



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Uniting (NSW.ACT) T/A Uniting
(AG2017/6100)

UNITING AGED CARE ENTERPRISE AGREEMENT (NSW) 2017

Aged care industry

DEPUTY PRESIDENT MASSON

MELBOURNE, 26 JUNE 2018

Application for approval of the Uniting Aged Care Enterprise Agreement (NSW) 2017.

[1] An application has been made for approval of an enterprise agreement known as the *Uniting Aged Care Enterprise Agreement (NSW) 2017* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Uniting (NSW.ACT) T/A Uniting. The Agreement is a single enterprise agreement.

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

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

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 July 2018. The nominal expiry date of the Agreement is 30 June 2020.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE428971 PR608447>

Annexure A

UNDERTAKING

Uniting Aged Care Enterprise Agreement (NSW) 2017

AG2017/6100

On 7 December 2017, Uniting (NSW.ACT) ("Employer") applied to the Fair Work Commission ("FWC") pursuant to section 185 of the *Fair Work Act 2009* (Cth) ("Act") for the approval of an enterprise agreement to be known as the *Uniting Aged Care Enterprise Agreement (NSW) 2017* ("Agreement").


The Employer makes the following undertaking pursuant to section 190 of the Act in relation to the Agreement:

1. Notwithstanding clause 44.16 of the Agreement, employees will at no time receive less than the minimum entitlement to notice of termination provided by the National Employment Standards.
2. Notwithstanding clauses 25.2 and 30.1 of the Agreement, any employee whose employees' ordinary hours of work commence between 6:00am and 10:30am and finishes between the hours of 6:00pm and 8:30pm (other than employees covered by the Social, Community, Home Care and Disability Services Industry Award 2010), the employee will receive no less than the minimum rate payable under the relevant Modern Award, and either overtime or time in lieu in accordance with the relevant modern award for hours worked outside the day work spread of hours in that relevant award.
3. Notwithstanding clause 30.3(a) of the Agreement any employee whose work is underpinned by the *Social, Community, Home Care and Disability Services Award 2010*, will receive a penalty of double time for ordinary hours of work performed on a Sunday.
4. Notwithstanding clause 29.1 of the Agreement, employees in the classification of Care Service Employee New Entrant will at no time receive less than the minimum wage rate of pay prescribed by the *Aged Care Award 2010* when performing overtime on a Saturday.
5. Notwithstanding clauses 19.1(c)(i) and (ii) of the Agreement, in the event that Casual Nurses work on weekends, they will be paid no less than the minimum rates under the Nurses Award and the Saturday or Sunday shift penalty under the Nurses Award, plus the casual loading, if working shift work, or Saturday or Sunday penalty or time in lieu for dayworkers in accordance with the Nurses Award.
6. Notwithstanding Schedule C of the Agreement, employees eligible to receive a supported wage will at no time receive less than the minimum rate of pay prescribed by the relevant Modern Award.
7. Notwithstanding Schedule D of the Agreement, employees undertaking a traineeship will at no time receive less than the minimum rate of pay prescribed by the National Training Wage contained in the *Miscellaneous Award 2010*.
8. Employees who supervise clients in excursion activities involving overnight stays from home will at no time receive less than the minimum entitlements provided by the *Social, Community, Home Care and Disability Services Industry Award 2010*.

9. Notwithstanding clauses 53 and 54.4 of the Agreement, where an employee is directed to attend a meeting or training outside the ordinary hours of work, they will be entitled to the payment at the relevant overtime rate of pay.
10. Notwithstanding clauses 31.4(c)(ii) and (iii) of the Agreement, when required to perform any work during a sleepover, all employees will at no time receive less than the minimum rate of pay prescribed by the *Social, Community, Home Care and Disability Services Industry Award 2010* or the *Nurses Award 2010*.
11. Employees classified as a Maintenance Officer (without qualification) will be paid in accordance with the Maintenance Officer – Grade 1 classification prescribed by Schedule B.1(a) of the Agreement.
12. The Employer confirms the intention of the parties that the Grievance and Dispute Resolution Procedures contained at clause 51 of the Agreement shall enable the parties to raise disputes about matters relating to in Clause 49 - Workload Management. However, arbitration of matters under Clause 49 - Workload Management shall only occur by the agreement of the parties.

DATED at Sydney this 25th day of June 2018

Signed for and on behalf of
Uniting (NSW.ACT)


.....
Signature of Authorised Representative

Tracy Simon
.....
Name of Authorised Representative
(BLOCK LETTERS)

Executive Director
.....
Title of Authorised Representative

4/222 Pitt St Sydney
.....
Address of Authorised Representative


.....
Signature of Witness

VICTORIA SALES
.....
Name of Witness
(BLOCK LETTERS)

Uniting
Aged Care Enterprise
Agreement (NSW)
2017



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

Uniting Aged Care Enterprise Agreement
(NSW)

2017

INSIDE COVER PAGE

Uniting Aged Care Enterprise Agreement (NSW) 2017

TABLE OF CONTENTS SECTION A: AGREEMENT PROVISIONS

Clause	Subject Matter	Page #
PART 1: GENERAL – APPLICATION AND OPERATION		7
1.	TITLE.....	7
2.	PREAMBLE.....	7
3.	PARTIES BOUND.....	7
4.	SCOPE OF AGREEMENT	8
5.	COMMENCEMENT	8
6.	EXPIRY.....	8
7.	DEFINITIONS	8
8.	COMPLETE AGREEMENT.....	10
9.	NATIONAL EMPLOYMENT STANDARDS.....	10
10.	NO EXTRA CLAIMS.....	10
11.	AGREEMENT FLEXIBILITY.....	10
12.	REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS.....	12
13.	AVAILABILITY OF AGREEMENT	12
PART 2 – EMPLOYMENT RELATIONSHIP.....		13
14.	EMPLOYEE ENGAGEMENT	13
15.	EMPLOYMENT CATEGORIES.....	13
16.	REVIEW OF HOURS FOR PART TIME AND CASUAL EMPLOYEES.....	14
17.	RECOGNITION OF SERVICE AND EXPERIENCE	15
PART 3 – REMUNERATION AND BENEFITS		16
18.	PAY AND PAYMENT	16
19.	OTHER PAYMENT ENTITLEMENTS.....	17
20.	INCREASES IN PAY AND ALLOWANCES.....	18
21.	PAYMENT OF WAGES.....	18
22.	PARTICULARS OF WAGES	19
23.	REMUNERATION PACKAGING	19

24.	SUPERANNUATION	20
PART 4 – HOURS OF WORK		22
25.	HOURS	22
26.	ROSTERS	25
27.	STAFF ABSENCES	26
28.	BREAKS	27
29.	OVERTIME	28
30.	SHIFT AND WEEKEND WORK	29
PART 5 – ALLOWANCES		30
31.	ALLOWANCES	30
PART 6 – LEAVE PROVISIONS		37
32.	ANNUAL LEAVE	37
33.	PERSONAL/CARER’S LEAVE	40
34.	COMPASSIONATE LEAVE	42
35.	NOTICE AND EVIDENCE REQUIREMENTS	42
36.	COMMUNITY SERVICES LEAVE	43
37.	NATURAL DISASTER LEAVE	45
38.	PUBLIC HOLIDAYS	45
39.	LONG SERVICE LEAVE	47
40.	PARENTAL LEAVE	48
41.	LEAVE WITHOUT PAY	49
42.	CEREMONIAL LEAVE	49
43.	FAMILY VIOLENCE LEAVE	50
PART 7 – TERMINATION OF EMPLOYMENT		51
44.	TERMINATION	51
45.	REDUNDANCY	53
PART 8 – CONSULTATION & WORKPLACE FLEXIBILITY		56
46.	CONSULTATION AND COMMUNICATION	56
47.	CONSULTATION REGARDING MAJOR WORKPLACE CHANGE	57
48.	UNION DELEGATES	59
49.	WORKLOAD MANAGEMENT	59
50.	DISCIPLINARY MATTERS	60
51.	GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES	61
52.	LABOUR FLEXIBILITY AND MIXED FUNCTIONS	62
53.	ATTENDANCE AT MEETINGS	62

54.	TRAINING	62
55.	E-LEARNING	63
56.	PROFESSIONAL DEVELOPMENT	63
57.	AMENITIES	63
58.	WORK HEALTH AND SAFETY	64
	PART 9 – SIGNING PROVISIONS	65

TABLE OF CONTENTS

SCHEDULE B: WAGE AND ALLOWANCE SCHEDULES/DEFINITIONS

Schedule	Subject Matter	Page #
Schedule B	Wage and allowance schedules and definitions – cover page	69
Schedule B.1	Classification structure and wage rates:	
	a. Residential & Community Care Team Members and Coordinators (including Maintenance, Clerical and Administration, Learning and Development Coordinators and Professional Support Officers	70 – 73
	b. Nursing	74 - 76
	c. Health Professionals/Allied Health	77
Schedule B.2	Allowances	78 - 79
Schedule B.3	Definitions	80-101

SCHEDULES C AND D: NATIONAL INDUSTRY WAGE SCHEDULES

Schedule	Subject Matter	Page #
Schedule C	Supported wage system schedule	102-104
Schedule D	National trainee wage schedule (non-nursing staff)	105-110

SCHEDULE E: WAGES FOR FORMER BLUE CARE EMPLOYEES

Schedule	Subject Matter	Page #
Schedule E	Wages for former Blue Care employees	110-112

Uniting Aged Care Enterprise Agreement (NSW) 2017

PART 1: GENERAL – APPLICATION AND OPERATION

1. TITLE

- 1.1. This Agreement shall be known as the Uniting Aged Care Enterprise Agreement (NSW) 2017 and throughout is referred to as “this Agreement”.

2. PREAMBLE

Uniting NSW.ACT is committed to providing high quality care services that promote choice, dignity and respect for the people it serves. The environment within which Uniting operates is rapidly changing and will create an increasingly competitive marketplace. This requires the organisation to respond appropriately by delivering Inspired Care that best serves its customers and communities in an affordable and accessible manner and by developing innovative approaches to service delivery.

To this end, Uniting is building an engaging, rewarding and safe workplace where its people can grow and contribute. It is focused on developing a comprehensive workforce strategy by establishing standards of professional behaviour that minimise workplace bullying & harassment, attracting and retaining talented and engaged people through the delivery of a comprehensive range of learning and development opportunities, embedding a work health and safety focus in all aspects of operations, providing supportive and flexible work arrangements that enable employees to balance their family and work commitments, including the promotion of safe workplaces for women and developing an inclusive and collaborative approach at all levels of the organisation.

The parties acknowledge that this Agreement underpins the successful delivery of this strategy. The organisation is committed to working with employees and unions in an open and consultative manner to build an organisational culture that values and rewards customer responsive behaviour and consistent service delivery.

3. PARTIES BOUND

- 3.1. This Agreement shall be binding according to its terms upon the following:
- (a) Uniting (NSW.ACT) (A.B.N. 78 722 539 923) of Level 5, 222 Pitt Street, Sydney in the State of New South Wales (‘the Employer’);
 - (b) The New South Wales Nurses and Midwives’ Association (A.B.N. 63 398 164 405) and the Australian Nursing and Midwifery Federation New South Wales Branch (A.B.N. 85 726 054 782) of 50 O’Dea Street, Waterloo in the State of New South Wales (collectively, ‘the Association’); and
 - (c) HSU New South Wales Branch (A.B.N. 93 728 534 595) of Level 2, 109 Pitt Street, Sydney in the State of New South Wales (‘the HSU’); and

- (d) United Voice New South Wales Branch (A.B.N. 94 006 539 878) 187 Thomas Street Haymarket Sydney 2000;
- (e) All those employees of the employer performing work within the scope of this Agreement in the aged care residential and community services operations of the employer throughout the State of New South Wales;
- (f) For the avoidance of doubt, this Agreement does not cover employees of the employer who perform work in the employer's regional residential aged care and community services operations in the Australian Capital Territory.

4. SCOPE OF AGREEMENT

- 4.1. This Agreement has been prepared in accordance with the *Fair Work Act 2009* (Cth) ('the Act') and the National Employment Standards ('NES') prescribed therein.
- 4.2. This Agreement rescinds and replaces all other agreements made between the employer and the employees in the past, and includes any formal and informal agreements.
- 4.3. This Agreement covers employees of the employer covered by those classifications listed in Schedule B of the Agreement and performing work within the scope of this Agreement in the residential aged care and community services operations of the employer throughout its local/area and regional operations in the State of New South Wales.

5. COMMENCEMENT

- 5.1. This Agreement will take effect seven (7) days after it is approved by the Fair Work Commission.

6. EXPIRY

- 6.1. This Agreement shall nominally expire on 30 June 2020.
- 6.2. The parties to this Agreement have agreed that formal negotiations to renew and replace this Agreement will commence no later than three months prior to its expiry date.

7. DEFINITIONS

- 7.1. Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.
- 7.2. For the purposes of this Agreement:
 - Act** means the *Fair Work Act 2009* (Cth) (as amended).
 - Agreement** means this Uniting Aged Care Enterprise Agreement (NSW) 2017.
 - Base rate of pay** (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and

bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

Blue Care EA means the *Blue Care NSW Enterprise Agreement 2013* [2014] FWCA 3312

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.

Day worker means a worker who works his/her ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6.00am and before 10.30am otherwise than as part of a shift system.

De facto partner means:

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

Employee means a person employed by the employer and covered by this Agreement

Employer means Uniting NSW.ACT.

Employment classifications mean those set out in Schedule B to this Agreement and shall apply as if they had been reproduced in full in this clause.

Former Blue Care employee means any employee employed by Uniting who was previously employed by Blue Care as at 30 September 2016 and was a transferring employee for the purpose of the *Fair Work Act 2009 (Cth)*.

FWC means Fair Work Commission.

Immediate family means immediate family as defined in the Act, and includes:

- a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

Medical certificate means a certificate signed by a legally registered medical practitioner.

NES means the National Employment Standards as amended from time to time.

Ordinary pay includes: the base rate of pay; any applicable over-agreement payments for ordinary hours of work; and Climatic & Isolation Allowance. It does not include, shift or weekend penalties.

Regulations means the regulations associated with the *Fair Work Act 2009 (Cth)* (as amended from time to time).

Shiftworker (general) means an employee who is not a Day Worker as defined. To remove any confusion, this definition of shift worker is not a definition of shift worker for the purposes of the additional weeks' annual leave under the National Employment Standards.

Shiftworker (for the purposes of the NES) means an employee who:

- is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause 25.2; and/or
- works for more than four ordinary hours on 10 or more weekends. For the purposes of this definition, a weekend means work in ordinary time on a Saturday and/or Sunday in any one calendar week.

Spouse includes a former spouse.

Union or Unions means HSU New South Wales Branch (HSU); United Voice New South Wales Branch; the New South Wales Nurses' & Midwives' Association (NSWNMA) and the Australian Nursing and Midwifery Federation New South Wales Branch (ANF).

8. COMPLETE AGREEMENT

- 8.1. Other than individual agreements reached in accordance with Clause 11 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between the employer and the employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 8.2. Notwithstanding Clause 9, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

9. NATIONAL EMPLOYMENT STANDARDS

- 9.1. It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees who are covered by this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 9.2. 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.

10. NO EXTRA CLAIMS

- 10.1. The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 10.2. Without limiting the generality of the foregoing, there shall be no industrial action for the purpose of supporting or advancing claims against the employer until the nominal expiry date has passed and the requirements of the Act have been satisfied.
- 10.3. Where any disagreement arises, the parties shall follow the Dispute Settlement Procedure contained at clause 49 in this Agreement.

The parties acknowledge that variations can be made to this Agreement in accordance with Section 210 of the Act.

11. AGREEMENT FLEXIBILITY

- 11.1. 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:
 - (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

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

- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
- (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
- (c) result in the employee being better off overall than the employee would be if no arrangement was made.

11.3. The employer must ensure that the individual flexibility arrangement:

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

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

11.5. The employer or employee may terminate the individual flexibility arrangement:

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

12. REQUESTS FOR FLEXIBLE WORK ARRANGEMENTS

12.1. Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act) in the following circumstances:

- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
- (b) the employee is a carer (within the meaning of the Carer Recognition Act 2010);
- (c) the employee has a disability;
- (d) the employee is 55 or older;
- (e) the employee is experiencing violence from a member of the employee's family;
- (f) the employee provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from the member's family.

12.2. The employee is not entitled to make the request unless:

- (a) for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with the employer immediately before making the request; or
- (b) for a casual employee—the employee:
 - (i) is a long term casual employee of the employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the employer on a regular and systematic basis.

12.3. The request must:

- (a) be in writing; and
- (b) set out details of the change sought and of the reasons for the change.

12.4. The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

13. AVAILABILITY OF AGREEMENT

The employer will ensure that a copy 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; and/or in a convenient location utilised by employees in the workplace; and/or through electronic means, whichever makes them more accessible.

PART 2 – EMPLOYMENT RELATIONSHIP

14.EMPLOYEE ENGAGEMENT

14.1. Statement in writing

- (a) At the commencement of employment, the employer must provide a statement in writing to each employee detailing the terms of their engagement, and in particular their status as to whether they are:
- permanent fulltime
 - permanent part time
 - casual
 - trainee
 - apprentice
 - closed period (maximum term)

14.2. Employment screening

- (i) All new employees will participate in all relevant employment screening required to be undertaken by the employer in accordance with the employer's policies and at law, including National Criminal History Record Checks (CHRCs).
- (ii) The employer will pay the processing fee for the obtaining of the employees' CHRCs.
- (iii) The employee acknowledges and recognises that satisfactory results of a CHRC are a fundamental condition of employment.

14.3. Probation

- (a) Employees (other than casual employees) will be on probation for the first three months of engagement for the purpose of determining the employee's suitability for ongoing employment. The employer may specify in writing in advance a longer period of probation depending on the nature and circumstances of the employee's role with the employer. At any time during the probationary period, the employer or the employee can terminate the employment by giving notice in accordance with Clause 44 – Termination of this Agreement.

15.EMPLOYMENT CATEGORIES

15.1. **Full-time employees:** A full-time employee is one engaged to work either a full-time week of 38 ordinary hours, or an average of 38 hours per week over a 4 week period.

15.2. **Permanent part-time employees:** A permanent part-time employee is one who is engaged to work for a specified, regular number of hours of less than 38 hours per week averaged over a fortnight.

- (a) Where the employee is employed on a part-time basis he or she shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- (b) The provisions in this agreement in respect to annual leave, personal/carers leave and public holidays shall apply on a pro rata basis to part-time employees.

- (c) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
 - (d) Reasonable additional hours may be worked in accordance with clause 25 - Hours.
- 15.3. **Casual employees:** A casual employee is one who is engaged on an hourly basis as and when required, otherwise than as a full-time employee or a permanent part-time employee, and:
- (a) is engaged by the hour
 - (b) is paid for time worked
- 15.4. **Closed period (maximum term) employees:** A closed period employee is one who is engaged for a specified period of time for a specific task or project. Such employees may only be engaged on a part time or full time basis where such engagement is necessary to meet the genuine operational requirements of the employer, including but not limited to:
- (a) the temporary replacement of employees on leave (including parental leave)
 - (b) limited-term funding arrangements
 - (c) long term absence relief
 - (d) anticipated future service reductions
 - (e) the temporary provision of specialist skills not normally required in the organisation.
- 15.5. **Apprentices:** An Apprentice is an employee who is serving a formal period of training under a training contract for the purposes of rendering him or her fit to be a qualified worker in the industry, in accordance with the Australian Qualifications Framework. No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at his or her relevant training establishment.
- 15.6. **Trainees:** Trainees shall be employed in accordance with the National Training Wage Schedule provisions set out in Part B: Schedule D to this Agreement.

16. REVIEW OF HOURS FOR PART TIME AND CASUAL EMPLOYEES

- 16.1. The employer is committed to ensuring that, wherever practical, an employee's nominated employment category and specified hours of work appropriately reflect their actual hours worked. To facilitate such commitment, the employer will progressively develop systems and data bases that will enable the employer to conduct regular assessments of casual and part time employee working hours over each six month (casuals) and/or twelve month (part-time) period respectively. Notwithstanding the above, due to the significant number of employees covered by this Agreement, the following conditions will apply:
- (a) **Part time employees:** At the request of an employee, the hours worked by the employee will be reviewed annually. Where the employee is regularly working more than their specified contract hours then such contract hours shall be adjusted by the employer, to reflect the hours regularly worked. The hours worked in the following circumstances will not be incorporated in the adjustment:

- (i) If the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) If the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - (iii) Any adjusted contracted hours resulting from a review identified in this subclause 16.1 (a) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- (b) **Casual conversion:** A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment. Provided that:
- (i) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request;
 - (ii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

17. RECOGNITION OF SERVICE AND EXPERIENCE

- 17.1. The employer will recognise aged care industry service and experience that is of a similar nature with another employer to the employee's current employment for the purposes of classifications with progression criteria.
- 17.2. The employer will recognise such prior service and experience upon production of documentary evidence satisfactory to the employer.
- 17.3. The employee's new classification will apply from the date the evidence is received by the employer.
- 17.4. The employee's classification will be backdated for accepted prior service if the evidence is received by the employer within three (3) months of the employee's initial engagement.
- 17.5. A registered nurse or enrolled nurse who has trained outside New South Wales shall be paid as a registered nurse or enrolled nurse as from the date she or he notifies the employer in writing that she or he is eligible for registration or enrolment as a registered nurse or enrolled nurse; provided that she or he makes application for registration within seven days after being so notified that she or he is eligible for registration.
- 17.6. For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work.

PART 3 – REMUNERATION AND BENEFITS

18. PAY AND PAYMENT

18.1. An employee's ordinary pay includes base pay and any applicable over-agreement payments for ordinary hours of work (including climate and isolation allowance). It does not include, shift and weekend penalties or any other allowance not otherwise specified.

- (a) **Permanent full-time and permanent part-time employees:** The rates of pay in the appropriate employment classification for full-time employees and for permanent part-time employees shall be the hourly rates of pay set out in Part B: Schedule B.1 to this Agreement.

Notwithstanding the above, the base rate of pay for nurses in Schedule B.1 is inclusive of a buy-out of one week's annual leave for all nursing classifications which equates to 1.92% of the base rate of pay. In addition, a number of specified rates have been adjusted upwards to ensure minimum wage standards as set in the relevant modern award are met or exceeded.

- (b) **Casual employees:** The rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Schedule B.1 to this Agreement. In addition, casual employees shall be paid a casual loading of 25%.

This amount shall be the rate of pay for casual employees and is inclusive of compensation for annual leave, personal/carers leave and public holidays. Where it is expressly stated in this Agreement that overtime, weekend payments and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this subclause above.

- (c) **Closed period employees:** Closed period employees shall receive the rates of pay in the appropriate employment classification for full-time employees or permanent part-time employees as per the hourly rates of pay set out in Schedule B.1 to this Agreement.

- (d) **Trainees:** The rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in the National Training Wage Schedule at Schedule D to this Agreement.

- (e) **Apprentices:** The rates of pay in the appropriate employment classification for apprentices shall be the hourly rates of pay set out in Schedule B.1 to this Agreement.

The rates of pay for apprentices shall have added to them the allowance set out in Item 7 of Part B: Schedule B.2 - Allowances upon successful completion of TAFE examinations.

- (f) **Live-in housekeepers (24 hour care shift):** The terms and conditions of this clause shall be in substitution for and not cumulative upon the following clauses: Clause 25 - Hours; Clause 29 - Overtime; Clause 30 - Shift and Weekend Work; Clause 38 - Public Holidays.

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.

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.

19. OTHER PAYMENT ENTITLEMENTS

19.1. In addition to being paid their ordinary pay:

- (a) **Full-time employees:** Full-time employees shall have the benefit of all of the other entitlements set out in this Agreement.
- (b) **Permanent part-time employees:** Permanent part-time employees shall have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- (c) **Casual employees:**
 - (i) For weekend and public holiday work, casual employees shall receive the penalty rates prescribed in Clause 30 - Shift and Weekend Work; and Clause 38 - Public Holidays. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 18.1(b);
 - (ii) A casual employee is entitled to overtime payment only when a casual works in excess of 10 hours per shift, 38 hours per week or 76 hours per fortnight depending on the pay period. Overtime shall be paid in accordance with Clause 29 - Overtime. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 18.1(b);
 - (iii) Casual employees shall have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours;
 - (iv) A casual employee's entitlement to long service leave shall be in accordance with the Long Service Leave Act 1955 (NSW);
 - (v) Clauses that shall **not** apply to casual employees include: Clause 26 - Rosters; Clause 32 - Annual Leave; Clause 18(f) - Live-in Housekeepers; Clause 33 - Personal/Carers Leave.
- (d) **Apprentices:** Apprentices attending a college/recognised training institution/RTO for training shall be entitled to fares to and from home to college.

An apprentice who obtains and hands to the employer a certificate or statement of having passed his or her first year technical college examination and in respect of whom a satisfactory report as to conduct, punctuality and progress is furnished shall be paid the weekly allowance set out in Item 7 of Schedule B.2 to this Agreement in addition to the rates prescribed in the ensuing twelve months, plus the additional

weekly allowance set out in Item 7 of Schedule B.2 to this Agreement if he or she passes each subsequent year.

20. INCREASES IN PAY AND ALLOWANCES

- 20.1. Uniting is committed to providing regular salary increases that reward employees for their commitment and efforts to providing inspired, person-centered care and that are aligned with industry standards.
- 20.2. Accordingly, the rates of pay set out in Schedule B.1 to this Agreement will increase to the amounts and from the dates specified in Columns 1, 2, and 3 of schedule B.1:

From first pay period on or after 1 July 2017	Column 1
From first pay period on or after 1 July 2018	Column 2
From first pay period on or after 1 July 2019	Column 3

- 20.3. In the first year of this Agreement, former Blue Care Employees will receive a 2.4% pay increase based on their classification and rate of pay under the Blue Care EA as it applied immediately prior to the approval of this Agreement as set out in Schedule E of this Agreement.

Following the approval of this agreement and implementation of the pay increase referred to above, Former Blue Care employees will transition to an equivalent Uniting classification as set out in Schedule B.3 of this Agreement while maintaining their rate of pay under Schedule E (the Preserved Rate).

Any increases for Former Blue Care employees thereafter will only occur once the Uniting Rate of pay for their classification under schedule B.1 is higher than their Preserved Rate with the exception of Former Blue Care employees in classifications which progress based on years of service (such as Assistant Nurse and Registered Nurse who haven't reached the highest pay point for their classification), these employees shall be entitled to progress to the rate of pay for the next year level as listed in Schedule E or B.1, whichever is higher.

- 20.4. The other entitlements set out in Schedule B.2 to this Agreement will increase to the amounts and from the date specified in Schedule B.2 Columns 1, 2, 3 and 4, unless otherwise expressly stated.

21. PAYMENT OF WAGES

- 21.1. Wages shall be paid either fortnightly; or monthly by written agreement.
- 21.2. Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Provided that should the employee request and the employer agree, the employee's wages may be paid into two separate accounts with a bank(s) or other financial institution(s). Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.

21.3. Where the services of an employee are terminated with due notice, all monies owing to the employee by the employer shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.

21.4. Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the written agreement of the employee as to the amount of the overpayment and a reasonable method of such recovery. This subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

22.PARTICULARS OF WAGES

22.1. On payday each employee shall be provided with a pay slip in electronic form or hard copy which complies with the relevant provisions of the *Fair Work Act 2009* (See Regulation 3.46 of the Fair Work Regulations 2009).

23.REMUNERATION PACKAGING

23.1. Where agreed between the employer and an employee, the employer may introduce remuneration packaging. The terms and conditions of such a package may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:

- (a) the employer shall ensure that the structure of any package complies with taxation and other relevant laws;
- (b) the employer shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
- (c) the employer shall advise the employee in writing of his or her right to choose payment of that salary referred to above instead of a remuneration package;
- (d) the employer shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed below shall continue to apply;
- (e) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- (f) a copy of the agreement shall be made available to the employee;
- (g) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (h) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (i) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, any unused benefit may not be carried forward to the next period, subject to taxation requirements;
- (j) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or

personal tax arrangements, and that change may impact on this agreement, all salary packaging arrangements may at the discretion of the employer be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate Agreement rate of pay whichever is greater;

- (k) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then the employer and/or the employee must give three months' notice of the proposed change;
- (l) in the event that an employee ceases to be employed by the employer this agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with subclause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (m) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

24.SUPERANNUATION

- 24.1. The employer will make superannuation contributions into an employee nominated Superannuation Fund that is a fund that includes a 'MySuper' product in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 24.2. An employee shall nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 24.3. Should an employee fail to nominate a fund, the employer shall make contributions into the Health Employees' Superannuation Trust Australia (H.E.S.T.A.) – a MySuper endorsed fund - as the default fund into which contributions shall be paid under this Agreement.
- 24.4. The superannuation contributions shall be paid at ordinary time earnings, which for the purpose of this Agreement include ordinary time worked on public holidays and public holiday loadings.

24.5. Salary sacrifice to superannuation

- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) 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.
- (c) The employer will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.

- (d) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.
- (f) 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.

PART 4 – HOURS OF WORK

25.HOURS

25.1. Reasonable additional hours

All hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. All hours worked by permanent part-time employees beyond their specified number of hours will be treated as additional hours for the purpose of this subclause. An employee may be asked, but not required to work reasonable additional hours. All additional hours worked will be paid in accordance with this Agreement.

- (a) An employee may not be required to work additional hours in circumstances where the working of additional hours would result in the employee working hours which are unreasonable having regards to (refer to section 62 of the Act):
- (i) Any risk to employee health and safety from working the additional hours;
 - (ii) The employee's personal circumstances, including family responsibilities;
 - (iii) The needs of the workplace or enterprise in which the employee is employed;
 - (iv) Whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) Any notice given by the employer of any request or requirement to work the additional hours;
 - (vi) Any notice given by the employee of his or her intention to refuse to work the additional hours;
 - (vii) The usual patterns of work in the industry, or the part of an industry, in which the employee works;
 - (viii) The nature of the employee's role, and the employee's level of responsibility;
 - (ix) Whether the additional hours are in accordance with averaging terms included under section 63 in a modern award or enterprise agreement that applies to the employee, or with an averaging arrangement agreed to by the employer and employee under section 64;
 - (x) Any other relevant matter.

25.2. Arrangement of hours – ordinary hours of work

- (a) The ordinary hours of work for Day Workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight to be worked Monday to Friday and to commence on such days at or after 6:00am and at or before 10.30am.
- (b) The ordinary hours of work for Shift Workers, exclusive of meal times, shall not exceed 152 hours per 28 calendar days or 76 hours per fortnight or an average of 38 hours per week in each roster cycle.

- (c) The ordinary hours of work may be arranged as follows:
- (i) The hours of work prescribed in this clause shall be arranged in such a manner that in each roster cycle of 28 calendar days each employee shall not work his/her ordinary hours of work on more than 19 days in the 28 calendar-day cycle; or work their ordinary hours on more than ten (10) days in the fortnight;
 - (ii) Each employee shall be entitled to not less than four (4) full days in each fortnight free from duty, or by agreement, two (2) full days off in each week (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed;
 - (iii) Each shift shall consist of no more than ten hours of work at ordinary time, with not less than eight (8) hours break between the ordinary shifts of successive days, and ten (10) hours in the case of where broken shifts are worked on successive days;
 - (iv) An employee shall not be rostered to work more than seven (7) consecutive shifts unless the employee so requests and the employer agrees.

25.3. Minimum engagements

- (a) Full time employees shall receive a minimum payment of four (4) hours for each engagement in respect of ordinary hours of work.
- (b) Permanent part time and casual employees, other than in community, shall receive a minimum payment of two (2) hours for each period of engagement.
- (c) Permanent part time and casual employees in community services shall receive a minimum payment of one (1) hour for each period of engagement.

25.4. Accrued days off

- (a) An employee whose ordinary hours of work are arranged in accordance with subclause 25.4 shall be entitled to an accrued day off (ADO) in each cycle of 28 days or 35 days in the case of those employed on 10 hour shifts. The ordinary hours of work on each of those days shall be arranged to include a proportion of one hour on the basis of 0.4 of one hour for each 8-hour shift worked and 0.5 of one hour for each 10-hour shift worked which shall accumulate towards the employee's accrued day off duty on pay.
- (b) A full-time employee's accrued day off duty shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such allocated day off duty shall, where practicable, be consecutive with the rostered days off prescribed in subclause 25.2(c)(ii). Provided that allocated days off shall not be rostered on public holidays.
- (c) Where the employer and the employee agree, up to five (5) accrued days off may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time. No time towards an accrued day off shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave, or the first four weeks of annual leave.

- (d) Credit towards an accrued day off shall continue to accumulate whilst an employee is on paid personal/carer's leave. Where an accrued day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (e) Employees entitled to accrued days off duty in accordance with this subclause, shall accrue credits towards an allocated day off duty in respect of each day those employees are absent on:
 - (i) Additional annual leave in accordance with clause 31; and
 - (ii) Leave in accordance with clause 38 (Public Holidays).
- (f) An employee whose ordinary hours of work are arranged so as to entitle them to an ADO will be consulted regarding any proposed change by the employer that will remove such ADO.

25.5. Broken shifts

- (a) Broken shifts are to be worked in exceptional circumstances only.
- (b) A "broken shift" for the purposes of this subclause means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks, where the time between the commencement and termination of the broken shift shall not exceed 12 hours. Separate work periods during the shift will generally be of two during the broken shift within the span of hours (up to 12 hours).
- (c) An employee may agree to work broken shifts at any time; however an employee may be required to work broken shifts in the following circumstances:
 - (i) In homecare; or
 - (ii) In an emergency – including staff absence; or
 - (iii) Up to and including a 4 week continuous period for circumstances other than those covered by subclauses 25.5(b)(i) and (ii) above.
 - (iv) Where an employee has served a period of broken shifts in accordance with subclause 25.5(b)(iii) the employee shall not be required to serve a further period on broken shifts until he or she has been off broken shifts for a period equivalent to the previous period on broken shifts.
- (d) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.
- (e) Where broken shifts are worked, employees shall receive the per shift allowance set out in Item 1 of Schedule B.2 to this Agreement.
- (f) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 30 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (g) All work performed beyond the maximum span of twelve (12) hours for a broken shift will be paid at double ordinary pay.

26. ROSTERS

26.1. General

- (a) The ordinary hours of work for each employee shall be displayed on a roster in a place conveniently accessible to employees. Such roster shall be displayed two (2) weeks prior to the commencing date of the first working period in any roster subject to the subclause below.
- (b) In the case of Community Care employees, alternative means of communicating changes of rosters such as telephone communication, direct contact, mail, facsimile, email or intranet will be accepted.
- (c) This clause shall not make it obligatory for the employer to display any roster of ordinary hours of work of members of the casual or relieving staff.
- (d) A roster may be altered at any time so as to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his or her rostered day off, such employee may elect to be paid at overtime rates or have a day off in lieu which shall be mutually arranged.
- (e) The above shall not apply where the only change to the roster of a part-time employee is the mutually agreed addition of extra hours to be worked such that the part-time employee still has two (2) rostered days off in that week or four (4) rostered days off in that fortnight, as the case may be.
- (f) Any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in Clause 7 - Definitions.

26.2. Community care client cancellation

- (a) Where a community care client cancels for reasons other than those outlined below, permanent employees shall be entitled to receive payment for their minimum specified hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other community care clients or otherwise in a residential aged care facility.
- (b) Where the employer is unable to meet the minimum specified hours of a permanent employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
 - (i) Work shall be re-allocated from casual employees to the permanent employee; or
 - (ii) Hours shall be reallocated from another employee who is working hours additional to their minimum specified hours; or
 - (iii) Where the employee agrees, the employee may have access to annual or long service leave; or
 - (iv) The employee and employer may agree to a period of unpaid leave; or

(v) Failing agreement to the above, the matter shall be resolved as per clause 51 - Grievance and Dispute Resolution Procedures.

(c) Notwithstanding the provisions above, if after six (6) weeks, or earlier if by mutual agreement, the employer is unable to provide the minimum specified hours, the employee shall be entitled to the provisions set out in clause 43 - Redundancy.

26.3. Rostering of ADOs

(a) Where an employee is entitled to an accrued day off duty in accordance with clause 25.4 - Hours (Accrued Days Off) that allocated day off duty is to be shown on the roster of hours for that employee.

26.4. Rostering of sleepovers

(a) Each sleepover shall appear on the roster.

27. STAFF ABSENCES

27.1. The employer recognises the impact of unfilled absences on the standard of care and on other employees. Further, the employer is committed to ensuring that it maximises the engagement of its permanent workforce where possible. It is also recognised that it is not possible to fill vacancies in some circumstances.

27.2. For the purpose of this clause, a care employee means an employee providing direct care to residents and/or clients such as care service employees working in the care stream, registered nurses, assistants in nursing and community care support workers.

27.3. The employer will utilise its best endeavours to replace care employees who are absent (e.g. due to sick leave, annual leave, training) as follows, subject to consideration of whether excessive overtime by an individual employee would be worked:

- (i) The vacant shift will first be offered to permanent staff in the same or higher classification;
- (ii) If a permanent staff member is unavailable the vacancy will be offered to casual staff in the same or higher classification;
- (iii) If the vacancy remains unfilled after (i) and (ii) above, contact will be made with at least one employment agency and where an employee of the same or higher classification is able to fill the vacancy, the position will be filled by an agency employee.
- (iv) Where a replacement cannot be found, the Service Manager, Deputy Service Manager or Registered Nurse In Charge will assess the work to be performed on that shift. The duties will be adjusted to ensure the work can be performed safely and appropriately. If the Deputy Service Manager or Registered Nurse In Charge is concerned that the work cannot be performed safely, they must inform the Service Manager.

28.BREAKS

- 28.1. Two separate ten-minute tea breaks (in addition to meal breaks) shall be allowed each employee on duty during each ordinary shift of 7.6 hours or more; where less than 7.6 ordinary hours are worked employees shall be allowed one ten-minute tea break in each four-hour period. Subject to agreement between the employer and the employee, the two ten-minute tea breaks may alternatively be taken as one 20-minute tea break, or by one ten-minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time. Such tea break(s) shall count as working time.
- 28.2. Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- 28.3. However, employees engaged in community care duties may be rostered to have a paid 20-minute break in the place of the meal break where they are required to remain with the client during such break.
- 28.4. Notwithstanding the provisions of subclause 28.2, an employee required to work shifts in excess of ten (10) hours shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and employee.
- 28.5. An employee who is required to work overtime for more than two hours and such overtime goes beyond 7:00 a.m., 1:00 p.m., and 6:00 p.m. shall, at the option of the employer, be supplied with a meal or shall be paid, as the case may be:
- (a) The amount for breakfast set out in Item 2 of Schedule B.2 to this Agreement;
 - (b) The amount for lunch set out in Item 3 of Schedule B.2 to this Agreement;
 - (c) The amount for the evening meal set out in Item 4 of Schedule B.2 to this Agreement.
- 28.6. Employees must receive a minimum break of eight (8) hours between ordinary rostered shifts, which are not broken shifts.
- 28.7. Except for meal breaks, all time from the commencement to the cessation of duty each shift shall count as working time, except for shifts being worked as broken shifts.
- 28.8. A Director of Nursing shall be free from duty for not less than nine (9) days in each twenty eight (28) consecutive days and such days free from duty may be taken in one or more periods.
- 28.9. If any of the days mentioned in subclause 28.8 cannot be taken by reason of emergency, such day or days shall be given and taken within twenty eight (28) days of becoming due.
- 28.10. A Director of Nursing shall, where practicable, inform the employer by giving not less than seven days' notice of the days he or she proposes to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.
- 28.11. The employer will ensure there is provision for handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents health status.

29.OVERTIME

- 29.1. All time worked by employees outside the ordinary hours in accordance with Clause 25 - Hours and Clause 26 - Rosters, shall be paid time and one half ordinary pay up to two (2) hours each day and thereafter double ordinary pay; provided however, that all overtime worked on Sunday shall be paid at double ordinary pay and all overtime worked on public holidays shall be paid for at double time and one-half ordinary pay.
- 29.2. An employee must receive an eight (8) or ten (10) hour break between rostered shifts, in accordance with Clause 25 - Hours. Where the next shift is due to commence before the employee has had their appropriate eight (8) or ten (10) hours break, one of the following will apply:
- (a) the employee will be released prior to, or after the completion of their shift to permit them to have their appropriate break under Clause 25 - Hours without loss of pay for the working time occurring during such absence.
 - (b) if at the request of the employer an employee works without their appropriate break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their appropriate break in accordance with Clause 25 - Hours without loss of pay for working time occurring during such an absence.
- 29.3. With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four (4) hours at the applicable overtime rate for each time so recalled. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.
- 29.4. An employee recalled to work overtime pursuant to the above shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- 29.5. Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 5 of Schedule B.2 to this Agreement.
- 29.6. For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 29.7. All time worked by permanent part-time employees in excess of the hours prescribed in Clause 25.1 and 25.2 of this Agreement shall be paid for at overtime rates.
- 29.8. **Time off in lieu of overtime**
- (a) In lieu of receiving payment for overtime in accordance with this clause, employees may be compensated by way of time off in lieu of overtime on the following basis:
 - (b) Time off in lieu of overtime is taken on the basis of hour for hour at ordinary pay, that is for example, one hour off for each hour of overtime worked. However, any applicable shift and weekend penalties shall still be paid as if the time was worked when taking such time in lieu. It must be taken within four months of it being accrued at a mutually agreed time.

- (c) Where it is not possible for an employee to take the time off in lieu of overtime within the four month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (d) Employees cannot be compelled to take time off in lieu of overtime and an employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
- (e) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (f) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

30.SHIFT AND WEEKEND WORK

30.1. Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, the applicable casual loading, for shifts rostered as follows:

Afternoon shift A	Commencing after 10.30 am and before 1.00 pm	10%
Afternoon shift B	Commencing at or after 1.00 pm and before 4.00 pm	12.5%
Night shift A	Commencing at or after 4.00 pm and before 4.00 am	15%
Night shift B	Commencing at or after 4.00 am and before 6.00 am	10%
Laundry Staff – pre 1993	Laundry staff working afternoon or night shift continuously from 30 September 1993	20%

30.2. Notwithstanding subclause 30.1 above, employees working less than the hours prescribed for a full-time employee within Clause 25 - Hours shall only be entitled to the additional rates where their shifts commence prior to 6:00 a.m. or finish subsequent to 7:00 p.m.

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

- (a) For work between midnight on Friday and midnight on Saturday - time and one half.
- (b) For work between midnight on Saturday and midnight on Sunday – time and three quarters.
- (c) These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding subclause 30.1.

PART 5 – ALLOWANCES

31.ALLOWANCES

31.1. In charge allowance

- (a) A registered nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Item 8 (for less than 100 beds) or Item 9 (for 100 or more beds) of Schedule B.2 to this Agreement.
- (b) A registered nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to his or her appropriate salary, the per shift allowance set out in Item 10 of Schedule B.2 to this Agreement.
- (c) This subclause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

31.2. Vehicle/travelling allowance

- (a) An employee, other than a Community Care Employee, sent for duty to a place other than his or her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee, other than a Community Care Employee, is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Item 6 of Schedule B.2 to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties.
- (c) A Community Care Employee who agrees to use his or her private vehicle to travel to client's locations, shall be paid the per kilometre allowance set out in Item 6 of Schedule B.2 to this Agreement excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties.
- (d) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- (e) No payment shall be made under this subclause 31.2 unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (f) Where **Community Care Employees** are rostered to work with consecutive clients, at the election of the employer, they shall be paid either:
 - (i) For the time taken to travel between locations at the rate of 3% of the ordinary pay per hour per kilometre travelled, excluding travel from the employee's home to the first place of work and return to home at the cessation of his/her duties; or

(ii) At the hourly rate of pay for the time between consecutive clients.

31.3. Uniform allowance

- (a) Subject to subclause 31.3(c), sufficient suitable and serviceable uniforms or overalls shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- (b) Upon termination, an employee shall return any uniform or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (c) In lieu of supplying a uniform where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 11 of Schedule B.2 to this Agreement.
- (d) In lieu of supplying special-type shoes where required to an employee, the employer shall pay the employee the weekly allowance set out in Item 12 of Schedule B.2 to this Agreement.
- (e) In lieu of supplying a cardigan or jacket where required to an employee the employer shall pay the employee the weekly allowance set out in Item 13 of Schedule B.2 to this Agreement.
- (f) If, in any service or facility, the uniforms of an employee are not laundered at the expense of the employer, the sum per week set out in Item 16 of Schedule B.2 to this Agreement shall be paid to the said employee. Provided that the payment of such laundry allowance shall not be made to any employee on absences exceeding one week.
- (g) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.
- (h) Each employee whose duties require them to work out of doors shall be supplied with over boots. Sufficient raincoats shall also be made available for use by these employees.
- (i) Each employee whose duties require them to work in a hazardous situation with or near machinery shall be supplied with appropriate protective clothing and equipment.
- (j) For employees engaged in **community care services** the following shall apply:
 - (i) On request, the employer shall supply free of charge two sets of full body aprons or other attire as agreed by the employer and the employee;
 - (ii) The attire supplied in (i) above, shall be replaced by the employer on the basis of fair wear and tear;
 - (iii) The attire supplied in (i) above, shall remain the property of the employer at all times and any employee applying for a new issue supplied by the employer

who fails to return their last issue shall not be entitled to a new issue without payment thereof;

- (iv) All new employees at time of engagement and all existing employees at the time of the next issue of uniforms may be required to sign an authorisation permitting the employer to deduct the value of uniforms and/or employer property from termination monies if the uniform and/or employer's property is not returned. Employer property is property personally given to an employee and where such property can reasonably be expected to remain in the employee's personal control;
- (v) Where the client supplies equipment, materials and tools, the employer shall ensure that they are of reasonable quality and comply with safety standards;
- (vi) Where an employee is required to work outdoors the employer shall provide a suitable broad-brimmed hat.

31.4. **Sleepover allowance**

- (a) Employees, other than nurses, may, in addition to normal rostered shifts, be required to sleepover. Nurses may undertake sleepovers by agreement. A sleepover means sleeping in at night in order to be on call and available for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
 - (i) The span for a sleepover shall be not less than eight (8) hours nor more than ten (10) hours on any one night;
 - (ii) Employees shall be provided with free board and lodging for each night on which they are required to sleep over;
 - (iii) Employees shall be provided with a separate room with a bed and use of staff facilities or client facilities where applicable;
 - (iv) In addition to the provision of free board and lodging for such nights, the employee shall be entitled to a sleepover allowance equivalent to 2.4 hours of ordinary pay of the employee's classification for each sleepover;
 - (v) No work other than that of an emergency nature shall be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action;
 - (vi) An employee directed to perform work other than that of an emergency nature during any sleepover shall be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in subclause 31.4 (iv) above.
- (c) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
 - (i) All time worked by full-time employees during any sleepover shall be paid for at overtime rates;

- (ii) All time worked by permanent part-time employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time employees, or ten hours where there are no such full-time employees, then the excess hours worked on that day shall be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates;
 - (iii) All time worked by casual employees during any sleepover shall be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight as the case may be, then the excess hours worked in that week or fortnight, as the case may be, shall be paid for at overtime rates;
 - (iv) And provided further that where the employee does not have eight (8) consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of subclause 31.4(f) will apply.
- (d) A sleepover may be rostered to commence immediately at the conclusion of the employee's shift and continuous with that shift; and/or immediately prior to the employee's shift and continuous with that shift, and not otherwise.
 - (e) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in subclauses 25.2 and 25.4.
 - (f) An employee (whether a full-time employee, permanent part-time employee or casual employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times shall, subject to this subclause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If on the instruction of the employer such an employee resumes or continues to work without having such eight consecutive hours off duty they shall be paid at double time of the appropriate rate applicable on such day until they are released from duty for such period and they then shall be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
 - (g) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

31.5. On call allowance

- (a) An employee who agrees to be on call, that is, the employee agrees to make themselves ready and available to return to work at short notice whilst off duty, shall be paid the applicable allowance for each period of 24 hours or part thereof, set out in Item 15 – Monday to Friday – or Item 16 – Saturdays, Sundays or Public Holidays - of Schedule B.2 to this Agreement.
- (b) An employee who is directed to remain on call during a meal break shall be paid the meal break allowance set out in Item 17 of Schedule B.2 to this Agreement, provided

that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in subclause 31.5(a) above.

- (c) Where an employee on call in accordance in accordance with the above leaves their place of work and is recalled to duty, she or he shall be reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Item 5 of Schedule B.2 to this Agreement.
- (d) This subclause shall not apply to a Director of Nursing, Deputy Director of Nursing, or Grade 5 Coordinators.

31.6. Higher duties allowance

- (a) Subject to subclauses (b), (c) and (d) of this clause below, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.
- (b) The provisions of this clause shall not apply where the employee of the higher classification is off duty pursuant to subclause 28.8 - Breaks, except insofar as a Director of Nursing accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of his/her additional day off duty as a consequence of working a 38 hour week.
- (c) Further, the provisions of this clause of this clause shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to subclause 28.8 – Breaks.
- (d) Subject to the above, the provisions above shall not apply where a day worker is being relieved and is absent from duty for a period of three (3) consecutive working days or less which have been rostered in advance.

31.7. Continuing education allowance

- (a) A registered nurse or enrolled nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the employer to be directly relevant to the competency and skills used by the employee in the duties of the position.
- (c) The allowance is not payable to Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.

- (f) The employee claiming entitlement to a continuing education allowance must provide evidence to the employer that they hold that qualification.
- (g) A registered nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 20 of Schedule B.2 to this Agreement.
- (h) A registered nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 21 of Schedule B.2 to this Agreement.
- (i) A registered nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the employer to be directly relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 22 of Schedule B.2 to this Agreement.
- (j) An enrolled nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the employer to be directly relevant to the competency and skills used by the enrolled nurse in carrying out the duties of the position shall be paid the weekly allowance set out in Item 23 of Schedule B.2 to this Agreement.
- (k) The allowances set out in subclauses 31.7 (g), (h), (i) and (j) are not included in the employee's ordinary pay and will not constitute part of the all-purpose rate.
- (l) A registered nurse or enrolled nurse who is employed on a part-time or casual basis shall be paid these allowances on a pro rata basis.
- (m) The rates for these allowances shall be adjusted in accordance with increases in other wage-related allowances contained in this Agreement.

31.8. Climatic and isolation allowance

- (a) Subject to subclause (b) persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set out in Item 18 of Schedule B.2 to this Agreement in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: viz., commencing at Tocumwal and thence to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.
- (b) Persons employed in organisations in places situated upon or to the west of a line drawn as herein specified shall be paid the weekly allowance set out in Item 19 of Schedule B.2 to this Agreement in addition to the salary to which they are otherwise entitled. The line shall be drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and thence to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.

- (c) The allowances prescribed by this clause are not cumulative.
- (d) Except for the computation of overtime the allowances prescribed by this clause shall be regarded as part of salary for the purposes of this Agreement.
- (e) An employee who works less than thirty-eight hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to thirty-eight ordinary hours.

31.9. Buy Out of Special Duties Allowance for Former Blue Care Employees

- (a) Former Blue Care employees who were entitled to, and received the payment of a special duties allowance under clause 19.9 of the Blue Care EA in the 12 months' prior to the approval of this agreement will be paid a one off lump sum upon the approval of this agreement by the Fair Work Commission.
- (b) The payment referred to in cl 31.9(a) will be an amount equivalent to the amount the employee had been paid in respect of the special duties allowance in the 12 months' prior to the approval of this agreement.
- (c) The former Blue Care employees acknowledge that in return for the one off payment referred to in to in cl 31.9(a), the employee will no longer be entitled to the special duties allowance contained in the Blue Care EA.

PART 6 – LEAVE PROVISIONS

32. ANNUAL LEAVE

32.1. Entitlement to annual leave

- (a) Employees are entitled to annual leave in accordance with the provisions of the NES (Refer to Chapter 2, Part 2-2; Division 6 of the Act).
- (b) Casual employees have no entitlement to annual leave.

32.2. Accrual of annual leave

- (a) All employees, other than shiftworkers as defined by the NES, are entitled to four (4) weeks annual leave at ordinary pay.
- (b) Shiftworkers as defined by the NES are entitled to one additional weeks' paid annual leave.
- (c) For the purposes of the NES a shiftworker is defined as:
 - (i) An employee who is regularly rostered to work their ordinary hours outside the hours of Monday to Friday, 6.00am to 7.00pm; and/or
 - (ii) Regularly works on weekends, defined as follows - an employee who works for more than four (4) ordinary hours on ten (10) or more weekends. "Weekends" are defined as either Saturday or Sunday, and either day worked will count towards the accumulation required for entitlement to the additional weeks' annual leave.
- (d) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.

32.3. Payment of annual leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary pay immediately before the period begins.
- (b) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (c) Annual leave loading, if any, shall be paid in accordance with clause 32.6 of this Agreement.

32.4. Taking of annual leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) At least that amount of annual leave is credited to the employee; and
 - (ii) The employer has authorised the employee to take the annual leave during that period.

- (b) In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.
- (c) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

32.5. Employees not on paid annual leave at certain times

- (a) If the period during which an employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be paid annual leave on that public holiday.
- (b) If the period during which an employee takes paid annual leave includes a period of any other leave (other than unpaid parental leave), or a period of absence from employment as community service leave, the employee is taken not to be paid annual leave for the period of that other leave or absence.

32.6. Excessive accumulated annual leave

- (a) An employee has an excessive leave accrual if they have accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) If an employer has genuinely tried to reach agreement with an employee but agreement is not reached the employer may direct the employee in writing to take paid annual leave.
- (d) Such direction by the employer must only be made:
 - (i) Where it would result in an employee's remaining accrued paid annual leave being 6 weeks or more; and
 - (ii) For a period of 1 week or more of leave; and
 - (iii) With between 8 weeks and 12 months' notice of the commencement of the leave; and
 - (iv) Where it is consistent with any leave arrangement agreed by the employer and employee.
- (e) The employee must take paid annual leave as required by a notice under paragraph (d).
- (f) An employee to whom a direction has been given under (d) above, may request paid annual leave as if the direction has not been given.
- (g) If an employee has genuinely tried to reach agreement with an employer but agreement is not reached, the employee may give a written notice to the employer requesting paid annual leave.
- (h) Such direction by an employee must only be made:

- (i) Where it would result in the employee's remaining accrued paid annual leave being 6 weeks or more; and
 - (ii) With between 8 weeks and 12 months' notice of the commencement of the leave; and
 - (iii) Where it is consistent with any leave arrangement agreed by the employer and employee; and
 - (iv) For periods of leave in any 12 months of no more than 5 weeks or 6 weeks for a shiftworker; and
 - (v) Where it is consistent with any leave arrangement agreed by the employer and employee.
- (i) The employer must grant paid annual leave requested by a notice under paragraph (h).

32.7. **Cashing out of annual leave**

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions (Refer to section 93 of the Act):
- (i) Paid annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks (152 hours); and
 - (ii) An employee may elect, with the written approval of the employer, to cash out a period of two (2) weeks of their accrued but untaken annual leave, or such other greater time period as may be agreed with the employer; provided that such cashing out must not result in the employee's remaining accrued entitlement to annual leave being less than the four (4) weeks prescribed in subclause (i) above; and
 - (iii) 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.
- (b) Employees will be required to provide the employer with a minimum of one (1) months written notice, on the form provided by the employer, of their intention to cash out their annual leave in accordance with subclause (a) above. The written approval of the employer on the above mentioned form will be deemed to constitute written agreement in accordance with subclause (iv) of this clause.
- (c) The employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
- (d) The provisions of this clause do not apply to any days added to annual leave as "election leave" in accordance with clause 38 Public Holidays of this Agreement.

32.8. **Annual leave loading**

- (a) In addition to their annual leave payment, an employee will be paid the higher of:
- (i) an annual leave loading of 17.5% of their annual leave; or

- (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- 32.9. The annual leave loadings above are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 38 - Public Holidays.
- 32.10. Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.
- 32.11. **Annual leave and service**
 - (a) A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.
- 32.12. **Payment of annual leave on termination**
 - (a) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

33. PERSONAL/CARER'S LEAVE

- 33.1. Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).
- 33.2. Casual employees have no entitlement to paid personal/carer's leave or compassionate leave, but do have an entitlement to unpaid leave.
- 33.3. **Entitlement to paid personal/carer's leave**
 - (a) For each year of service with his or her employer, an employee is entitled to ten (10) days of paid personal/carer's leave.
 - (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- 33.4. **Taking of personal/carer's Leave:** An employee may take paid personal/carer's leave:
 - (a) Where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (b) To provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - (i) A personal illness, or personal injury, affecting the member; or
 - (ii) An unexpected emergency affecting the member.
- 33.5. **Payment of paid personal/carer's leave**
 - (a) If an employee takes a period of paid personal/carer's leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

33.6. Personal/carer's leave on public holidays

- (a) If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

33.7. Unpaid carer's leave

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

33.8. Special provisions for former Blue Care employees

- (a) This sub clause shall only apply to former Blue Care Employees who were employed with Blue Care at the commencement of the Blue Care EA.
- (b) For the purposes of this sub-clause:
- (i) "Pre 1 January 2009 bank" shall mean that amount of sick leave an employee had accrued at 1 January 2009 less any hours taken since;
 - (ii) "Frozen sick leave bank" shall mean the amount of sick leave an employee has accrued and not taken, during the period of 1 January 2009 to the commencement of this Agreement.
- (c) Upon termination of employment an employee shall, in addition to all other entitlements, be entitled to payment equivalent to the following:
- (i) Where the employee is dismissed for misconduct:
 - Nil
 - (ii) Where the employment contract ceases for any other reason:
 - untaken sick leave accrued after 1 January 2009, to a maximum of 76 hours.
- Provided that:
- where an employee has in excess of 76 hours in their frozen sick leave bank (as at the commencement of the Blue Care EA), the employee is

entitled to payment for those hours in their frozen sick leave bank, less any hours taken.

- (d) No employee shall be entitled to payment for any portion of their pre 1 January 2009 bank upon termination of employment.
- (e) Where an employee is eligible to payment for sick leave such sick leave shall be deducted from available accruals in the following order:
 - (i) from any sick leave accrued after 1 January 2009; then
 - (ii) from the employee's pre-1 January 2009 bank (if any).

33.9. Former Blue Care Employees will be entitled to access one day of their accrued personal/carer's leave upon the birth of a grandchild. Such leave is for the purpose of spending time with the grandchild and is to be taken within one month of the birth.

34.COMPASSIONATE LEAVE

34.1. An employee is entitled to two (2) days of compassionate leave (provided that where the employee is involved in funeral arrangements, travelling long distances, etc, leave may be allowed up to three (3) days) for each occasion when a member of the employee's immediate family or a member of the employee's household:

- (a) Contracts or develops a personal illness that poses a serious threat to his or her life;
- (b) Sustains a personal injury that poses a serious threat to his or her life; or
- (c) Dies.

34.2. An employee may take compassionate leave as:

- (a) A single continuous period of 2 days; or
- (b) Two separate periods of 1 day each; or
- (c) Any separate periods agreed with the employer

34.3. Payment for compassionate leave, other than for a casual employee, will be at the employee's ordinary rate of pay for the ordinary hours of work in that period.

34.4. Casual employees are entitled to unpaid compassionate leave.

35.NOTICE AND EVIDENCE REQUIREMENTS

35.1. To be entitled to leave under clauses 33 and 34 an employee must give the employer notice of the period, or expected period of the leave:

- (a) As soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment;
- (b) An employer may require an employee to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

35.2. To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:

- (a) A medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
- (b) A statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

Provided that the requirement for a medical certificate or statutory declaration at clause 35.2(a) above will only normally be applied by the employer for absences of two (2) or more consecutive days of absence. The employer reserves the discretion to require the production of a medical certificate or statutory declaration for single day absences in circumstances of excessive or pattern absenteeism.

35.3. To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:

- (a) A medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
- (b) A statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.

35.4. To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):

- (a) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
- (b) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

35.5. **Service**

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service, but does not count as service.

36.COMMUNITY SERVICES LEAVE

36.1. Employees shall be entitled to community services leave for eligible community services activities in accordance with the provisions of the NES.

36.2. Eligible community service activities

- (a) Entitle an employee, acting reasonably, to be absent from employment for periods including:
 - (i) Time when the employee engages in the activity;
 - (ii) Reasonable travelling time associated with the activity;
 - (iii) Reasonable rest time immediately following the activity
- (b) Include:
 - (i) Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) A voluntary emergency management activity; or
 - (iii) An activity prescribed in regulations made for the purpose of subsection (4).

36.3. Jury service

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a twelve (12) month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - (i) For the first 10 days when absent from work in one or more periods to attend jury service re a particular jury service summons;
 - (ii) The difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service re a particular jury service summons exceeds 10 days, the employer agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- (d) The employer may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) That the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) Of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by the employer and not provided by the employee.

36.4. Voluntary emergency management activity (VEMA)

- (a) An employee engages in a VEMA if:
 - (i) They voluntarily participate;
 - (ii) The activity involves dealing with an emergency or natural disaster;

- (iii) They are a member of, or have a member like association with a recognised emergency management body (REMB); and
- (iv) The REMB requests their participation

37.NATURAL DISASTER LEAVE

37.1. Natural disaster leave

- (a) Natural disaster leave is paid leave for employees who are affected directly and personally by natural disasters such as bush fires and floods and are unable to attend the workplace.
- (b) Full time and part time employees are entitled to one (1) day paid leave per occasion at ordinary pay for the shift they would otherwise have worked on that day. This leave may be extended beyond one day in extreme circumstances with the approval of the employee's manager.
- (c) Any further leave required may be taken from the employee's annual leave or, if the employee chooses, it may be approved unpaid leave.
- (d) Natural disaster leave is not cumulative.
- (e) **Notice and evidence requirements**
 - (i) To be entitled to paid leave under clause 37.1 (b) employees must give notice to their manager of their request to take natural disaster leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment;
 - (ii) Employees may be required to provide their manager with reasonable evidence to support their application to access natural disaster leave. Such evidence may include, but is not limited to, confirmation an event has been gazetted as a natural disaster or confirmation from a regulatory body such as Roads and Maritime Services or State Emergency Service of, for example, a road closure.

38.PUBLIC HOLIDAYS

- 38.1. Public holidays are provided for in the NES. This clause contains additional provisions.
- 38.2. The employer may request an employee to work on a particular public holiday.
- 38.3. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining "reasonable grounds" regard must be had to the matters set out in section 114 of the Act. This agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays and the parties acknowledge that the nature of the work performed by the employee, the type of employment (e.g. part time, casual) and the nature of the employers workplace and its operational requirements will require work on public holidays, or particular public holidays.
- 38.4. Public holidays shall be allowed to employees without loss of ordinary pay.

- 38.5. For the purposes of this agreement, the following shall be deemed to be public holidays:
- (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
 - (b) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 38.5(a), then the substituted day or part-day is the public holiday.
 - (c) Subject to subclause 38.5(a), any other day duly proclaimed and observed as a public holiday within the area in which the facility or service is situated.
- 38.6. In addition to those nominated public holidays specified in subclause 38.5(a), employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the employer:
- (a) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year; or
 - (b) On a gazetted and proclaimed local public holiday. In areas where only one half-day is proclaimed and observed, the whole day will be regarded as a public holiday for the purposes of this agreement. In these circumstances if a further one half day local public holiday occurs in that calendar year, it will not be observed for the purposes of this clause.
 - (c) The employer shall nominate before July 1 of each calendar year, the date on which this extra public holiday is to be observed. Once such an election is made, such date then becomes the date on which the extra public holiday is to be observed for all workers in that establishment covered by this agreement.
 - (d) Notwithstanding anything elsewhere contained in this agreement, this subclause shall apply in substitution for a local public holiday or half public holiday proclaimed and observed in any local government area or part of a local government area under subclause 38.5.
- 38.7. It is the intention of this agreement that an employee will ordinarily be entitled to twelve (12) public holidays per annum, being the eleven (11) named public holidays under subclause 38.5(a) and the extra public holiday under subclause 38.6.
- 38.8. An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift allowances (except broken shift allowances), weekend penalties, casual loading and part-time loading, as follows:
- (a) **Full-time employees:** Time and one half for all ordinary time worked in addition to the weekly rate. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have one ordinary working day added to be taken in conjunction with the period of annual leave.
 - (b) **Permanent part-time employees:** Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to

the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.

- (c) **Casual employees:** Double time and one-half the basic periodic rates of pay for casuals for all time worked. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause 18.1 (b).
- 38.9. The election referred to in subclause 38.8 is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.
- 38.10. Full-time shift-workers (other than seven day shift workers) rostered off duty on a public holiday shall be paid one day's pay in addition to the weekly rate, or if the employee so elects have one day added to be taken in conjunction with their period of annual leave.

39. LONG SERVICE LEAVE

- 39.1. An employee's entitlement to long service leave shall be in accordance with the provisions of the *Long Service Leave Act 1955 (NSW)*, provided that in the case of any inconsistency, the more favourable provisions of this Agreement will prevail.
- 39.2. Each employee shall be entitled to two (2) months long service leave on ordinary pay after ten (10) years' service; thereafter additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years' service. This additional leave may be taken as the leave accrues after completing the initial ten (10) year period of service.
- 39.3. Former Blue Care employees will be entitled to long service leave on a pro-rata basis after seven (7) years of continuous service.
- 39.4. Where the services of an employee with at least five (5) years' service are terminated by the employer for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity, or by reason of the death of the employee, he/she shall be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years' service.
- 39.5. For the purpose of subclause 39.2 and 39.3:
 - (a) service shall mean continuous service with any one employer/organisation;
 - (b) service shall not include:
 - (i) any period of leave without pay except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June, 1980;
 - (ii) any period of service as a part-time worker except as provided for in subclause 39.9.
- 39.6. The employer shall give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave shall be given and taken. Long service leave shall be taken as soon as practicable having regard to the

needs of the workplace, or where the employer and the employee agree, such leave may be postponed to an agreed date.

- 39.7. Long service leave may be taken in multiple periods, of a minimum duration of a week.
- 39.8. Where the employer and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken, be paid at the rate applicable at the time of the agreement.
- 39.9. On the termination of employment of an employee, otherwise than by his or her death, an employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- 39.10. Where an employee who has acquired a right to long service leave, or after having had five (5) years' service and less than ten (10) years' service dies, the employee's legal personal representative shall, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services terminated as referred to in subclause 39.3 and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.
- 39.11. Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time employee which is the equivalent of at least two (2) full day's duty per week taken into account for long service leave purposes in conjunction with full-time and/or permanent part-time service on the basis of the proportion that the actual number of hours worked each week bears to forty (40) hours up until 30 April, 1985 and bears to thirty-eight (38) hours on and from 1 May, 1985, provided the part-time service as a part-time worker merges without break with the subsequent full-time service or permanent part-time employment.
- 39.12. Employees of the employer previously covered by long service leave provisions or arrangements under an alternative industrial instruments or State legislation will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

40. PARENTAL LEAVE

- 40.1. Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act). Where more favourable entitlements are provided in the following clauses of this Agreement then the more favourable entitlements will apply.
- 40.2. The entitlement to paid parental leave as prescribed by this clause of this Agreement is additional to any entitlement an employee may have to paid parental leave under the *Paid Parental Leave Act 2010 (Cth)*.
- 40.3. **Paid parental leave**
 - (a) In addition to the unpaid leave for eligible employees under the Act, permanent full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:

- (i) where there is compliance with the documentation requirements to the extent to which they apply; and
 - (ii) immediately before the expected date of birth of the child, she has, or will have, completed at least 52 weeks of continuous service with the employer.
- (b) Paid parental leave for eligible employees includes:
- (i) Fourteen (14) weeks paid maternity leave for the birth mother;
 - (ii) Fourteen (14) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) For leave commencing on or after 1 July 2014 one (1) week paid partner leave.
- (c) Paid partner leave will be payable to:
- (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.
- (d) Partner includes same-sex and de facto partner but does not include former de facto partners.
- (e) Any period of “paid no safe job leave” taken by an employee pursuant to the “Transfer to a Safe Job” provisions of the Act shall be deducted from the employee’s entitlement to paid maternity leave.

41.LEAVE WITHOUT PAY

41.1. By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.

The period of leave without pay will not break the continuity of service but will not count for the purpose of:

- (a) Accruing annual leave, incremental progression, sick leave and public holidays;
- (b) Accruing long service leave except in the case of employees who have completed at least ten years’ service (any period of absence without pay being excluded there from) in which case service shall include any period without pay not exceeding six months taken after 1 June 1980;
- (c) Qualifying period for paid and unpaid parental leave; and
- (d) The calculation of notice and severance pay in accordance with clause 44 - Termination and clause 45 - Redundancy.

42.CEREMONIAL LEAVE

42.1. An employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to

up to ten (10) working days unpaid leave in any one year, with the approval of the employer.

43.FAMILY VIOLENCE LEAVE

- 43.1. 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 is committed to providing support to staff that experience family and domestic violence.
- 43.2. The leave entitlements provided for in clause 33 Personal/Carer's Leave of this Agreement may be used by staff members experiencing family violence. Casual employees will be entitled to take unpaid leave in accordance with clause 33.2 and 33.7 of this Agreement. If permanent employees have exhausted their paid personal/carer's leave entitlement, they may access up to 5 days (total) of paid special leave. This paid special leave does not accrue and does not roll over and can be accessed in periods of individual or multiple days to a maximum of 5 per calendar year.
- 43.3. The employer will need to be satisfied, on reasonable grounds, that family violence has occurred and may require proof presented in the form of an agreed document issued by the Police Force, a court, a doctor, a Family Violence Support Service or lawyer.
- 43.4. Personal information concerning family violence will be kept confidential by the employer.
- 43.5. The employer, where appropriate, may facilitate flexible working arrangements subject to operational requirements, including changes to working times and changes to work location, telephone number and email address.

PART 7 – TERMINATION OF EMPLOYMENT

44. TERMINATION

- 44.1. Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:
- (a) Step 1: Inform the employee that the termination of their employment is being considered;
 - (b) Step 2: Advise the employee of the reasons for termination; and
 - (c) Step 3: Provide the employee with an opportunity to show cause why their employment should not be terminated.
- 44.2. An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness/support person present. The witness/support person may include, for example, a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 44.3. Subject to the notice period prescribed below, employment, other than the employment of a casual, will be terminated by the employer or the employee only on the provision of the applicable notice as set out, or by the payment by the employer, or forfeiture by the employee, of wages in lieu of notice.
- 44.4. The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 44.5. Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 44.6. In respect of any forfeiture by the employee of wages in lieu of notice, the employee may at any time authorise the employer to deduct from his or her wages payable up to, or on termination, relevant wages payable in lieu of notice. Should an employer not receive such an authorisation from the employee and make the applicable deduction in whole, the employer may forthwith recover from the employee such outstanding payment or sum or amount payable or owing by the employee pursuant to this clause in any court of competent jurisdiction.
- 44.7. The requirement for an employee to provide notice under this clause shall not apply in circumstances where the employee is entitled to bring the employment to an end because of the actions of the employer, for example, because of a repudiatory breach of the employment contract by the employer.
- 44.8. In respect of the requirement for an employer to provide or pay notice under this clause, nothing in this clause shall exclude the application of Subdivision C of Division 11 of Part 2-2 of the *Fair Work Act 2009*.
- 44.9. It is the intention of this clause that both the employer and the employee provide appropriate notice upon termination, or pay or forfeit such notice in wages. The application and interpretation of this clause shall give this intention full effect. The following table details the specific periods of notice to be provided by the employer to

an employee. Separate provisions apply to employees who are over 45 years of age and have at least two (2) years continuous service.

Notice of termination by the employer:

Period of continuous service	Minimum period of notice Under 45 years of age	Minimum period of notice 45 years of age and over *
1 year or less	1 week	1 week
More than 1 year but not more than 2 years	2 weeks	2 weeks
More than 2 years but not more than 3 years	2 weeks	3 weeks
More than 3 years but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

* employees over 45 years of age at the time of the giving of the notice must have at least two years continuous service with the employer to be entitled to an additional week's notice.

- 44.10. Provided that the following classifications are be provided with the notice as prescribed: Director of Nursing; Deputy Director of Nursing; and a Care Service Employee /Coordinator Grade 5 – minimum four (4) weeks' notice (under 45); 45 and over as above.
- 44.11. Casuals are to be given notice to the end of the current shift worked.
- 44.12. The employer will give the employee a statement signed by the employer stating the period of employment and when the employment was terminated if the employee requests.
- 44.13. In lieu of the period of notice prescribed above the employment of an employee may be terminated by the employer making payment for the whole or part of the notice period. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee had that employment continuing during that period and in accordance with legislative requirements.
- 44.14. The period of notice in this clause does not apply:
- (a) In the case of dismissal for serious misconduct;
 - (b) To employees engaged for a specific period of time or for a specific task or tasks;
 - (c) To trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement;
 - (d) To casual employees; or

- (e) To any other employees as prescribed by legislation.

44.15. **Notice of termination by the employee**

The notice of termination required to be given by an employee is the same as that required to be given by the employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

44.16. **Abandonment of employment**

Where an employee is absent from work for a continuous period of two (2) working days without the consent of the employer, and without notification to the employer, the employer shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within two (2) days of the receipt of such a request, the employee will be considered to have abandoned employment.

45. REDUNDANCY

45.1. **Discussion before termination**

- (a) Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour.
- (b) Further, that where such decision may lead to termination of employment, or any other significant effect on the employee, the employer shall hold discussions with the employees directly affected. For the purposes of this clause “significant effect” is defined as follows:
 - (i) A reduction in hours and/or remuneration; or
 - (ii) A proposed change to the employee’s classification or major change in his/her duties; or
 - (iii) Relocation/redeployment to another location.
- (c) The discussions referred to in subclause 45.1(b) shall take place as soon as is practicable after the employer has made a definite decision which will invoke the provision of subclause 45.1(a) and shall cover, inter alia, any reasons for the proposed terminations; measures to avoid or minimise the terminations; and measures to mitigate any adverse effects of any terminations on the employees concerned.
- (d) For the purposes of the discussion the employer shall, as soon as practicable, provide in writing to the employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the employer’s interests.

45.2. **Transfer to lower paid duties**

- (a) Where an employee is transferred to lower paid duties for reasons set out in clause 45.1(a) the employee shall be entitled to the same period of notice of transfer as she/he would be entitled to if her/his employment had been terminated, and the

employer may at the employer’s option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks’ notice still owing.

45.3. Redundancy pay

- a) In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in clause 45.1(a) shall be paid the following amount of redundancy pay in respect of a period of continuous service:

Period of continuous service	Severance pay Under 45 years of age	Severance pay 45 years of age and over
Less than one year	Nil	Nil
1 year but less than 2 years	4 weeks’ pay	5 weeks’ pay
2 years but less than 3 years	7 weeks’ pay	8.75 weeks’ pay
3 years but less than 4 years	10 weeks’ pay	12.5 weeks’ pay
4 years but less than 5 years	12 weeks’ pay	15 weeks’ pay
5 years but less than 6 years	14 weeks’ pay	17.5 weeks’ pay
6 years and over	16 weeks’ pay	20 weeks’ pay

"Week’s pay" means the ordinary time rate of pay for the employee concerned. This includes: any over-agreement payments such as shift allowances; weekend penalties; sleepover allowances, apprentice examination allowances; and climate and isolation allowances.

- b) For the purposes of this clause, “continuous service” shall be interpreted in the same manner as “service of a worker” is interpreted in the *Long Service Leave Act 1955 (NSW)* as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.

45.4. Employee leaving during notice period: An employee whose employment is terminated for reasons set out in clause 45.1 (a) may terminate her/his employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had she/he remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

45.5. Alternative employment: Where the employer offers the employee suitable alternative employment no severance payment is payable.

45.6. Time off period of notice: During the period of notice of termination given by the employer an employee shall be allowed up to one (1) days’ time off without loss of pay during each week of notice for the purpose of seeking other employment. If the employee has been allowed paid leave for more than one (1) day during the notice period for the purpose of seeking other employment, the employee shall, at the

request of the employer, produce proof of attendance at an interview or she/he shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

- 45.7. **Employees exempted:** Clause 45 - Redundancy does not apply to employees with less than one (1) year's continuous service; or where employment has been terminated because the conduct of an employee justifies instant dismissal; for casual employees; or employees engaged for a specific period of time or for a specified task or tasks.

PART 8 - CONSULTATION & WORKPLACE FLEXIBILITY

46. CONSULTATION AND COMMUNICATION

46.1. The parties to this Agreement acknowledge that effective working relationships are a key component of the values of the organisation and our joint ability to both safely deliver high-quality person-centred care to our clients, and to lead and interact with staff at all levels of the organisation in an inspired and person-centred way. Accordingly, it is acknowledged that such effective relationships can only be achieved and maintained with appropriate, relevant, open and honest communication and consultation.

46.2. To assist in achieving this objective, a range of critical workplace activities and initiatives will be implemented and/or maintained:

- a) Daily interactions between employees, teams and management will be based upon mutual respect, courtesy and integrity.
- b) Employees will be encouraged to raise issues and openly discuss matters of concern with their supervisors, team leaders and managers.
- c) Regular staff meetings will be conducted at service level, whereby employees will have formal opportunities to raise issues with their team members and management.
- d) Workload management issues may be formally raised in the above service level meetings, with this issue a mandatory agenda item on at least a quarterly basis in accordance with clause 46 of this Agreement.
- e) Grievance and dispute settling will be conducted with the objective of resolving issues of concern in a responsive and effective manner. Where necessary, formal guidelines are to be applied in accordance with the agreed procedures prescribed in clause 51 of this Agreement.
- f) Major workplace change matters are to be dealt with in accordance with the principles and procedures prescribed in clause 47 of this Agreement.

46.3. **Peak Consultative Council**

The parties are committed to enhancing understanding and relationships via the formation of a Peak Consultative Council (the Council) to discuss and share information and views on a range of workplace matters that are, or may, impact on employees, workplace relations, the organisation, or the aged care industry generally. The Council shall meet four (4) times per year. The composition of the Council will be determined in consultation with employees and the relevant unions but will be representative of the different roles, classifications and geographical areas in which the Employer operates.

46.4. The parties agree to the formation of special-interest Working Parties from time to time to share information and enable feedback from employees and their representatives regarding major change projects. An example of this includes the Community Care Working Party agreed between the parties.

47. CONSULTATION REGARDING MAJOR WORKPLACE CHANGE

47.1. This clause applies if:

- a) The employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and
- b) The change is likely to have a significant effect on employees of the enterprise.

47.2. The employer must notify the relevant employees, and their representatives, if any, including the HSU or NSWNMA in their area of coverage, of the decision to introduce the major change.

Provided the employer shall provide the union/s with reasonable written notice prior to any meetings with the employees to discuss proposed changes.

47.3. The relevant employees and the employer may appoint a representative for the purposes of the procedures in this clause if:

- a) A relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b) The employee or employees advise the organisation of the identity of the representative;
- c) The employer must recognise the representative.

47.4. As soon as practicable after making its decision, and prior to the implementation of any proposed change, the employer must discuss with the relevant employees and their representatives as per sub clause 47.2:

- a) The introduction and purpose of the proposed of the change; and
- b) The effect the change is likely to have on the employees; and
- c) Measures the employer is taking to avert or mitigate the adverse effect of the change on the employees;

47.5. For the purposes of the discussion, the employer must provide, in writing, to the relevant employees and their representatives:

- a) All relevant information about the change including the nature of the change proposed; and
- b) Information about the expected effects of the change on the employees; and
- c) Any other matters likely to affect the employees.

47.6. Further to the obligations of clause 47.4 above, however, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.

47.7. The employer must give employees and their representatives, if any, the opportunity to express their views and raise issues in relation to the matter, prompt and genuine

consideration, including a written response, to matters raised about the major change by the relevant employees.

- 47.8. In this clause, a major change is likely to have a significant effect on employees if it results in:
- a) The termination of the employment of employees; or
 - b) Major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - c) The elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d) The alteration of hours of work; or
 - e) The need to retrain employees; or
 - f) The need to relocate employees to another workplace; or
 - g) The restructuring of jobs; or
 - h) The outsourcing of functions or roles within a service.
- 47.9. **Consultation regarding changes to regular rosters or ordinary hours of work**
- a) Where the employer proposes to change an employee's regular roster or ordinary hours of work, the employer must:
 - (i) provide information about the change to the employee or employees affected; and
 - (ii) invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - (iii) consider any views given by employees about the impact of the change.
 - b) An employer or employee may appoint a representative for the purposes of this clause.
 - (i) The identity of the representative must be advised to the other party.
 - c) The obligations under sub-clause (a) shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to Clause 25 - Hours and Clause 26 - Rosters.
 - d) This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.
 - e) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 47.10. In this clause "relevant employees" mean the employees who may be affected by the major change.

48. UNION DELEGATES

- 48.1. **Representation:** The employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 48.2. The employer will recognise one delegate from HSU and one delegate from the NSWNMA in each workplace, upon receipt of written notification from each of the respective Unions.
- 48.3. **Trade Union training:** A delegate will be released from work to attend union business in accordance with the following:
- a) Up to five (5) days per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - b) A minimum of four (4) weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - c) Subject to operational requirements an employer shall not unreasonably refuse such a request.
- 48.4. A delegate may access leave without pay, annual leave or long service leave for the purposes of attending such approved training.
- 48.5. A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.
- 48.6. **Trade Union paid conference leave:** In addition to the above, the employer will release eligible delegates nominated in accordance with the above notification requirements, for up to three (3) days leave per calendar year to attend either the NSWNMA Annual Conference or HSU New South Wales Branch Annual Convention; employees who are normally rostered to work on those days of the annual conference will be paid at ordinary rates for up to three (3) days for attendance at such conference.

49. WORKLOAD MANAGEMENT

- 49.1. The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- 49.2. To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- a) In the first instance, employee/s should discuss the issue with their immediate team coordinator/supervisor/team leader and, where appropriate, explore solutions.
 - b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.

- c) If a solution still cannot be identified and implemented, the matter should be referred to the Service Manager or Area Manager for further discussion.
 - d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
- 49.3. Upon request by employees, a Service Manager will provide information to employees, relevant to workload management, such as clinical care and rosters, in order to assist employees to participate as fully as possible in discussion about workload management.
- 49.4. Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- a) Clinical assessment of residents' needs;
 - b) The demand of the environment such as facility layout;
 - c) Statutory obligation, (including, but not limited to, workplace health and safety legislation;
 - d) The requirements of nurse regulatory legislation;
 - e) Reasonable workloads;
 - f) Accreditation standards;
 - g) Replacement of employees on leave; and
 - h) Budgetary considerations.
- 49.5. If the issue is still unresolved, the employee/s may advance the matter through Clause 51 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

50. DISCIPLINARY MATTERS

- 50.1. In all dealings with employees which involve a disciplinary outcome, the employer commits to principles of procedural fairness, natural justice and the right of the employee to be represented.
- 50.2. Where an employee is requested to attend a disciplinary meeting an employee shall be given reasonable notice of the meeting, reasonable time to respond, and shall be provided with details of any relevant issues/allegations.
- 50.3. Where a meeting is held with the employee, the employee is entitled to have a witness/support person present. The witness/support person may include, for example, a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

51. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 51.1. This dispute resolution procedure will apply to disputes about:
- a) Any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;
 - b) Threatened termination, with the exception that the arbitration provisions in subclause 51.3 do not apply unless the parties agree. Further, the parties rights are reserved during this process and the employer may exercise their right to terminate the employee in accordance with the agreement;
 - c) Matters in relation to the NES;
 - d) Matters arising under the Agreement; and
 - e) Whether an employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave)
- 51.2. In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:
- a) Step 1: The employee and their direct supervisor discussing the matter; and
 - b) Step 2: If the matter is still not resolved the parties arranging further discussions involving their service manager and/or operational management; and
 - c) Step 3: If the matter is still unresolved the parties arranging for referral to and discussions with senior management (director and or their delegate); and
 - d) Step 4: If a dispute is unable to be resolved at the workplace, a party to the dispute may refer the matter to Fair Work Commission (FWC) or other appropriate statutory tribunal.
- The parties to this Agreement acknowledge the right of either party to appoint another person to act on behalf of the party in relation to resolving the matter at the workplace level. Provided that such right does not excuse either party, in place of its appointed representative, from also being required to confer on the matter.
- 51.3. The parties agree that FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including:
- a) Mediation, conciliation and, with the exception of disputes arising under clause 46 – *Workload Management*, arbitration; and
 - b) Arbitration, for disputes arising under clause 49 – *Workload Management*, only with the agreement of the parties.
- 51.4. While the dispute resolution procedure is being conducted, work must continue in accordance with this agreement and the Act. Subject to applicable health and safety legislation, an employee must not unreasonably fail to comply with a direction by the employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

52.LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 52.1. The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 52.2. The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 52.3. Any direction issued by the employer pursuant to subclauses 52.1 and/or 52.2 above shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents and/or clients.
- 52.4. Where the employer has decided there is no longer a requirement for a Deputy Director of Nursing to be appointed in a workplace, the employer shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management staff, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

53.ATTENDANCE AT MEETINGS

- 53.1. Any employee required to attend Health and Safety Committee and/or mandatory management/staff meetings in the capacity of employee representative shall, if such meetings are held outside the ordinary hours of work, be entitled to receive ordinary pay per hour for the actual time spent in attendance at such meetings. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

54.TRAINING

- 54.1. Uniting supports staff to participate in learning, development and training activities relevant to their roles and responsibilities. Such activities may include face to face formal education, mentoring/coaching sessions, e-learning, webinars and on the job projects. The employer will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- 54.2. Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.
- 54.3. Upon termination of the employee's employment, at the request of the employee the employer shall provide a written statement of the hours of training attended by the employee.
- 54.4. Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:
 - a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;

- b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- c) Notwithstanding clause 29 - Overtime, attendance at such training shall be paid ordinary pay for the period of training.
- d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in this subclause that is in excess of the time normally taken for that employee to attend work.
- e) When receiving travelling time as set out in this subclause, an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item of Schedule B.2 to this Agreement.
- f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight (8) or ten (10) hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in clause 25 - Hours. Where practicable, similar arrangements should also be made available to all other employees.
- g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- h) Notwithstanding clause 25 - Hours, clause 29 - Overtime will not apply where attendance at such training is outside the normal rostered working time of other than full-time employees and where it interrupts the applicable eight (8) or ten (10) hour break between shifts.

55.E-LEARNING

Wherever practicable training will be conducted within ordinary working hours, however, where the employer requires and directs an employee to complete mandatory e-learning modules outside of the workplace and the employee's ordinary hours of work, and it is reasonable for the employee to do so, employees shall be compensated at their ordinary rate of pay for the specified duration of the training.

56.PROFESSIONAL DEVELOPMENT

The employer commits to the professional development of employees where it is within the scope of the employee's role and is deemed to meet the needs of the facility.

The organisation will assist to facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

57.AMENITIES

- 57.1. The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.

57.2. Such amenities may include:

- a) change rooms and lockers;
- b) meal room;
- c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
- d) rest room;
- e) washing and bathing facilities;
- f) sanitary conveniences; and
- g) safe and secure workplace

This clause shall not apply to Community Care Employees.

57.3. This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

58.WORK HEALTH AND SAFETY

58.1. The employer recognises that improved workplace health and safety is a priority for improving the working lives of employees and the overall productivity of the sector.

58.2. The employer and employee acknowledge their responsibilities under the *Work Health and Safety Act 2011* and *Work Health and Safety Regulations 2012*.

58.3. 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 the employees.

58.4. 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*.

PART 9 – SIGNING PROVISIONS

A: Signed for and on behalf of the Employer Uniting (NSW.ACT) by its authorised representative:


Signature of Employer Representative

Jill Reich
Name of Employer Representative (Print)

Director, Customer People & Systems
Position

222 Pitt St Sydney
Address

30.4.18
Date

In the presence of:


Witness Signature

VICTORIA JACES
Name of Witness (Print)

30.04.2018
Date

222 Pitt Street Sydney
Address

Signed for and on behalf of the HSU, New South Wales Branch, as a bargaining representative, by its duly authorised officer:



.....

Gerard Hayes

Secretary

HSU New South Wales Branch

Level 2, 109 Pitt Street

SYDNEY NSW 2000



.....

WITNESS

Toby Warnes

Solicitor

Level 2, 109 Pitt Street

SYDNEY NSW 2000

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Health Services Union.

Brett Holmes

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

Coral Vicky Levett

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

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

Margaret Potts

WITNESS

Margaret Mary Potts
50 O'Dea Ave, Waterloo

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

D: Signed for and on behalf of United Voice
New South Wales Branch by its authorised
representative:


Signature of United Voice Representative

JULIE KORLEVSKA
Name of Representative (Print)

BRANCH ASSISTANT SECRETARY
Position

Level 1, 187 Thomas St Haymarket 2000
Address

In the presence of:



Witness Signature

MD RIZWANUL HOQUE CHOWDHURY

Name of Witness (Print)

LEVEL 1, 187 THOMAS ST. HAYMARKET 2000
Address

30/04/2018
Date

Uniting Aged Care Enterprise Agreement (NSW) 2017

SCHEDULE B: WAGE AND ALLOWANCE SCHEDULES AND DEFINITIONS



SCHEDULE B.1 (a): CARE TEAM MEMBERS/COORDINATORS - RESIDENTIAL AND COMMUNITY SERVICES

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Care Service Employee:			
New Entrant	19.99	20.47	20.96
Grade 1	21.71	22.23	22.76
Grade 2	23.60	24.17	24.75
Grade 3	24.54	25.12	25.73
Residential Care Service Coordinator Grade 4 – Level 1	25.88	26.50	27.13
Residential Care Service Coordinator Grade 4 – Level 2			
Year 1	28.75	29.44	30.15
Year 2	29.44	30.15	30.87
Year 3 & T/after	30.14	30.86	31.60
Residential Coordinator/Supervisor (Non-Registered Nursing Staff) Grade 5			
A range from minimum -	30.14	30.86	31.60
To maximum -	44.80	45.88	46.98
Assistant Catering Officer: 80 – 120 beds	23.79	24.36	24.94
Assistant Catering Officer : 121 – 300 beds	25.38	25.99	26.62
Catering Officer: 80 – 120 beds	26.55	27.19	27.84
Catering Officer : 121 – 300 beds	27.30	27.96	28.63

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Community Care Employee:			
Grade 1 Support Worker	21.85	22.38	22.91
Grade 2 Support Worker	22.95	23.50	24.06
Grade 3 Support Worker	24.60	25.19	25.79
Live in Housekeeper: Grade 1 per day			
Live in Housekeeper: Grade 2 per day			
Live in Housekeeper: Grade 3 per day			
Community Services Coordinator Grade 4-L1	26.89	27.54	28.20
Community Services Coordinator Grade 4-L2			
Year 1	28.75	29.44	30.15
Year 2	29.44	30.15	30.87
Year 3 & T/after	30.14	30.86	31.60
Community Coordinator/Supervisor (Non-Registered Nursing Staff) Grade 5			
A range from minimum -	30.14	30.86	31.60
To maximum -	44.80	45.88	46.98
Community Coordinator/Supervisor (Non-Registered Nursing Staff) Grade 6			
A range from minimum -	44.80	45.88	46.98
To maximum -	47.42	48.56	49.72
Clerical & Administrative Employees			
Grade 1	23.51	24.08	24.65
Grade 2	24.92	25.52	26.13
Grade 3	26.48	27.12	27.77
Grade 4	27.66	28.32	29.00
Grade 5	28.97	29.66	30.38

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Maintenance Employee:			
Maintenance Officer (without Qualification)	19.99	20.47	20.96
Maintenance Officer - Grade 1	21.71	22.23	22.76
Maintenance Officer - Grade 2	23.60	24.17	24.75
Maintenance Officer - Grade 3	24.54	25.12	25.73
Asset Coordinator - Grade 4			
A range from minimum -	25.88	26.50	27.13
To maximum	30.14	30.86	31.60
Asset Coordinator - Grade 5			
A range from minimum -	30.14	30.86	31.60
To maximum -	44.80	45.88	46.98

SCHEDULE B.1 (a): CARE TEAM MEMBERS/COORDINATORS - RESIDENTIAL AND COMMUNITY SERVICES (CONT'D)

GENERAL

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Learning & Development Coordinators:			
Learning & Development Coordinator Grade 1 – Not Yet Qualified (Working towards Cert IV qualifications)	25.88	26.50	27.13
Learning & Development Coordinator Grade 2 – Cert IV	28.75	29.44	30.15
Learning & Development Coordinator Grade 3 – Three years' experience	30.14	30.86	31.60
Learning & Development Coordinator Grade 4 (Para-professional diploma qualified)	31.11	31.86	32.62

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Professional Support Officers:			
Professional Support Officer (non-degree qualified) – Level 1	30.14	30.86	31.60
Professional Support Officer (non-degree qualified) – Level 2	31.11	31.86	32.62

SCHEDULE B.1 – CLASSIFICATION STRUCTURE AND WAGE RATES (Cont'd)

SCHEDULE B.1 (b): NURSING STAFF - RESIDENTIAL AND COMMUNITY SERVICES

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Assistant-in-Nursing (A.I.N.):			
AIN (Not yet qualified - without Cert III) - Year 1 only	21.18	21.68	22.20
1 st Year (qualified)	22.42	22.95	23.50
2 nd Year	22.56	23.10	23.65
3 rd Year	22.94	23.49	24.05
4 th Year & T/after	23.60	24.17	24.75
AIN Team Leader	24.44	25.03	25.63
AIN Care Team Coordinator – L1	25.88	26.50	27.13
AIN Care Team Coordinator – L2 Yr. 1	28.75	29.44	30.15
AIN Care Team Coordinator – L2 Yr. 2	29.44	30.15	30.87
AIN Care Team Coordinator – L2 Yr. 3	30.14	30.86	31.60
Enrolled Nurse (with Notation)			
Thereafter	28.14	28.81	29.51
Enrolled Nurse (authorised)			
1 st Year	28.75	29.44	30.15
2 nd Year	29.44	30.15	30.87
3 rd Year & T/after	30.14	30.86	31.60

SCHEDULE B.1 – CLASSIFICATION STRUCTURE AND WAGE RATES (Cont'd)
SCHEDULE B.1 (b): NURSING STAFF - RESIDENTIAL AND COMMUNITY SERVICES

Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2018
	2.4%	2.4%	2.4%
	\$	\$	\$
Registered Nurse			
1 st Year	32.36	33.14	33.93
2 nd Year	34.31	35.14	35.98
3 rd Year	36.41	37.29	38.18
4 th Year	38.65	39.57	40.52
5 th Year & T/after	41.19	42.17	43.19
Clinical Nurse Educator	42.86	43.89	44.95
Clinical Nurse Specialist	42.86	43.89	44.95
Clinical Nurse Consultant	50.64	51.85	53.10
Nurse Practitioner			
1 st Year	56.12	57.46	58.84
2 nd Year	57.38	58.76	60.17
3 rd Year	59.03	60.45	61.90
4 th Year & T/after	60.68	62.14	63.63
Nurse Educator			
1 st Year	45.68	46.78	47.90
2 nd Year	46.98	48.11	49.26
3 rd Year	48.14	49.29	50.48
4 th Year	50.64	51.85	53.10
Senior Nurse Educator			
1 st Year	51.85	53.09	54.36
2 nd Year	52.91	54.18	55.48
3 rd Year	54.68	55.99	57.34

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Deputy Director of Nursing			
Less than 20 Beds	47.92	49.07	50.25
20 – 75 Beds	49.15	50.33	51.54
75 – 100 Beds	50.31	51.52	52.75
100 – 150 Beds	51.37	52.61	53.87
150 – 200 Beds	52.91	54.18	55.48
200 – 250 Beds	54.68	55.99	57.34
250 – 350 Beds	56.74	58.10	59.50
350 – 450 Beds	58.77	60.18	61.62
450 – 750 Beds	60.96	62.42	63.92
More than 750 beds	63.30	64.82	66.38
Director of Nursing:			
Less than 25 Beds	56.07	57.42	58.80
25 – 50 Beds	56.74	58.10	59.50
50 – 75 Beds	57.98	59.37	60.80
75 – 100 Beds	59.18	60.60	62.05
100 – 150 Beds	60.86	62.32	63.81
150 – 200 Beds	62.90	64.41	65.96
200 – 250 Beds	64.94	66.50	68.10
250 – 350 Beds	67.38	69.00	70.65
350 – 450 Beds	71.37	73.09	74.84
450 – 750 Beds	75.59	77.41	79.26
More than 750 beds	80.31	82.24	84.21

SCHEDULE B.1 – CLASSIFICATION STRUCTURE AND WAGE RATES (Cont'd)
SCHEDULE B.1 (c): PROFESSIONAL AND ALLIED HEALTH (NON-NURSING STAFF) -
RESIDENTIAL AND COMMUNITY SERVICES

	Column 1	Column 2	Column 3
Classification/Grade	Hourly Rate	Hourly Rate	Hourly Rate
	FFPP 1 July 2017	FFPP 1 July 2018	FFPP 1 July 2019
	2.4%	2.4%	2.4%
	\$	\$	\$
Health Professional Level 1			
1 st Year	32.33	33.10	33.90
2 nd Year	33.50	34.30	35.12
3 rd Year	34.67	35.50	36.36
4 th Year	37.14	38.03	38.94
Health Professional Level 2			
1 st Year	39.61	40.56	41.53
2 nd Year	42.20	43.21	44.25
3 rd Year	44.32	45.38	46.47
4 th Year	45.61	46.70	47.82
Health Professional Level 3			
1 st Year	49.13	50.31	51.52
2 nd Year	50.77	51.99	53.24

SCHEDULE B.2 – ALLOWANCES

Item No.	Brief Description	Clause No.	Hourly Rate FFPP 1 July 2017 2.4% \$	Hourly Rate FFPP 1 July 2018 2.4% \$	Hourly Rate FFPP 1 July 2019 2.4% \$
1	Broken Shift	25.5	10.49 per shift	10.74 per shift	11.00 per shift
2	Overtime - Breakfast	28.5	15.84 per meal	16.22 per meal	16.61 per meal
3	Overtime – Luncheon	28.5	20.49 per meal	20.98 per meal	21.49 per meal
4	Overtime - Evening Meal	28.5	29.92 per meal	30.64 per meal	31.37 per meal
5	Vehicle Allowance	28.5 31.5 54.4	FWC Annual Wages Review 0.78 per km	FWC Annual Wages Review 0.78 per km	FWC Annual Wages Review 0.78 per km
6	Vehicle Allowance – official business	31.2	FWC Annual Wages Review 0.78 per km	FWC Annual Wages Review 0.78 per km	FWC Annual Wages Review 0.78 per km
7	Apprentice - TAFE Examination Allowance	18.1(e)	2.42 per week	2.47 per week	2.53 per week
8	In charge of residential aged care facility less than 100 beds	31.1	27.22 per shift	27.87 per shift	28.54 per shift
9	In charge of residential aged care facility, 100 beds or more	31.1	44.00 per shift	45.06 per shift	46.14 per shift
10	In charge of section	31.1	27.22 per shift	27.87 per shift	28.54 per shift
11	Uniform	31.3	8.11	8.30	8.50
12	Special Shoes	31.3	2.52	2.58	2.64
13	Cardigan or Jacket	31.3	2.42pw	2.47pw	2.53pw

Item No.	Brief Description	Clause No.	Hourly Rate FFPP 1 July 2017 2.4% \$	Hourly Rate FFPP 1 July 2018 2.4% \$	Hourly Rate FFPP 1 July 2019 2.4% \$
14	Laundry	31.3	6.76 pw	6.92 pw	7.09 pw
15	On call – Mon to Fri	31.5	24.28 p/day	24.86 p/day	25.46 p/day
16	On call – Weekends & public holidays	31.5	41.12 per day	42.11 per day	43.12 per day
17	On call during meal break	31.5	13.17 per period	13.48 per period	13.81 per period
18	Climate & Isolation Allowance	31.8	6.81 pw	6.97 pw	7.14 pw
19	Climate & Isolation Allowance	31.8	12.85 pw	13.16 pw	13.48 pw
20	Continuing Education Allowance: RN	31.7	22.88 per week	23.43 per week	23.99 per week
21	Continuing Education Allowance: RN	31.7	38.09 per week	39.01 per week	39.94 per week
22	Continuing Education Allowance: RN	31.7	45.71 per week	46.81 per week	47.93 per week
23	Continuing Education Allowance: EN	31.7	15.24 per week	15.60 per week	15.98 per week

SCHEDULE B.3 – DEFINITIONS

This Schedule contains the following employment classifications and definitions:

- I. GENERAL EMPLOYMENT CLASSIFICATIONS
- II. NURSES' EMPLOYMENT CLASSIFICATIONS
- III. PROFESSIONAL SUPPORT STAFF/HEALTH PROFESSIONALS/ALLIED HEALTH

GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

1. CARE SERVICE EMPLOYEES

1.1 Care Service Employee (New Entrant) means an employee who does not have a Certificate 3 in aged care work or relevant trade qualification and who has less than 250 hours work experience in the aged care industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Typical Duties - Care Stream: Carry out simple tasks under supervision to attend to the personal needs of residents.

Typical Duties - Support Stream: General assistance in the full range of domestic duties.

On successful completion of a Certificate III, the employee will progress to Care Service Employee (with qualification).

1.2 Care Service Employee (with qualification) Grade 1 means an employee who has successfully completed a Certificate III in aged care work or has relevant trade qualification and/or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level.

Typical Duties – Grade 1 - Care Stream: Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.

Typical Duties – Grade 1 - Support Stream: Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service, and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.

1.3 Care Service Employee (with qualification) Grade 2 means an employee who performs the duties of a Grade 1 and in addition performs the following duties:

Typical Duties – Grade 2 - Care Stream: Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and Territory Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks etc

and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycemia. Recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Coordinator

Typical Duties – Grade 2 - Support Stream: Assist in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.

Care Service Employee (with qualification) Grade 3 means an employee who performs the duties of a Grade 1 and Grade 2, and in addition performs the following duties:

Typical Duties – Grade 3 - Care Stream: Relieve Coordinator and supervise the work of team members provided the work is paid at the rate of coordinator. Implement the scheduled work programs. Develop and implement programs of activities for residents. Develop resident care plans.

Typical Duties – Grade 3 - Support Stream: Relieve Coordinator and supervise the work of team members provided the work is paid at the rate of coordinator. Implement the plans, arrange the ordering and prepare all meals for the service. Responsible for the provision of domestic services. Implement the scheduled work programs. Drive a Minibus or Larger Vehicle.

1.4 Residential Care Team Coordinator means an employee responsible for managing the performance and service delivery in a functional area or household. Leads a small group of CSE's/AIN's in a specific technical or clinical area. In residential care facilities this person administers medication. The role may be known as Team Leader Care Coordinator or Home Maker.

- (a) **Level One:** An employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate qualifications/experience acceptable to the employer is required to act on them and:
- is designated by the employer as having the responsibility for leading and/or supervising the work of others and
 - Is required to work individually with minimal supervision.

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

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

Typical Duties - Level 1 - Support Stream: Coordinate and direct the work of staff involved with the preparation and delivery of food. Coordinate and direct the work of staff involved in domestic duties such as cleaning/laundry. Schedule work programs.

- (b) **Level Two:** An employee who is required to deliver medication to residents in residential aged care facilities in which more than 80% of places are "allocated high care places" as defined in the *Aged Care Act 1997* (Cth).

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

- a Certificate III in Aged Care Work (CHC30102); and
- a Certificate IV in Aged Care Work (CHC40102); and
- Medication module - "Provide Physical Assistance with Medication" (CHCCS303A); or Hold other appropriate qualifications acceptable to the employer.

Employees at this level may be required to perform the duties of a Coordinator - Level 1.

1.5 Residential Care Team Coordinator/Supervisor Grade 5 Means an employee who is responsible for overseeing a unit, program or service and leads a group of level 4 team leaders and/or coordinators with direct reporting accountabilities. Such an employee will be required to have and use additional qualifications than would be required for a level 4 Coordinator. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the service and comply with documentation requirements as determined by the employer.

Indicative responsibilities of an employee at this level are as follows.

Typical responsibility - Care Stream: Be an active member of a care team, playing a critical role in steering the direction of clinical functional jurisdiction, while building cross-functional activities and commitments.

Typical responsibility - Support Stream: Involved in the planning of the catering function for one or more services, managing the day to day operations of the catering/cleaning/laundry functions for the service.

2. COMMUNITY SERVICES EMPLOYEES

2.1 Community Care (Support) Worker means an employee working in an aged care operation of the employer and who performs the duties associated with the provisions of a broad range of Community Care Services to aged care community clients in either a private residence or other designated setting. This may include cleaning, child minding, gardening, handiwork (within the employee's skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general up-keeping services. A Community Care Worker would not normally live at the client's residence for periods in excess of 48 hours.

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

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

(a) **Community Care (Support) Worker Grade 1** means a person without previous relevant experience in personal care delivery. This is a trainee level, which applies to new employees. The employer shall provide training. At the end of a period of six months or 250 hours employment, whichever is first completed, employees who have satisfactorily completed the requirements of grade 1 shall progress to grade 2. This employee will be expected to be working towards completion of a Certificate III in aged care or other equivalent community services qualification.

Should an employee at this grade 1 level not satisfactorily complete the requirements of grade 1, he/she shall be notified in writing by the employer two weeks prior to the date on which he/she would have proceeded to grade 2.

An employee may seek the assistance of their representative during these discussions and if there is a disagreement between the parties as to the employee's future, the matter shall be resolved as per clause 44 - Grievance and Disputes Resolution Procedures.

A grade 1 employee shall work under general supervision.

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

Indicative, but not exclusive tasks include: under limited supervision, providing assistance to clients in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals.

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

- (b) **Community Care (Support) Worker Grade 2** means a person who satisfies the requirements of grade 1 and has progressed to grade 2.

An employee at this level shall be competent in carrying out simple personal care, housekeeping and tasks relevant to assisting clients to maintain their independence in their own homes and may be required to perform the duties of Handyman as defined.

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

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

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

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

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

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

Grade 2 - Menstrual Care: Assisting with menstrual care.

Grade 2 - Skin Care: Where dressings are involved.

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

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

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

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

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

Grade 2 - Therapy: Assisting with therapy in any of the following circumstances: low level of assistance is required; carer/therapist is not on site and client is able to take

responsibility for the therapy or carer/therapist is on site; simple instructions required rather than specialised training knowledge.

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

(c) **Community Care (Support) Worker Grade 3** means a person who performs the duties of a grade 2 and is required to directly attend to a client's needs, as opposed to assisting the client to do for himself/herself because of the client's behaviour or the client's condition and/or household environment.

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

Grade 3 employees will be involved in on the job training of community care employees where required.

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

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

Grade 3 - Toileting: Assisting in placement/removal/emptying/care/cleaning of sheaths and leg baths; assisting with indwelling catheterisation by changing collection bag and cleaning around the insertion site; changing or assisting with urinary diversion - colostomy and drainage bags; all bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads; assisting the client with the sterilising of glass catheters.

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

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

Grade 3 - Nasal Care: Cleaning noses.

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

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

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

- (i) Clients can offer limited/no assistance with weight bearing.
- (ii) Careful handling is required because of the client's health/disability.
- (iii) Some lifting or physically awkward movement is involved for employees in transfer/mobility.

Grade 3 - Therapy: Assisting with therapy in any of the following circumstances:

- (i) High degree of assistance is involved.
- (ii) Employees have total responsibility because client is unable to take responsibly for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

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

(d) Community Services Coordinator Grade 4 - Level 1

An employee at this level may also be called a Healthy Living for Seniors Coordinator- Day Program or In Home Services, and Team Leader.

I. 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, and mentoring of Community Care Support Workers. An employee at this level is required to work individually with minimal supervision.

II. Judgment and decision-making

The objectives of the work are well defined but the particular method; process of equipment to be used; way in which a duty is carried out, must be selected from a range of available options, and Support Workers, where necessary, are provided with guidance and support whilst carrying out these processes. For employees undertaking supervisory duties, the process often requires the quantification of the amount of resources needed to meet those objectives.

III. Specialist knowledge and skills

Employees will be required to plan, direct and train Support Workers. Employees are also required to have a thorough understanding of the relevant technology, procedures and processes used within their programs. .

Indicative but not exclusive of the skills required include: staff and volunteers are provided with appropriate role induction, routine supervision, support and coaching, undertake risk assessments, develop client care plans and oversee the provision of domestic services.

IV. Interpersonal skills

Positions in this level require the ability to build and maintain a culture of well-being supported by effective leadership, clear accountability and systematic review process, and establish strong working relationships with Employees, clients, their families, industry professionals, relevant Government Departments, and members of the community.

V. Qualifications and experience

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

(e) Community Services Coordinator Grade 4 – Level 2

An employee at this level may carry out all duties of a Community Services Coordinator Grade 4 – Level 1. A position at this level has the following characteristics:

I. 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, and can also be given the responsibility to act in a higher position if required.

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, and to ensure programs are evaluated at regular intervals to confirm the objectives are in line with the client's current needs. 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.

II. Judgment and decision-making

This position requires the overseeing that objectives of the work are well defined but the particular method; process of equipment to be used; the way in which a duty is carried out, must be selected from a range of available options, and Support Workers, where necessary, are provided with guidance and support whilst carrying out these processes. Collaborates with the Service Manager and wider care team in the management of high risk care complaints and adverse events.

III. Specialist knowledge and skills

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

IV. Management skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised Support Workers and actively monitor the ongoing compliance of services against aged care and organisational systems standards, policies and procedures. Timely and thorough investigation of incidents, complaints / concerns of the clients, their families and external stakeholders is also a requirement of this position.

V. 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, and report on their service to their direct report.

VI. Qualifications and experience

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

(f) Community Services Coordinator/Supervisor Grade 5

Means an employee who is responsible for overseeing a community services unit, program or service and leads a group of Level 4 team leaders and/or coordinators with direct reporting accountabilities to a Service Manager. Such an employee will be required to have and use additional qualifications than would be required for a level 4 Coordinator. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of a

community service operation/service and comply with documentation requirements as determined by the employer.

An employee at this level may be called a Support Advisor, Senior Healthy Living for Seniors Coordinator or a Leisure and Lifestyle Coordinator.

I. Accountability and extent of authority

Employees in this position are required to facilitate, plan, and oversee delivery of efficient and effective operation of care programs in line with government requirements, organisational processes and systems in response to emerging client needs. Employees at this level are required to utilise industry networks and develop new referral channels to maximise service options for clients.

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.

This position may also lead a group of Level 4 coordinators with direct reporting accountabilities to a Service Manager.

II. Judgment and decision-making

This position requires the oversight and development of client care plans and/or programs in line with government requirements, organisational policy, systems and processes.

Client programs operate at maximum funded levels, care activities are undertaken or delegated to appropriately skilled staff within current legislation and regulatory requirements, actively monitor the ongoing compliance of services against aged care and organisational systems standards, policies and procedures.

Collaborates with the Service Manager and wider care team in the management of high risk care complaints and adverse events.

III. Specialist knowledge and skills

This position requires specialist knowledge in the areas of case management, diversional therapy and consumer directed care objectives. Knowledge transfer and capability of team members is developed through coaching and mentoring. Understanding and applying changes to the Aged Care Industry in an environment of rapid growth and diversity, manage support service outcomes in line with organisational protocols.

IV. Management skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees and actively monitor the ongoing compliance of services against aged care and organisational systems standards, policies and procedures. Timely and thorough investigation of incidents, complaints / concerns of the clients, their families and external stakeholders is also a requirement of this position.

Builds and maintain a culture of well-being supported by effective leadership, clear accountability and systematic review process, whilst performing work activities in a manner which promotes personal safety and risk management to their staff members.

V. Interpersonal Skills

Positions at this level require the ability to lead and manage co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the delivery of care 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, and report on their service to their Service Manager.

VI. Qualifications and Experience

This position requires an employee be responsible for overseeing a client workload, program design and development and/or leads a group of Level 4 coordinators with direct reporting accountabilities to a Service Manager. The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate IV or associate diploma alone.

An employee will be required to have and use additional tertiary qualifications relevant to their field acquired through completion of a degree or diploma course with 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. Employees may enter this level without a degree qualification and/or be working towards completion of such qualification, however, would not normally be expected to progress through the range beyond the equivalent degree-qualification entry point for registered nursing and allied health professional roles in this Agreement.

Employees at this level may be required to exercise any/all managerial functions in relation to the operation of a community service comply with documentation requirements as determined by the employer.

(g) Community Services Coordinator/Supervisor Grade 6

Means an employee who is responsible for overseeing a community services unit, program or service and leads a group of Level 4 and 5 team leaders and/or coordinators with direct reporting accountabilities to a Service Manager. The employee is also responsible for directly supervising a group of Level 5 coordinators. Such an employee will be required to have and use additional qualifications than would be required for a level 5 Coordinator. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of a community service operation/service and comply with documentation requirements as determined by the employer.

An employee at this level will be called a Senior Support Advisor.

VII. Accountability and extent of authority

Employees in this position are required to facilitate, plan, and oversee delivery of efficient and effective operation of care programs in line with government requirements, organisational processes and systems in response to emerging client needs. Employees at this level are required to utilise industry networks and develop new referral channels to maximise service options for clients.

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.

This position will be responsible for directly supervising a group of Level 5 coordinators. This position may lead a group of Level 4 or 5 coordinators with direct reporting accountabilities to a Service Manager.

VIII. Judgment and decision-making

This position requires the oversight and development of client care plans and/or programs in line with government requirements, organisational policy, systems and processes.

Client programs operate at maximum funded levels, care activities are undertaken or delegated to appropriately skilled staff within current legislation and regulatory requirements, actively monitor the ongoing compliance of services against aged care and organisational systems standards, policies and procedures.

Collaborates with the Service Manager and wider care team in the management of high risk care complaints and adverse events.

IX. Specialist knowledge and skills

This position requires specialist knowledge in the areas of case management, diversional therapy and consumer directed care objectives. Knowledge transfer and capability of team members is developed through coaching and mentoring. Understanding and applying changes to the Aged Care Industry in an environment of rapid growth and diversity, manage support service outcomes in line with organisational protocols.

X. Management skills

These positions require skills in managing time, setting priorities and planning and organising one's own work and that of supervised employees and actively monitor the ongoing compliance of services against aged care and organisational systems standards, policies and procedures. Timely and thorough investigation of incidents, complaints / concerns of the clients, their families and external stakeholders is also a requirement of this position.

Builds and maintain a culture of well-being supported by effective leadership, clear accountability and systematic review process, whilst performing work activities in a manner which promotes personal safety and risk management to their staff members.

XI. Interpersonal Skills

Positions at this level require the ability to lead and manage co-operation and assistance from clients, members of the public and other employees in the administration of defined activities and in the delivery of care 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, and report on their service to their Service Manager.

Employees at this level will be the senior employee at the site when the Service Manager is not present, and therefore will require a level of skill that allows them to effectively manager higher level conversations with internal and external stakeholders.

XII. Qualifications and Experience

This position requires an employee be responsible for overseeing a client workload, program design and development and/or leads a group of Level 4 coordinators with direct reporting accountabilities to a Service Manager, and directly supervises a group of Level 5 Coordinators. The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate IV or associate diploma alone.

An employee will be required to have and use additional tertiary qualifications relevant to their field acquired through completion of a degree or diploma course with 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.

3. ASSET & MAINTENANCE EMPLOYEES

3.1 Maintenance Officer (without qualification)* means an employee who does not hold a relevant trade qualification and who has less than 250 hours work experience in the aged care industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation

requirements as determined by the employer. Problems should be referred to a more senior staff member. Indicative tasks an employee at this level may perform are as follows:

Typical Duties: General labouring assistance in the full range of gardening and maintenance duties.

*On successful completion of a relevant trade qualification, the employee will progress to Maintenance Officer – Grade 1.

3.2 Maintenance Officer - Grade 1 means an employee who may hold a relevant trade qualification and/or who has or can demonstrate relevant prior experience acceptable to the employer, which enables the employee to work effectively at this level. Indicative tasks an employee at this level may perform are as follows:

Typical Duties: Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting Maintenance Officers (without qualification) in labouring.

3.3 Maintenance Officer - Grade 2 means an employee who holds relevant trade qualifications and/or who has or can demonstrate relevant prior experience acceptable to the employer, and who performs the duties of a Maintenance Officer – Grade 1 as provided in Clause 3.2, and in addition performs the following duties:

Typical Duties: Undertake basic repairs to buildings, equipment, appliances, and similar items. Work with and undertake limited coordination of the work of other maintenance workers. Such an employee may be called upon to perform tasks falling within the scope of trade skills. Will undertake internal planned maintenance programs and provide advice on planning and plant maintenance. Perform gardening duties. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report as required.

3.4 Maintenance Officer - Grade 3 means an employee who holds relevant trade qualifications and who performs the duties of a Maintenance Officer – Grade 1 and Maintenance Officer – Grade 2 as provided in Clause 3.2 and 3.3 respectively. Works individually with minimal supervision and in addition performs the following duties:

Typical Duties: Monitor and report back to Asset Coordinators (Graded 4 or 5) on onsite performance of external service providers. Carry out maintenance, repairs, gardening and other tasks falling within the scope of trade's skills. Undertake the more complicated repairs to building and plant equipment calling for trade's skills. Implement scheduled work programs. Where required, may relieve the Asset Coordinator and supervise the work of team members provided the work is paid at the rate of the Asset Coordinator.

3.5 Asset Coordinator – Grade 4 means an employee who holds a relevant trade qualification and/or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. Such employees are responsible for managing the performance and service delivery in a functional area and are required to work individually with minimal supervision. Is designated by the employer to lead a small group of Maintenance Officers (Graded 1 to 3) in a specific technical area and has the responsibility for supervising the work of others. Indicative tasks an employee at this level may perform are as follows.

Typical Duties: Coordinate and direct the work of staff performing gardening and repairs/plant maintenance duties. Schedule gardening/maintenance work programs. Where required, manage routine service contracts associated with gardening and maintenance.

3.6 Asset Coordinator – Grade 5 means an employee who performs the duties of an Asset Coordinator – Grade 4 as provided in Clause 3.5 and is responsible for overseeing multiple units, programs or services. Is designated by the employer to lead a group of Maintenance Officers and/or Grade 4 Asset Coordinators with direct reporting accountabilities. Such employees will be required to have and use additional qualifications than would be required for an Asset Coordinator – Grade 4. Employees at this level may be required to exercise any/all managerial

functions in relation to the operation of the service and comply with documentation requirements as determined by the employer. Indicative responsibilities of an employee at this level are as follows.

Typical Duties: Holds relevant trade qualifications and is an active member of the Management team in the development of refurbishments and equipment/building maintenance plans and to manage the execution of such plans. Where required, may relieve the Asset Manager and supervise the work of Asset Team members provided the work is paid at the rate of the Asset Manager.

4. CLERICAL & ADMINISTRATIVE EMPLOYEES

- (a) Grades: All employees shall be graded in one of the following grades and informed accordingly in writing within 14 days of appointment to the position held by the employee and subsequent graded positions.
- (b) An employee shall be graded in the grade where the principal function of his or her employment, as determined by the employer, is of a clerical nature and is described in subclauses (c) to (g) of this clause.
- (c) A **Clerical & Administrative Employee Grade 1** position is described as follows:
 - (i) The employee may work under direct supervision with regular checking of progress.
 - (ii) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.
 - (iii) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

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

Grade 1 - Information Handling: Receive and distribute incoming mail; receive and dispatch outgoing mail; collate and dispatch documents for bulk mailing; file and retrieve documents

Grade 1 - Communication: Receive and relay oral and written messages; complete simple forms.

Grade 1 - Enterprise: Identify key functions and personnel; apply office procedures.

Grade 1 - Technology: Operate office equipment appropriate to the tasks to be completed; open computer file, retrieve and copy data; close files

Grade 1 - Organisational: Plan and organise a personal daily work routine.

Grade 1 - Team: Complete allocated tasks.

Grade 1 - Business Financial: Record petty cash transactions; prepare banking documents; prepare business source documents.

- (d) A **Clerical & Administrative Employee Grade 2** position is described as follows:
 - (i) The employee may work under routine supervision with intermittent checking.
 - (ii) An employee at this grade applies knowledge and skills to a range of tasks. The choice of actions required is usually clear, with limited complexity in the choice.
 - (iii) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.

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

Grade 2 - Information Handling: Update and modify existing organisational records; remove inactive files; copy data on to standard forms.

Grade 2 - Communication: Respond to incoming telephone calls; make telephone calls; draft simple correspondence.

Grade 2 - Enterprise: Provide information from own function area; re-direct inquiries and/or take appropriate follow-up action; greet visitors and attend to their needs.

Grade 2 - Technology: Operate equipment; identify and/or rectify minor faults in equipment; edit and save information; produce document from written text using standard format; shutdown equipment.

Grade 2 - Organisational: Organise own work schedule; know roles and functions of other employees.

Grade 2 - Team: Participate in identifying tasks for team; complete own tasks; assist others to complete tasks.

Grade 2 - Business Financial: Reconcile invoices for payment to creditors; prepare statements for debtors; enter payment summaries into journals; post journals to ledger.

(e) A **Clerical & Administrative Employee Grade 3** position is described as follows:

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

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

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

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

Grade 3 - Enterprise: Clarify specific needs of client/other employees; provide information and advice; follow-up on client/employee needs; clarify the nature of a verbal message; identify options for resolution and act accordingly.

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

Grade 3 - Organisational: Co-ordinate own work routine with others; make and record appointments on behalf of others; make travel and accommodation bookings in line with given itinerary.

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

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

(f) A **Clerical & Administrative Employee Grade 4** position is described as follows:

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

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

Grade 4 - Information Handling: Categorise files; ensure efficient distribution of files and records; maintain security of filing system; train others in the operation of the filing system; compile report; identify information source(s) inside and outside the organisation.

Grade 4 - Communication: Receive and process a request for information; identify information source(s); compose report/correspondence.

Grade 4 - Enterprise: Provide information on current service provision and resource allocation within area of responsibility; identify trends in client requirements.

Grade 4 - Technology: Maintain storage media; devise and maintain filing system; set printer for document requirements when various setups are available; design document format; assist and train network users; shutdown network equipment.

Grade 4 - Organisational: Manage diary on behalf of others; assist with appointment preparation and follow up for others; organise business itinerary; make meeting arrangements; record minutes of meeting; identify credit facilities; prepare content of documentation for meetings.

Grade 4 - Team: Plan work for the team; allocate tasks to members of the team; provide training for team members.

Grade 4 - Business Financial: Prepare financial reports; draft financial forecasts/budgets; undertake and document costing procedures.

(g) A **Clerical & Administrative Employee Grade 5** position is described as follows:

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

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

Grade 5 - Information Handling: Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.

Grade 5 - Communication: Obtain data from external sources; produce reports; identify need for documents and/or research.

Grade 5 - Enterprise: Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.

Grade 5 - Technology: Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.

Grade 5 - Organisational: Organise meetings; plan and organise conference.

Grade 5 - Team: Draft job vacancy advertisement; assist in the selection of staff; plan and allocate work for the team; monitor team performance; organise training for team.

Grade 5 - Business Financial: Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.

5. GENERAL

(a) Learning and Development Coordinators

Learning & Development Coordinators support the training and development of employees as part of the organisation-wide Learning & Development Team. As part of their role, L & D Coordinators are required to:

- Deliver high quality, contemporary training and education programs within the level of their qualifications, skills and competence to employees and volunteers at local residential and community services operations throughout NSW;
- Assist with the orientation and induction of new employees and volunteers as part of the organisation's staff orientation program;
- Deliver targeted safety education programs to employees and volunteers;
- Provide evaluation and feedback on training and development programs and learning outcomes to the L & D Operations Manager;
- Complete required reporting documents to assist in ensuring compliance with educational reporting and attendance requirements.

Learning & Development Coordinator – Grade 1 (Without Cert IV qualifications)

This employee will hold accredited qualifications at Certificates III and IV in aged care or related fields, and be working towards a Cert IV in Workplace Training & Assessment.

Learning & Development Coordinator – Grade 2 – Cert IV

This is the entry level for coordinators who have achieved the relevant qualifications noted above. Employees at this level are expected to perform all roles described above.

Learning & Development Coordinator – Grade 3 – Cert IV – 3 Years' Experience

As above, with the completion of at least three (3) years equivalent experience in the role. Employees at this level would be expected to have gained additional competencies over and above the accredited Cert IV qualifications that are directly relevant to the functions and responsibilities of this role.

Learning & Development Coordinator – Grade 4 - Diploma

The skills and knowledge needed for entry to this level are beyond those normally acquired through completion of a TAFE certificate IV or associate diploma alone. They might be acquired through completion of a degree or diploma course e.g. Diploma in Training & Assessment, or through relevant experience and work skills commensurate with the requirements of work at this level. Employees at this level would be expected to have gained additional competencies over and above the formal diploma qualifications that are directly relevant to the functions and responsibilities of this role.

(b) Professional Support Officers

General Scope

Professional Support Officers are employees engaged as non-degree qualified para-professionals who have completed the relevant accredited Cert IV qualifications in their field and are working towards a relevant degree qualification. Employees are appointed to such roles that would typically include para-professional and technical roles that may be based in a residential or

community care service, but will often involve work across a number of local area services. Typical job roles would be in technical, quality assurance, auditing of funding instruments, allied health such as gym/fitness instructors, diversional therapists, social workers, and other similar functional support roles.

Professional Support Officer (non-degree qualified) – Level 1 – Cert IV

- Employees at this level may work individually or as part of a team to support the needs of a functional area;
- Employees that provide a service or functional support to a service or across multiple residential or community care services;
- Employees at this level possess an appropriate Certificate IV or other appropriate qualification/experience acceptable to the employer,
- Employees at this level will work under limited supervision within agreed frameworks

Professional Support Officer (non-degree qualified) – Level 2 - Diploma

- Employees that are appointed by the employer to provide a specific service or functional support across multiple residential community care services;
- Employees at this level possess a relevant diploma or other appropriate qualification/experience acceptable to the employer;
- Employees at this level may work individually or as part of a team to support the needs of a functional area;
- Employees at this level will work under limited supervision within agreed frameworks;
- Employees at this level may be required to lead/supervise staff.

II. NURSES' EMPLOYMENT CLASSIFICATIONS

It is noted that roles performed by employees in nursing classifications below may be given different titles at both service and organisational levels, however their classifications shall remain within the nursing classifications set out below whilst ever the employee is performing work within the relevant nursing classification. Employees classified under nursing classifications will not be required to be reclassified in order to advance. This means, for example, an AIN, AIN Team Leader or AIN Team Coordinator of a lower level may apply for a Team Leader/Home Maker position and, if successful, would continue to be classified under the appropriate nursing classification within the Agreement, as set out below. The following employment classifications and definitions apply to this Agreement:

Assistant-in-Nursing (without qualifications) means a person, other than a registered nurse, enrolled nurse, AIN (qualified) or Care Service Employee who is employed in nursing duties in a residential aged care facility, and is in the process of obtaining a Certificate III. It is expected that such employees obtain a relevant Cert III qualification within their first year of employment in order to progress into the incremental scale for qualified AIN's immediately following below.

An Assistant-in-Nursing (qualified) means a person, other than a registered nurse, enrolled nurse, AIN (without qualifications) or Care Service Employee who is employed in nursing duties in a residential aged care facility, and holds a minimum qualification of either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer. For the purposes of this classification, **nursing duties** includes:

- giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance; and/or
- carrying out tasks which are related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- performing some domestic duties (i.e. kitchen, laundry, cleaning) provided the majority of work is in nursing care; and/or

- assisting a registered nurse, enrolled nurse or an employee with a Certificate IV or other relevant qualifications/experience in the course of their duties; and/or
- in addition an AIN with a certificate III qualification can assist residents with medications within a delegated or assigned range of duties, subject to legislative requirements.

Assistant in Nursing - Team Leader means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer and who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.

A.I.N. Care Team Coordinator Grade 4 – Level 1 means an employee who holds either a Certificate Level IV in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer, and who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants-in-Nursing and/or Care Service Employees. Entry and qualification requirements are as per the definition of a Residential Care Team Coordinator Level 1. In residential facilities this person assists with medication administration, subject to legislative requirements. The role may be known as AIN Care Team Coordinator or Home Maker.

A.I.N. Care Team Coordinator Grade 4 – Level 2 – an employee designated at this level may under the direct or indirect supervision of a Registered Nurse be required to deliver medication subject to legislative requirements to residents in residential aged care facilities. In addition, employees at this level may be required to perform the duties of an AIN Care Team Coordinator – Level 1. Entry and qualification requirements are as per the definition of a Residential Care Team Coordinator Levels 1 and 2.

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

Clinical Nurse Educator means a registered nurse with relevant post registration certificate qualifications or experience deemed appropriate by the employer, who is required to implement and evaluate educational programmes at the residential aged care facility. The Clinical Nurse Educator shall cater for the delivery of clinical nurse education at the residential aged care facility. The Clinical Nurse Educator may also be responsible for new employee orientation at the residential aged care facility. A nurse will achieve Clinical Nurse Educator status on a personal basis by being required by the residential aged care facility to provide the educational programmes detailed above. Nothing in this clause shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching etc.

Clinical Nurse Specialist means:

- (a) In residential aged care facilities where there are 250 or more beds:

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a specific clinical area and working in the clinical area of her or his specified post registration experience.
- (b) In residential aged care facilities where there are less than 250 beds:

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical areas of her or his specified post registration qualification.
- (c) In context of community care:

A registered nurse with specific post registration qualifications and twelve months experience working in the clinical area of her or his specified post registration qualification; or a registered nurse with four years post registration experience in a

specific clinical area and working in the clinical area of her or his specified post registration experience.

Director of Nursing means a registered nurse who is responsible for all nursing services in a nursing home in which employees under this Agreement provide nursing care.

Enrolled Nurse (EN) means a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medications. An Enrolled Nurse:

- May be required to lead and/or supervise the work of others;

Enrolled Nurse (with Notation) means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation "*does not hold a Board Approved qualification in medicines administration*". An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse however is not authorised to administer medication.

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

Nurse Educator means a registered nurse with a post registration certificate, who has relevant experience or other qualifications deemed appropriate by the employer, and who is appointed to a position of Nurse Educator. A Nurse Educator shall be responsible for the development, implementation and delivery of nursing education programmes within a residential aged care facility or group of residential aged care facilities. Nurse education programmes shall mean courses conducted such as post registration certificates, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses.

- (a) A person appointed to a position of Nurse Educator who holds relevant tertiary qualifications in education or tertiary post graduate specialist clinical nursing qualifications shall commence on the 3rd year rate of the salary scale.
- (b) A person appointed as the sole nurse educator for a group of residential aged care facilities shall be paid at the 3rd year rate of the salary scale.

Incremental progression for Nurse Educators shall be on completion of 12 months satisfactory full-time equivalent service, provided that progression shall not be beyond the 3rd year rate unless the person possesses the qualifications detailed in paragraphs (a) and (b). Persons appointed to the 3rd year rate by virtue of those paragraphs shall progress to the 4th year rate after completion of 12 months satisfactory full time service.

Nurse Practitioner means a registered nurse appointed as such and who is acting within the scope of practice in accordance with Section 195(2) of the Health Act 1993.

Nurse Practitioner Year 3 and Thereafter means a registered nurse appointed as such and who is acting within the scope of practice in accordance with Section 195(2) of the Health Act 1993. Provided that a Nurse Practitioner shall not progress or be appointed to Nurse Practitioner Year 3 until completion of twelve months' service at the Year 2 rate, and to the Thereafter rate until completion of twelve months' service at the Year 3 rate. Accordingly, a Nurse Practitioner cannot be appointed directly to Nurse Practitioner Year 3 and Thereafter.

Registered Nurse means a person registered by the Nurses Board as such.

Senior Nurse Educator means a registered nurse with a post registration certificate or appropriate qualifications, who has, or is working towards, recognised tertiary qualifications in education or equivalent and has demonstrated experience and skills in the field of education, and who is appointed to a position of Senior Nurse Educator. A Senior Nurse Educator shall be responsible for one or more Nurse Educators in the planning, co-ordination, delivery and evaluation of educational programmes such as post registration certificate courses, continuing nurse education, orientation programmes including new graduate programmes, post enrolment courses for enrolled nurses and where applicable general staff development courses either in a residential aged care facility or in a group of residential aged care facilities. Incremental progression shall be on completion of 12 months' satisfactory service.

III. HEALTH PROFESSIONALS/ALLIED HEALTH CLASSIFICATIONS

Definitions

“Complex” professional work denotes work which includes various tasks involving different processes and methods that may be unrelated. It depends on analysis of the subject, phase or issues involved in each assignment and the appropriate course of action may have to be selected from the many alternatives. The work involves conditions and elements that must be identified and analysed to discern interrelationships.

“Critical” professional work means a cornerstone or fundamental decision, requiring the exercise of sound professional judgement of the effects of a decision within a particular professional field.

“Heads of Departments” are responsible for leading, directing and administering a department and the supervision of staff that work within the department. The staff supervised may include other health professionals and technical and support staff. Heads of Department may have responsibilities across a number of facilities/sites within an Area Health Service.

“Health professional” for the purposes of this Schedule includes employees who possess, as a minimum, a relevant bachelor degree or equivalent qualification, and who are involved in one or more of the following:

- (a) Provision of direct clinical and/or professional services to patients;
- (b) Planning, co-ordination or evaluation of the delivery of clinical or professional services;
- (c) Provision of professional supervision or consultation to other health professionals;
- (d) Provision of professional education services to other health professionals; and
- (e) Management of clinical or professional services providing direct services to patients.

Health professional classifications covered by this Schedule are listed at Item 2.2 below.

“Novel” professional work encompasses work requiring a degree of creativity, originality, ingenuity and initiative and of a type not normally undertaken in a department or organisational unit within a department. The term may refer to the introduction of a new technology or process used elsewhere.

“Professional judgement” involves the application of professional knowledge and experience in defining objectives, solving problems, establishing guidelines, reviewing the work of others, interpreting results and providing and assessing advice or recommendations and other matters which have an element of latitude or decision making.

“Professional knowledge” includes the knowledge of principles and techniques applicable to the profession. It is obtained during the acquisition of professional qualifications and relevant experience.

“Professional supervision” refers to supervision given to subordinate health professionals from the same discipline, which requires the exercise of professional judgement and consists of:

- (a) Setting guidelines for the work of the health professional;

- (b) Suggesting approaches to the conduct of professional work;
- (c) Solving technical problems raised by subordinate health professionals; and
- (d) Reviewing and sometimes checking the work of other health professionals.

“Diversional Therapist” shall mean a person who provides, facilitates and co-ordinates group and individual leisure and recreational activities. This person must be a graduate from an approved university course which includes: an Associate Diploma and Diploma of Applied Science (Diversional Therapy); Bachelor of Applied Sciences (Leisure and Health); Bachelor of Applied Science (Diversional Therapy); Diploma or Bachelor of Health Sciences (Leisure and Health); an Associate Diploma course in Diversional Therapy; or who has such other qualifications deemed to be equivalent (such as a four-year degree, Masters Degree or PhD).

The classification structure for degree-qualified diversional therapists will be in accordance with the classification structure for Health Professional Employees generally found under “Other Health Professionals” below.

However, the rates of pay for diversional therapists (without Diploma) and diversional therapists (with Diploma) will be in accordance with the separate pay rates scale for Professional Support Officer Scale prescribed in Part B: Schedule B.3 to this Agreement.

Other Health Professionals

The following employment classifications and definitions apply to this Agreement, do not apply to Nurses’ Employment Classifications and include but are not limited to: Physiotherapists, Dietitians and speech pathologists and diversional therapists.

A list of common health professionals which are covered by the definitions is contained in Schedule C - List of Common Health Professionals in the *Health Professionals and Support Services Award 2010*. [Unless otherwise specified the relevant registration body is deemed to be the Australian Health Practitioners Regulation Agency (AHPRA)].

For purposes of this Agreement typical classifications will include:

Dietitian

Must hold a bachelor or post graduate degree in nutrition and dietetics that provides eligibility for full membership of the Dietitians Association of Australia, or other qualification deemed equivalent by the Employer.

Diversional Therapist

Must hold a health science or applied science bachelor degree in leisure, recreation or diversional therapy recognised by the Diversional Therapy Association of Australian National Council, or other qualification deemed equivalent by the Employer.

Exercise Physiologist

Must hold a bachelor degree in exercise and sports science, or other qualification deemed equivalent by the Employer, and be registered with AAESS.

Occupational Therapist

Must hold as a minimum a bachelor or post graduate degree in occupational therapy which provides eligibility for membership with the Australian Association of Occupational Therapists, or other qualification deemed equivalent by the Employer.

Physiotherapist

Must hold qualifications approved by the New South Wales Physiotherapists’ Registration Board, and be registered under AHPRA.

Podiatrist

Must hold qualifications approved by the New South Wales Podiatrists’ Registration Board for registration under AHPRA.

Social Worker

Must hold as a minimum a bachelor degree in social work which provides eligibility for membership of the Australian Association of Social Workers, or other qualification deemed equivalent by the Employer.

Speech Pathologist

Must hold a bachelor or post graduate degree in speech pathology which provides eligibility for membership of Speech Pathology Australia, or other qualification deemed equivalent by the Employer.

GRADING STRUCTURE – HEALTH PROFESSIONALS:

Health Professional - Level 1

Positions at level 1 are regarded as entry level health professionals and for initial years of experience.

This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the employer. It is also the level for the early stages of the career of a health professional.

Health Professional - Level 2

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

At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

Health Professional - Level 3

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

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;

- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

SCHEDULE C:

SUPPORTED WAGE SYSTEM

C.1 This schedule defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.

C.2 In this schedule:

- **approved assessor** means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system
- **assessment instrument** means the tool provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system
- **disability support pension** means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the *Social Security Act 1991*, as amended from time to time, or any successor to that scheme
- **relevant minimum wage** means the minimum wage prescribed in this Agreement for the class of work for which an employee is engaged
- **supported wage system** means the Commonwealth Government system to promote employment for people who cannot work at full Agreement wages because of a disability, as documented in the Supported Wage System Handbook. The Handbook is available from the following website: www.jobaccess.gov.au
- **SWS wage assessment agreement** means the document in the form required by the Department of Education, Employment and Workplace Relations that records the employee's productive capacity and agreed wage rate

C.3 Eligibility criteria

C.3.1 Employees covered by this schedule will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this Agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

C.3.2 This schedule does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers compensation legislation or any provision of this Agreement relating to the rehabilitation of employees who are injured in the course of their employment.

C.4 Supported wage rates

C.4.1 Employees to whom this schedule applies will be paid the applicable percentage of the relevant minimum wage according to the following schedule:

Assessed capacity (cl. C5)	Relevant minimum wage
%	%
10	10
20	20
30	30

Assessed capacity (cl. C5)	Relevant minimum wage
40	40
50	50
60	60
70	70
80	80
90	90

- C.4.2 Provided that the minimum amount payable must be not less than \$80 per week.
- C.4.3 Where an employee's assessed capacity is 10%, they must receive a high degree of assistance and support.

C.5 Assessment of capacity

- C.5.1 For the purpose of establishing the percentage of the relevant minimum wage, the productive capacity of the employee will be assessed in accordance with the Supported Wage System by an approved assessor, having consulted the employer and employee and, if the employee so desires, a union which the employee is eligible to join.
- C.5.2 All assessments made under this schedule must be documented in an SWS wage assessment agreement, and retained by the employer as a time and wages record in accordance with the Act.

C.6 Lodgment of SWS wage assessment agreement

- C.6.1 All SWS wage assessment agreements under the conditions of this schedule, including the appropriate percentage of the relevant minimum wage to be paid to the employee, must be lodged by the employer with the Fair Work Commission.
- C.6.2 All SWS wage assessment agreements (SWSA) must be agreed and signed by the employee and employer parties to the assessment. Where a union, party to this agreement, is not a party to the SWSA, the assessment will be referred by the Fair Work Commission to the union by certified mail and the SWSA will take effect unless an objection is notified to the Fair Work Commission within 10 working days.

C.7 Review of assessment

The assessment of the applicable percentage should be subject to annual or more frequent review on the basis of a reasonable request for such a review. The process of review must be in accordance with the procedures for assessing capacity under the supported wage system.

C.8 Other terms and conditions of employment

Where an assessment has been made, the applicable percentage will apply to the relevant minimum wage only. Employees covered by the provisions of this schedule will be entitled to the same terms and conditions of employment as other workers covered by this Agreement on a pro rata basis.

C.9 Workplace adjustment

An employer wishing to employ a person under the provisions of this schedule must take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

C.10 Trial period

- C.10.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this schedule for a trial period not

exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

- C.10.2 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.
- C.10.3 The minimum amount payable to the employee during the trial period must be no less than \$80 per week.
- C.10.4 Work trials should include induction or training as appropriate to the job being trialed.
- C.10.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment will be entered into based on the outcome of assessment under clause C.5.

SCHEDULE D - NATIONAL TRAINING WAGE (NON-NURSING STAFF)

D.1 Title

This National Training Wage Schedule applies only to trainees who, but for the operation of this agreement, would be covered by the Aged Care Award 2010 and/or the Social, Community, Home Care and Disability Services Industry Award 2010.

D.2 Definitions

In this schedule:

- **adult trainee** is a trainee who would qualify for the highest minimum wage in Wage Level A, B or C if covered by that wage level
- **approved training** means the training specified in the training contract
- **Australian Qualifications Framework (AQF)** is a national framework for qualifications in post-compulsory education and training
- **out of school** refers only to periods out of school beyond Year 10 as at the first of January in each year and is deemed to:
 - (a) include any period of schooling beyond Year 10 which was not part of or did not contribute to a completed year of schooling;
 - (b) include any period during which a trainee repeats in whole or part a year of schooling beyond Year 10; and
 - (c) not include any period during a calendar year in which a year of schooling is completed
- **relevant State or Territory training authority** means the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training contracts under the relevant State or Territory vocational education and training legislation
- **relevant State or Territory vocational education and training legislation** means the following or any successor legislation:
 - Australian Capital Territory: *Training and Tertiary Education Act 2003*;
 - New South Wales: *Apprenticeship and Traineeship Act 2001*;
 - Northern Territory: *Northern Territory Employment and Training Act 1991*;
 - Queensland: *Vocational Education, Training and Employment Act 2000*;
 - South Australia: *Training and Skills Development Act 2008*;
 - Tasmania: *Vocational Education and Training Act 1994*;
 - Victoria: *Education and Training Reform Act 2006*; or
 - Western Australia: *Vocational Education and Training Act 1996*
- **trainee** is an employee undertaking a traineeship under a training contract
- **traineeship** means a system of training which has been approved by the relevant State or Territory training authority, which meets the requirements of a training package developed by the relevant Industry Skills Council and endorsed by the National Quality Council, and which leads to an AQF certificate level qualification
- **training contract** means an agreement for a traineeship made between an employer and an employee which is registered with the relevant State or Territory training authority
- **training package** means the competency standards and associated assessment guidelines for an AQF certificate level qualification which have been endorsed for an industry or enterprise by the National Quality Council and placed on the National Training Information Service with the approval of the Commonwealth, State and Territory Ministers responsible

for vocational education and training, and includes any relevant replacement training package

- **year 10** includes any year before Year 10

D.3 Coverage

- D.3.1 Subject to clauses D.3.2 to D.3.6 of this schedule, this schedule applies in respect of an employee covered by this Agreement who is undertaking a traineeship whose training package and AQF certificate level is allocated to a wage level by Appendix D1 to this schedule or by clause D.5.4 of this schedule.
- D.3.2 This schedule only applies to AQF Certificate Level IV traineeships for which a relevant AQF Certificate Level III traineeship is listed in Appendix D1 to this schedule.
- D.3.3 This schedule does not apply to the apprenticeship system or to any training program which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship in an award as at 25 June 1997.
- D.3.4 This schedule does not apply to qualifications not identified in training packages or to qualifications in training packages which are not identified as appropriate for a traineeship.
- D.3.5 Where the terms and conditions of this schedule conflict with other terms and conditions of this Agreement dealing with traineeships, the other terms and conditions of this Agreement prevail.
- D.3.6 At the conclusion of the traineeship, this schedule ceases to apply to the employee.

D.4 Types of Traineeship

The following types of traineeship are available under this schedule:

- D.4.1 a full-time traineeship based on 38 ordinary hours per week, with 20% of ordinary hours being approved training; and
- D.4.2 a part-time traineeship based on less than 38 ordinary hours per week, with 20% of ordinary hours being approved training solely on-the-job or partly on-the-job and partly off-the-job, or where training is fully off-the-job.

D.5 Minimum Wages

D.5.1 Minimum wages for full-time traineeships

(a) Wage Level A

Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level I-III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 per week \$	Year 11 per week \$	Year 12 per week \$
School leaver	287.90	317.10	377.80
Plus 1 year out of school	317.10	377.80	439.60
Plus 2 years out of school	377.80	439.60	511.60
Plus 3 years out of school	439.60	511.60	585.80
Plus 4 years out of school	511.60	585.80	
Plus 5 or more years out of school	585.80		

(c) AQF Certificate Level IV traineeships

- (i) (Subject to clause D.5.3 of this schedule, the minimum wages for a trainee undertaking a full-time AQF Certificate Level IV traineeship are the

minimum wages for the relevant full-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.

- (ii) Subject to clause D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a full-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per week \$	Second and subsequent years of traineeship per week \$
Wage Level A	608.30	631.90

D.5.2 Minimum wages for part-time traineeships

(a) Wage Level A

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Level A by Appendix D1 are:

	Highest year of schooling completed		
	Year 10 \$ per hour	Year 11 \$ per hour	Year 12 \$ per hour
School leaver	9.47	10.44	12.43
Plus 1 year out of school	10.44	12.43	14.47
Plus 2 years out of school	12.43	14.47	16.83
Plus 3 years out of school	14.47	16.83	19.26
Plus 4 years out of school	16.83	19.26	
Plus 5 or more years out of school	19.26		

(b) School-based traineeships

Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a school-based AQF Certificate Level I–III traineeship whose training package and AQF certificate levels are allocated to Wage Levels A, B or C by Appendix D1 are as follows when the trainee works ordinary hours:

Year of schooling	
Year 11 or lower per hour \$	Year 12 per hour \$
9.47	10.44

V. AQF Certificate Level IV traineeships

- (i) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for a trainee undertaking a part-time AQF Certificate Level IV traineeship are the minimum wages for the relevant part-time AQF Certificate Level III traineeship with the addition of 3.8% to those minimum wages.
- (ii) Subject to clauses D.5.2(f) and D.5.3 of this schedule, the minimum wages for an adult trainee undertaking a part-time AQF Certificate Level IV traineeship are as follows, provided that the relevant wage level is that for the relevant AQF Certificate Level III traineeship:

Wage level	First year of traineeship per hour	Second and subsequent years of traineeship per hour
------------	---------------------------------------	--

	\$	\$
Wage Level A	20.01	20.79

VI. Calculating the actual minimum wage

- (i) Where the full-time ordinary hours of work are not 38 or an average of 38 per week, the appropriate hourly minimum wage is obtained by multiplying the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule by 38 and then dividing the figure obtained by the full-time ordinary hours of work per week.
- (ii) Where the approved training for a part-time traineeship is provided fully off-the-job by a registered training organisation, for example at school or at TAFE, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule applies to each ordinary hour worked by the trainee.
- (i) Where the approved training for a part-time traineeship is undertaken solely on-the-job or partly on-the-job and partly off-the-job, the relevant minimum wage in clauses D.5.2(a)-(e) of this schedule minus 20% applies to each ordinary hour worked by the trainee.

D.5.3 Other minimum wage provisions

- (a) An employee who was employed by an employer immediately prior to becoming a trainee with that employer must not suffer a reduction in their minimum wage per week or per hour by virtue of becoming a trainee. Casual loadings will be disregarded when determining whether the employee has suffered a reduction in their minimum wage.
- (b) If a qualification is converted from an AQF Certificate Level II to an AQF Certificate Level III traineeship, or from an AQF Certificate Level III to an AQF Certificate Level IV traineeship, then the trainee must be paid the next highest minimum wage provided in this schedule, where a higher minimum wage is provided for the new AQF certificate level.

D.5.4 Default wage rate

The minimum wage for a trainee undertaking an AQF Certificate Level I-III traineeship whose training package and AQF certificate level are not allocated to a wage level by Appendix D1 is the relevant minimum wage under this schedule for a trainee undertaking an AQF Certificate to Level I-III traineeship whose training package and AQF certificate level are allocated to Wage Level B.

D.6 Employment conditions

- D.6.1 A trainee undertaking a school-based traineeship may, with the agreement of the trainee, be paid an additional loading of 25% on all ordinary hours worked instead of paid annual leave, paid personal/carer's leave and paid absence on public holidays, provided that where the trainee works on a public holiday then the public holiday provisions of this Agreement apply.
- D.6.2 A trainee is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- D.6.3 Time spent by a trainee, other than a trainee undertaking a school-based traineeship, in attending any training and assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the trainee's wages and determining the trainee's employment conditions.
- D.6.4 Subject to clause D.3.5 of this schedule, all other terms and conditions of this Agreement apply to a trainee unless specifically varied by this schedule.

NOTE:

1. THE TRAINEE WAGE RATES PRESCRIBED IN THIS SCHEDULE ARE 2014 RATES, CURRENT AS OF THE DATE OF RATIFICATION OF THIS AGREEMENT, AND WILL APPLY UNTIL 30 JUNE 2015
2. TRAINEESHIP WAGE RATES UNDER THIS *NATIONAL TRAINING WAGE SCHEDULE D* ARE INCREASED IN JULY OF EACH YEAR IN ACCORDANCE WITH THE *FAIR WORK AUSTRALIA ANNUAL WAGES REVIEW*
3. NEW RATES TO APPLY FROM THE FIRST PAY PERIOD ON OR AFTER 1 JULY 2014 WILL BE AS RATIFIED IN THE *FAIR WORK AUSTRALIA* REVIEW NOTED IN POINT (2) ABOVE, AND TRAINEE WAGE RATES WILL BE ADJUSTED ACCORDINGLY AT THAT TIME

SCHEDULE E – WAGES FOR FORMER BLUE CARE EMPLOYEES

Classification under Blue Care EA	Jan-16	Hourly Rate FFPP 1 July 2017 2.4% \$
Classification	Jan-16	Hourly Rate FFPP 1 July 2017 2.4% \$
Assistant Nurse Level 1 Y1	22.17	22.70
Assistant Nurse Level 1 Y2	22.84	23.39
Assistant Nurse Level 1 Y3	23.50	24.06
Assistant Nurse Level 1 Y4+	24.19	24.77
Assistant Nurse Level 2	25.70	26.32
Enrolled Nurse Y5+	28.77	29.46
Endorsed Enrolled Nurse Authorised Level A	28.20	28.88
Endorsed Enrolled Nurse Authorised Level B	28.77	29.46
Endorsed Enrolled Nurse Y1	29.33	30.03
Endorsed Enrolled Nurse Y2	29.93	30.65
Endorsed Enrolled Nurse Y3+	30.52	31.25
Registered Nurse Y1	33.00	33.79
Registered Nurse Y2	35.01	35.85
Registered Nurse Y3	37.14	38.03
Registered Nurse Y4	39.42	40.37
Registered Nurse Y5+	41.81	42.81
Clinical Nurse Specialist	43.51	44.55
Clinical Nurse Consultant	51.40	52.63
Clinical Nurse Educator	43.51	44.55
Nurse Educator Y1	46.36	47.47
Nurse Educator Y2	47.68	48.82
Nurse Educator Y3	48.85	50.02
Nurse Educator Y4	51.40	52.63
Nurse Practitioner Y1	57.24	58.61

Nurse Practitioner Y2	58.53	59.93
Nurse Practitioner Y3	60.22	61.67
Nurse Practitioner Y4+	61.87	63.35
Assistant DON <150 beds	47.68	48.82
Assistant DON 150 - 250 beds	51.40	52.63
Assistant DON > 250 beds	52.64	53.90
Deputy DON <20 beds	48.66	49.83
Deputy DON 20 - 75 beds	49.91	51.11
Deputy DON 75 - 100 beds	51.05	52.28
Deputy DON 100 - 150 beds	52.14	53.39
DON <25 beds	54.39	55.70
DON 25 - 50 beds	57.59	58.97
DON 50 - 75 beds	58.83	60.24
DON 75 - 100 beds	60.06	61.50
DON 100 - 150 beds	61.79	63.27
Care Service Employee New Entrant	19.00	19.46
Care Service Employee Grade 1	22.27	22.80
Care Service Employee Grade 2	23.70	24.27
Care Service Employee Grade 3	25.18	25.78
Care Service Employee Grade 4 Level 1	26.53	27.17
Care Service Employee Grade 4 Level 2 Y1	31.10	31.85
Care Service Employee Grade 4 Level 2 Y2	30.20	30.92
Care Service Employee Grade 4 Level 2 Y3+	30.84	31.58
Care Service Employee Grade 5 From	30.85	31.59
Care Service Employee Grade 5 To	45.92	47.02
Maintenance Supervisor	26.36	26.99
Maintenance Supervisor - in charge	26.91	27.56
Maintenance Supervisor - Tradesperson	28.61	29.30
Community Care Employee Grade 1	22.41	22.95
Community Care Employee Grade 2	23.53	24.09
Community Care Employee Grade 3	25.21	25.82
Live-in Community Care Worker Grade 1 per day	221.22	226.53
Live-in Community Care Worker Grade 2 per day	250.38	256.39
Live-in Community Care Worker Grade 3 per day	290.85	297.83
Administration Employee Grade 1	24.08	24.66
Administration Employee Grade 2	25.56	26.17

Administration Employee Grade 3	27.10	27.75
Administration Employee Grade 4	28.34	29.02
Administration Employee Grade 5	29.65	30.36

UNDERTAKING

Uniting Aged Care Enterprise Agreement (NSW) 2017

AG2017/6100

On 7 December 2017, Uniting (NSW.ACT) ("Employer") applied to the Fair Work Commission ("FWC") pursuant to section 185 of the *Fair Work Act 2009* (Cth) ("Act") for the approval of an enterprise agreement to be known as the *Uniting Aged Care Enterprise Agreement (NSW) 2017* ("Agreement").

The Employer makes the following undertaking pursuant to section 190 of the Act in relation to the Agreement:

1. Notwithstanding clause 44.16 of the Agreement, employees will at no time receive less than the minimum entitlement to notice of termination provided by the National Employment Standards.
2. Notwithstanding clauses 25.2 and 30.1 of the Agreement, any employee whose employees' ordinary hours of work commence between 6:00am and 10:30am and finishes between the hours of 6:00pm and 8:30pm (other than employees covered by the Social, Community, Home Care and Disability Services Industry Award 2010), the employee will receive no less than the minimum rate payable under the relevant Modern Award, and either overtime or time in lieu in accordance with the relevant modern award for hours worked outside the day work spread of hours in that relevant award.
3. Notwithstanding clause 30.3(a) of the Agreement any employee whose work is underpinned by the *Social, Community, Home Care and Disability Services Award 2010*, will receive a penalty of double time for ordinary hours of work performed on a Sunday.
4. Notwithstanding clause 29.1 of the Agreement, employees in the classification of Care Service Employee New Entrant will at no time receive less than the minimum wage rate of pay prescribed by the *Aged Care Award 2010* when performing overtime on a Saturday.
5. Notwithstanding clauses 19.1(c)(i) and (ii) of the Agreement, in the event that Casual Nurses work on weekends, they will be paid no less than the minimum rates under the Nurses Award and the Saturday or Sunday shift penalty under the Nurses Award, plus the casual loading, if working shift work, or Saturday or Sunday penalty or time in lieu for dayworkers in accordance with the Nurses Award.
6. Notwithstanding Schedule C of the Agreement, employees eligible to receive a supported wage will at no time receive less than the minimum rate of pay prescribed by the relevant Modern Award.
7. Notwithstanding Schedule D of the Agreement, employees undertaking a traineeship will at no time receive less than the minimum rate of pay prescribed by the National Training Wage contained in the *Miscellaneous Award 2010*.
8. Employees who supervise clients in excursion activities involving overnight stays from home will at no time receive less than the minimum entitlements provided by the *Social, Community, Home Care and Disability Services Industry Award 2010*.

9. Notwithstanding clauses 53 and 54.4 of the Agreement, where an employee is directed to attend a meeting or training outside the ordinary hours of work, they will be entitled to the payment at the relevant overtime rate of pay.
10. Notwithstanding clauses 31.4(c)(ii) and (iii) of the Agreement, when required to perform any work during a sleepover, all employees will at no time receive less than the minimum rate of pay prescribed by the *Social, Community, Home Care and Disability Services Industry Award 2010* or the *Nurses Award 2010*.
11. Employees classified as a Maintenance Officer (without qualification) will be paid in accordance with the Maintenance Officer – Grade 1 classification prescribed by Schedule B.1(a) of the Agreement.
12. The Employer confirms the intention of the parties that the Grievance and Dispute Resolution Procedures contained at clause 51 of the Agreement shall enable the parties to raise disputes about matters relating to in Clause 49 - Workload Management. However, arbitration of matters under Clause 49 - Workload Management shall only occur by the agreement of the parties.

DATED at Sydney this 28th day of June 2018

Signed for and on behalf of
Uniting (NSW.ACT)

[Signature]
 Signature of Authorised Representative

[Signature]
 Signature of Witness

TRACEY BROWN
 Name of Authorised Representative
 (BLOCK LETTERS)

VICTORIA SALES
 Name of Witness
 (BLOCK LETTERS)

Executive Director
 Title of Authorised Representative

4/222 Pitt St Sydney
 Address of Authorised Representative