASB ST STOKED 2046 NSW



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.*



**cranbrook care**  
wellbeing, security & excellence

7 February 2024

Deputy President Wright  
Fair Work Commission  
80 William Street  
East Sydney NSW 2010

FWC Matter No: AG2023/5383

Applicant: Cranbrook Care

**Section 185 – Application for approval of a single enterprise agreement  
Undertaking – Section 190**

Dear Deputy President Wright,

I, Lee Carissa, Chief Executive Officer, have the authority given to me by Cranbrook Care (Lansdowne Gardens), Cranbrook Care (William Cape Gardens), Cranbrook Care (Bella Vista Gardens), Cranbrook Care (Bayswater Gardens), and, Cranbrook at Home Pty Limited, to give the following undertakings with respect to the Cranbrook Care HSU and ANMF NSW Branch Enterprise Agreement (“the Agreement”):

Delete subclause 19.1(iii) and replace with the following subclause.

19.1(iii) Where an employee who works in excess of five hours does not take their unpaid meal break at the agreed time, and, prior approval has been given for the break not to be taken, the employee will be paid at overtime rates for all time worked from the commencement of that agreed meal break until such time that a meal break free from duty is taken by the employee or the employee’s shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee’s ordinary time with respect to all other provisions in the Agreement relating to overtime other than the rate of pay.

Delete clause 24.3 and replace with the following clause.

24.3 Overtime shall be paid at the following rates:

- (i) For nursing employees
  - (a) Monday to Saturday (inclusive) – time and a half the Base Rate of Pay for the first two hours and double time thereafter;
  - (b) Sunday – double time the Base Rate of Pay;
  - (c) Public holidays – double time and a half the Base Rate of Pay.

**Cranbrook Care Pty Limited**

Suite 3, Level 1, 8 West Street, North Sydney NSW 2060 T 02 9929 0011 F 02 9929 0044

E [contact@cranbrookcare.com.au](mailto:contact@cranbrookcare.com.au) W [www.cranbrookcare.com.au](http://www.cranbrookcare.com.au)

ABN 56 137 746 699

- (ii) For non-nursing employees
  - (a) Monday to Friday (inclusive) – time and a half the Base Rate of Pay for the first two hours and double time thereafter;
  - (b) Saturday and Sunday – double time the Base Rate of Pay;
  - (c) Public holidays – double time and a half the Base Rate of Pay.

Overtime rates under this clause will be in substitution for and not cumulative upon the shift penalties prescribed in Clause 21 for Shift and Weekend Work.

Delete clause 24.5 and replace with the following clause.

#### 24.5 Overtime for Part-time Employees

- (i) For nursing employees:
  - (a) All time worked by nursing part-time employees in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period, will be paid for at the rate of time and a half the Base Rate of Pay for the first two hours and double time the Base Rate of Pay thereafter, except that on Sundays such overtime will be paid for at the rate of double time the Base Rate of Pay and on public holidays at the rate of double time and a half the Base Rate of Pay.
  - (b) All time worked by nursing part-time employees which exceeds 10 hours per day, will be paid at the rate of time and a half the Base Rate of Pay for the first two hours and double time the Base Rate of Pay thereafter, except on Sundays when overtime will be paid for at the rate of double time the Base Rate of Pay, and on public holidays at the rate of double time and a half the Base Rate of Pay.
- (ii) For non-nursing employees:
  - (a) All time worked by non-nursing part-time employees in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period, will be paid for at the rate of time and a half the Base Rate of Pay for the first two hours and double time the Base Rate of Pay thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time the Base Rate of Pay and on public holidays at the rate of double time and a half the Base Rate of Pay.
  - (b) All time worked by non-nursing part-time employees which exceeds 10 hours per day, will be paid at the rate of time and a half the Base Rate of Pay for the first two hours and double time the Base Rate of Pay thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time the Base Rate of Pay, and on public holidays at the rate of double time and a half the Base Rate of Pay.
- (iii) Extra hours for part-time employees:
  - (a) Where a part-time employee requests or accepts any offer of hours in addition to their addition to their rostered daily and/or fortnightly shift or shifts, as acceptance is not required by the employer, this will be paid at the base rate of pay except where overtime or a penalty rate is otherwise payable. Such request or acceptance will be in writing via email, text, rostering system, or other means as agreed between the employee and the employer.
  - (b) Where an employee does not agree however is required to work, overtime rates shall apply as per Clauses 24.5(i) and (ii).



Delete clause 24.6 and replace with the following clause.

#### 24.6 Overtime for Casual Employees

- (i) For nursing employees:
  - (a) All time worked by casual employees in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period, will be paid for at the rate of 187.5% the Base Rate of Pay for the first two hours and 250% the Base Rate of Pay thereafter, except that on Sundays such overtime will be paid for at the rate of 250% the Base Rate of Pay and on public holidays at the rate of 312.5% the Base Rate of Pay.
  - (b) All time worked by casual employees which exceeds 10 hours per day will be paid at the rate of 187.5% the Base Rate of Pay for the first two hours and 250% the Base Rate of Pay thereafter, except on Sundays when overtime will be paid for at the rate of 250% the Base Rate of Pay, and on public holidays at the rate of 312.5% the Base Rate of Pay.
- (ii) For non-nursing employees:
  - (a) All time worked by casual employees in excess of 37.5 hours per week or 75 hours per fortnight, whichever is the roster period, will be paid for at the rate of 187.5% the Base Rate of Pay for the first two hours and 250% the Base Rate of Pay thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of 250% the Base Rate of Pay and on public holidays at the rate of 312.5% the Base Rate of Pay.
  - (b) All time worked by casual employees which exceeds 10 hours per day will be paid at the rate of 187.5% the Base Rate of Pay for the first two hours and 250% the Base Rate of Pay thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of 250% the Base Rate of Pay, and on public holidays at the rate of 312.5% the Base Rate of Pay.
- (iii) Payment of overtime to casual employees shall be calculated against the Base Rate of Pay (i.e. overtime shall be in lieu of any shift penalty rates or casual loading).

Delete clause 29.9 and replace with the following clause.

#### 29.9 Public holiday substitution between the employer and the employee

An employer and employee may, by agreement, substitute another day for a public holiday in accordance with the Fair Work Act.

Delete clause 42.1 and replace with the following clause.

42.1 Any employee required to work outside the ordinary hours of work in satisfaction of the requirements for compulsory fire safety and emergency procedures (e.g. fire drill and evacuation procedures), shall be entitled to be paid two hours at their base rate of pay or the actual time spent in attendance at such practices, whichever is greater. To avoid ambiguity, overtime will apply in accordance with clause 24 where applicable.

Delete clause 42.2 and replace with the following clause.

42.2 Any employee required to attend Work Health and Safety Committee and/or Board of management meetings in the capacity of an employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive two hours at their base rate of pay or the actual time spent in attendance at such meetings at their base rate of pay, whichever is greater. To avoid ambiguity, overtime will apply in accordance with clause 24 where applicable.



Yours faithfully,

A handwritten signature in black ink, appearing to read 'Lee Carissa', written in a cursive style.

Lee Carissa  
Chief Executive Officer  
Cranbrook Care