

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/36

**TITLE:** Presbyterian Aged Care Enterprise Agreement 2009 - 2011

**I.R.C. NO:** IRC9/1256

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VARIATION:** Replaces EA07/17.

**GAZETTAL REFERENCE:** 30 October 2009

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to nurses care service employees and other specified employees employed by the Presbyterian Aged Care, located at 168 Chalmers Street, Surry Hills 2010, who are performing duties within the scope of this Agreement and who fall within the coverage of the Nursing Homes, &c., Nurses' (State) Award and the Charitable, Aged and Disability Care Services (State) Award.

**PARTIES:** Presbyterian Aged Care -&- the Health Services Union, New South Wales Nurses' Association



**Presbyterian Aged Care  
Enterprise Agreement  
2009-2011**

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## **PART 1 - PRELIMINARIES**

### **1. TITLE**

This Agreement shall be known as the Presbyterian Aged Care Enterprise Agreement 2009-2011 and throughout is referred to as "this Agreement".

### **2. PARTIES BOUND**

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

- (a) Presbyterian Aged Care NSW & ACT, a committee of the Presbyterian Church in New South Wales ("the employer");
- (b) the Health Services Union;
- (c) the New South Wales Nurses' Association;

and all those employees of the employer performing work within the scope of this Agreement.

### **3. DURESS**

This Agreement was not entered into under duress by any party to it.

### **4. COMMENCEMENT AND EXPIRY**

This Agreement shall take effect from the date of approval in the New South Wales Industrial Relations Commission, and shall have a nominal expiry date of 30 June 2011.

### **5. ANTI-DISCRIMINATION**

- 5.1 It is the intention of the parties bound by this Agreement to seek to achieve the object of section 3(f) of the Act to prevent and eliminate discrimination in the workplace. This includes discrimination on the grounds of race, sex, marital status, disability, homosexuality, transgender identity and age.
- 5.2 It follows that in fulfilling their obligations under the dispute resolution procedure prescribed by this Agreement the parties have obligations to take all reasonable steps to ensure that the operation of the provisions of this Agreement are not directly or indirectly discriminatory in their effects. It will be consistent with the fulfilment of these obligations for the parties to make application to vary any provision of the Agreement which, by its terms or operation, has a direct or indirect discriminatory effect.
- 5.3 Under the *Anti-Discrimination Act 1977* (NSW), it is unlawful to victimise an employee because the employee has made or may make or has been involved in a complaint of unlawful discrimination or harassment.
- 5.4 Nothing in this clause is to be taken to affect:
  - (a) any conduct or act which is specifically exempted from anti-discrimination legislation;
  - (b) offering or providing junior rates of pay to persons under 21 years of age;
  - (c) any act or practice of a body established to propagate religion which is exempted under section 56(d) of the *Anti-Discrimination Act 1977* (NSW);

- (d) a party to the Agreement from pursuing matters of unlawful discrimination in any State or Federal jurisdiction.

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

#### NOTES-

- (a) Employers and employees may also be subject to Commonwealth anti-discrimination legislation.
- (b) Section 56(d) of the *Anti-Discrimination Act 1977* (NSW) provides:  
“Nothing in this Act affects ....any other act or practice of a body established to propagate religion that conforms to the doctrines of that religion or is necessary to avoid injury to the religious susceptibilities of the adherents of that religion”.

## 6. DEFINITIONS

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

For the purposes of this Agreement:

**Act** means the *Industrial Relations Act 1996* (NSW) (as amended).

**Child** includes the following:

- (a) an adopted child;
- (b) a stepchild;
- (c) an ex-nuptial child;
- (d) an adult child;
- (e) a foster child.

**Day worker** means an employee who works their ordinary hours from Monday to Friday inclusive and who commences work on such days at or after 6:00 a.m. and at or before 10:30 a.m., otherwise than as part of a shift system.

**De facto spouse** of an employee, means a person of the opposite sex (or of the same sex) to the employee who lives with the employee as the employee’s husband or wife (or partner) on a genuine domestic basis although not legally married to the employee.

**Eligible child** means in relation to an employee with whom the child is, or is to be, placed for adoption, a child who:

- (a) is (or will be) under the age of 18 years as at the day of placement or the proposed day of placement; and
- (b) has not (or will have not) previously lived continuously with the employee for a period of 6 months or more as at the day of placement or the proposed day of placement; and
- (c) is not a child or step-child of the employee or the employee’s spouse.

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

**Immediate family:** the following are members of an employee's immediate family:

- (a) a spouse, child, parent (including foster parent, legal guardian), grandparent, grandchild or sibling of the employee;
- (b) a child, parent (including foster parent, legal guardian), grandparent, grandchild or sibling of a spouse of the employee.

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

**NSW IRC** means the New South Wales Industrial Relations Commission.

**Nurses Board** means the Nurses and Midwives Board of NSW.

**Ordinary pay** of an employee includes base pay and any applicable over-agreement payments for ordinary hours of work. It does not include shift and weekend penalties or any other allowance not otherwise specified.

**Regular casual employee** (refer to sections 53 and 57 of the Act) means a casual employee:

- (a) who works for an employer on a regular and systematic basis for a sequence of periods of employment during a period of at least 12 months; and
- (b) who, but for an expected birth or an expected placement of a child, would have a reasonable expectation of continuing engagement by the employer on a regular and systematic basis.

**Regulations** mean the *Industrial Relations (General) Regulation 2001* (NSW), (as amended).

**Shift worker** means an employee who is not a day worker as defined.

**Spouse** includes the following:

- (a) a former spouse;
- (b) a de facto spouse;
- (c) a former de facto spouse.

**Union** means the Health Services Union and the New South Wales Nurses' Association.

## 7. COMPLETE AGREEMENT

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.

Without in any way limiting the operation and intention of this clause, any clause or term or provision of an award dealing with the matters set out in this Agreement (including incidental matters) are excluded and displaced in whole by this Agreement.

For the purposes of this clause, the terms "award" or "awards" include any applicable award or enterprise agreement.

## 8. NO EXTRA CLAIMS

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.

## 9. RELATIONSHIP TO POLICIES AND PROCEDURES

This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by the employer, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect the employer's ability to vary, revoke or establish any such policy or procedure from time to time.

## 10. AVAILABILITY OF AGREEMENT

A copy of this Agreement shall be displayed in the workplace.

## PART 2 - ENGAGEMENT

### 11. EMPLOYEE ENGAGEMENT

11.1 **Probation:** 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 one day's notice.

11.2 **Full-Time Employees:** A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week. The employee's ordinary hours of work will not exceed an average of 38 hours per week over a 4 week period. Although the actual hours of work may vary from week to week, with some weeks greater than 38 hours and other weeks less, the employee will not work in excess of 152 ordinary hours in any four week period.

#### 11.3 Permanent Part-Time Employees:

(a) A permanent part-time employee is one who is engaged as such and who is permanently appointed to work for a specified number of hours, which are less than those prescribed for a full-time employee.

(b) 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.

(c) Any adjusted contracted hours resulting from a review identified in sub-clause 11.3(b) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

#### 11.4 Casual Employees:



- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a permanent part-time employee.
- (b) Casual Conversion
  - (i) 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:
    - (A) on a full-time contract where the employee has worked on a full-time basis throughout the period of casual employment; or
    - (B) on a permanent part-time contract where the employee has worked on a permanent part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the employer and the employee.
  - (ii) The employer may consent to or refuse the request, but shall not unreasonably withhold agreement to such a request.
  - (iii) Casual conversion will not apply where a casual has covered absences of permanent staff that are expected to return to work.

#### 11.5 **Apprentices:**

- (a) In addition to the above categories, employees may be engaged as apprentices.
- (b) Apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering him or her fit to be a qualified worker in the industry.
- (c) 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.

#### 11.6 **Trainees:**

Trainees shall be employed in accordance with the provisions set out in Schedule C to this Agreement.

#### 11.7 **Recognition of Service and Experience**

- (a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Until such time as the employee furnishes any such documentation contemplated in sub-clause (a), the employer shall pay the employee at the level for which proof has been provided.
- (c) If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the employer shall pay the employee at the appropriate rate

as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.

- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the employer.
- (e) An employee who is working in the same classification for more than one organisation shall notify the employer within one month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.
- (g) 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.
- (h) For the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work.

## **12. PAY AND PAYMENT**

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

### **12.1 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 Column 1 of Table 1 of Schedule B to this Agreement.

### **12.2 Casual Employees**

The rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Column 1 of Table 1 of Schedule B to this Agreement. In addition, casual employees shall be paid a casual loading equal to 20 per cent of such rates of pay. This amount shall be the rate of pay for casual employees and is inclusive of compensation for annual leave. 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 sub-clause.

### **12.3 Apprentices**

The rates of pay in the appropriate employment classification for apprentices shall be the hourly rates of pay set out in Column 1 of Table 1 of Schedule B to this Agreement.

#### 12.4 **Trainees**

The rates of pay in the appropriate employment classification for trainees shall be the hourly rates of pay set out in Schedule C to this Agreement.

#### 12.5 **Live - in Housekeepers**

(a) The terms and conditions of this clause shall be in substitution for and not cumulative upon the following clauses: Clause 13 - Hours; Clause 16 - Overtime; Clause 17 - Shift and Weekend Work; Clause 18 - Public Holidays.

##### (b) **Live - in Housekeeper - Grade 1:**

The total weekly remuneration for a Live - in Housekeeper - Grade 1 shall be calculated as follows:

Total Weekly Rate = Weekly Rate for a Community Care Employee Grade 1  
+ All Incidents Loading

The All Incidents Loading for a Live - in Housekeeper - Grade 1 is calculated by obtaining 30% of the relevant weekly rate. The All Incidents Loading of 30% takes into account all incidents of employment inherent in the work and conditions of employment of Live - in Housekeepers, including but not limited to, the requirement to reside at the client's premises. Such tasks that are required to be performed by the employee will be performed at times of day, which are mutually agreed between the employer and the employee.

##### (c) **Live - in Housekeeper/Carer - Grade 2:**

The total weekly remuneration for a Live - in Housekeeper/ Carer - Grade 2 shall be calculated as follows:

Total Weekly Rate = Weekly Rate for a Employee Grade 2 + All Incidents Loading

The All Incidents loading for a Live - in Housekeeper/Carer - Grade 2 is calculated by obtaining 40% of the relevant weekly rate. The All Incidents Loading of 40% takes into account all incidents of employment inherent in the work and conditions of employment of Live - in Housekeepers, including but not limited to, the requirement to reside at the client's premises. The employee will normally perform duties at times of the day, which are mutually agreed between the employer and employee.

##### (d) **Live - in Housekeeper/Carer - Grade 3:**

The total remuneration for a Live - in Housekeeper/ Carer - Grade 3 shall be calculated as follows:

Total Weekly Rate = Weekly Rate for a Community Care Employee Grade 3  
+ All Incidents Loading

The Special Loading is calculated by obtaining 3.5% of the relevant weekly rate. The special loading is in recognition of all factors, including but not limited to, the special

pressures, responsibilities and climate inherent in the work of a Live - in Housekeeper Grade 3.

The All Incidents loading is calculated by obtaining 50% of the sum of the relevant weekly rate plus the Special Loading. The All Incidents Loading of 50% takes into account all incidents of employment inherent in the work and conditions of employment of Live - in Housekeepers, including but not limited to, the requirement to reside at the client's premises and to perform work, and be available for the performance of work at all such times of the day as the job and client's needs may require.

(e) **Wages - Daily Rates**

- (i) Permanent Part time Employees - The daily rate for a Live - in Housekeeper/Carer (any grade) shall be calculated as follows:

Daily Rate = Appropriate Weekly rate for Live - in Housekeeper ÷ 5

Provided that by mutual agreement up to three employees may be engaged as Live - in Housekeeper (any grade) per client. For the purpose of this sub-clause a day shall be defined as a period of 24 consecutive hours. The minimum payment for work done under this sub-clause shall be two days at the daily rate. Thereafter the minimum payment will be at the daily rate.

- (ii) Casual Employees - The casual rate for a Live - in Housekeeper/Carer (any grade) shall be calculated as follows:

Daily Rate = (Appropriate Weekly rate for Live - in Housekeeper + 20%) ÷ 5

For the purpose of this sub-clause a day shall be defined as a period of 24 consecutive hours. The minimum payment for work done under this sub-clause shall be one day at the daily rate. Work performed under this sub-clause shall be for relief, emergency and temporary purposes only.

## 12.6 Other Entitlements

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 17 - Shift and Weekend Work and Clause 18 - Public Holidays. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 12.2.
- (ii) A casual employee is entitled to overtime payment only when a casual works in excess of 38 hours per week or 76 hours per fortnight depending on the pay period. Overtime shall be paid in accordance with Clause 16 - Overtime. Such

payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 12.2.

- (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 14 - Rosters; Clause 20 - Annual Leave; Clause 19.9 Live-In; Clause 21 – Personal/Carer's Leave; Clause 25 - Repatriation Leave.

(d) **Apprentices**

- (i) Apprentices attending college for training shall be entitled to fares to and from home to college.
- (ii) 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 Table 2 of Schedule B 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 Table 2 of Schedule B to this Agreement if he or she passes each subsequent year.

## 12.7 **Increases of Pay and Other Entitlements**

- (a) The rates of pay set out in Column 1 of Table 1 of Schedule B to this Agreement will increase to the amounts and from the date specified in Column 2 of Table 1.
- (b) The other entitlements set out in Column 1 of Table 2 of Schedule B to this Agreement will increase to the amounts and from the date specified in Column 2 of Table 2.

## 12.8 **Payment of Wages**

- (a) Wages shall be paid weekly or fortnightly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution in New South Wales 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.
- (c) Where the services of an employee are terminated with due notice, all monies owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three working days.
- (d) 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 agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause 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.

## **12.9 Particulars of Wages**

On payday each employee shall be provided with a pay slip which complies with the relevant provisions of the Act (refer to Part 1 of Division 1 of Clause 7 of the Regulations), including the following particulars:

- (a) the name and Australian Business Number of the employer;
- (b) the name of the employee;
- (c) the classification of the employee;
- (d) the date on which the payment was made;
- (e) the period of employment to which the payment relates;
- (f) the gross amount of remuneration (including overtime and other payments);
- (g) the amount paid as overtime or such information as will enable the employee to calculate the amount paid as overtime;
- (h) the amount deducted for taxation purposes;
- (i) the amount deducted as employee contributions for superannuation purposes;
- (j) the particulars of all other deductions;
- (k) the net amount paid.

## **13. HOURS**

### **13.1 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 sub-clause. From time to time, employees may be required to work a reasonable amount of additional hours. All additional hours worked will be paid in accordance with this Agreement.

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:

- (a) any risk to employee health and safety that might reasonably be expected to arise if the employee worked the additional hours;
- (b) the employee's personal circumstances including any family responsibilities;
- (c) the operational requirements of the workplace;
- (d) the notice (if any) given by the employer of the additional hours and by the employee of his or her intention to refuse it;
- (e) whether any of the additional hours are on a public holiday; and

- (f) the employee's hours of work over the 4 weeks ending immediately before the employee is required or requested to work the additional hours.

### 13.2 Arrangement of Hours

- (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 6:00 a.m. and at or before 10:30 a.m.
- (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 hours of work prescribed in sub-clause (a) may be arranged as follows:
  - (i) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 28 calendar-day cycle; or
  - (ii) 190 hours per 35 calendar days to be arranged so that each employee shall not work their ordinary hours on more than 19 days in the 35 calendar-day cycle; or
  - (iii) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
  - (iv) 38 hours per week to be arranged so that each employee shall not work their ordinary hours on more than five days in the week; or
  - (v) as otherwise agreed in writing between the employer and the employee.
- (d) The ordinary hours of work for a permanent part-time employee will be a specified number of hours, which are less than those prescribed for a full-time employee. The specified number of hours may be balanced over a week or fortnight, provided that the average weekly hours worked shall be deemed to be the specified number of hours for the purposes of accrual of leave provided for by this Agreement. Provided further that there shall be no interruption to the continuity of employment merely by reason of an employee working on a "week-on", "week-off" basis in accordance with this sub-clause.
- (e) Each employee shall be entitled to not less than four full days in each fortnight free from duty or two full days in each week free from duty (rostered days off), and every effort shall be made for such rostered days off to be consecutive, unless otherwise agreed.
- (f) A Live-in Housekeeper shall after each five (5) consecutive days of duty, be entitled to two (2) consecutive days off provided that:
  - (i) Such days may accumulate to a limit of six (6) and in any case must be taken at the conclusion of such service.
  - (ii) Where it is mutually agreed between the employer and the employee that under such circumstances the days of duty should continue, such days may accumulate to a limit of eight (8) to be taken at the conclusion of such service.
  - (iii) Provided that the Live-in Housekeeper shall continue to receive the normal weekly wage during such days off.

- (g) Each shift shall consist of no more than 10 hours on a day shift or 11 hours on a night shift with not less than eight hours break between each shift; provided that an employee shall not work more than seven consecutive shifts unless the employee so requests and the employer agrees.
- (h) Full-time employees shall receive a minimum payment of four hours for each start in respect of ordinary hours of work.
- (i) Permanent part-time and casual employees, other than community care employees, shall receive a minimum payment of two hours for each start.
- (j) Permanent part time community care employees and casual community care employees shall receive a minimum of one hour for each engagement
- (k) Employees must receive a minimum break of eight (8) hours between ordinary rostered shifts, which are not broken shifts.
- (l) 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.
- (m)
  - (i) A Director of Nursing shall be free from duty for not less than nine days in each 28 consecutive days and such days free from duty may be taken in one or more periods.
  - (ii) If any of the days mentioned in sub-clause (i) cannot be taken by reason of emergency, such day or days shall be given and taken within 28 days of becoming due.
  - (iii) 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.
- (n) 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.

### 13.3 Allocated Days Off:

- (a) An employee whose ordinary hours of work are arranged in accordance with sub-clause 13.2(c)(i) and (ii) shall be entitled to an allocated day off (ADO) in each cycle of 28 days or 35 days as the case may be. 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 allocated day off duty on pay.
- (b) A full-time employee's allocated 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 sub-clause 13.2(e) and (f). Provided that allocated days off shall not be rostered on public holidays.
- (c) Where the employer and the employee agree, up to five (5) allocated days off may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.



- (d) No time towards an allocated 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.
- (e) Credit towards an allocated day off shall continue to accumulate whilst an employee is on paid personal/carers' leave. Where an allocated day off duty falls during a period of sick leave, the employee's available sick leave shall not be debited for that day.
- (f) Employees entitled to allocated days off duty in accordance with this sub-clause 13.3, 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 sub-clause 20.6; and
  - (ii) leave in accordance with clause 18 (Public Holidays).
- (g) 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.

#### 13.4 **Broken Shifts**

- (a) 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 sub-clauses 13.4(a)(i) and (ii).
    - (A) Where an employee has served a period of broken shifts in accordance with sub-clause (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.
- (b) A “broken shift” for the purposes of this sub-clause 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.
- (c) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (d) Where broken shifts are worked, employees shall receive the per shift allowance set out in Item 1 of Table 2 of Schedule B to this Agreement.
- (e) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 17 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (f) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double ordinary pay.

## 14. ROSTERS

- 14.1 (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 weeks prior to the commencing date of the first working period in any roster subject to sub-clause (b).
- (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) Sub-clause (a) 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.
- 14.2 (a) 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.
- (b) Sub-clause (a) 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 rostered days off in that week or four rostered days off in that fortnight, as the case may be.
- (c) Any alteration to the roster of hours of a day worker must be consistent with the definition of a day worker contained in Clause 6 - Definitions.
- 14.3 (a) Where a community care client cancels for reasons other than those outlined in sub-clause (b), 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 in (iv) above, the matter shall be resolved as per clause 37 - Grievance and Disputes Resolution procedure.
- (c) Notwithstanding the provisions in sub-clauses (b)(i) to (b)(v) inclusive, if after six 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 28 - Redundancy.

14.4 Where an employee is entitled to an allocated day off duty in accordance with clause 13 - Hours that allocated day off duty is to be shown on the roster of hours for that employee.

14.5 Each sleepover shall appear on the roster.

## **15. BREAKS**

15.1 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 10-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.

15.2 (a) Employees shall not be required to work more than six (6) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.

(b) 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.

(c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in housekeeper, the employer shall reimburse such reasonable amounts for same, upon proof of expenditure.

15.3 Notwithstanding the provisions of sub-clause 15.2, an employee required to work shifts in excess of 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.

15.4 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 Table 2 of Schedule B to this Agreement;

(b) the amount for lunch set out in Item 3 of Table 2 of Schedule B to this Agreement

(c) the amount for the evening meal set out in Item 4 of Table 2 of Schedule B to this Agreement.

## **16. OVERTIME**

16.1 All time worked by employees outside the ordinary hours in accordance with Clause 13 - Hours and Clause 14 - 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.

16.2 An employee must receive an eight or ten hour break between rostered shifts, in accordance

with Clause 13 - Hours. Where the next shift is due to commence before the employee has had their appropriate eight or ten 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 13 - 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 13 - Hours without loss of pay for working time occurring during such an absence.

16.3 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 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.

- (a) An employee recalled to work overtime pursuant to sub-clause 16.2 shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- (b) 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 Table 2 of Schedule B to this Agreement.

16.4 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.

16.5 All time worked by permanent part-time employees in excess of the hours prescribed in sub-clause 13.2(g) of this Agreement shall be paid for at overtime rates.

16.6 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:

- (a) 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.
- (b) 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.
- (c) 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.
- (d) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (e) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

## **17. SHIFT AND WEEKEND WORK**

17.1 Employees shall be paid the following percentages in addition to their ordinary pay, and where applicable, the 20% casual loading, for shifts rostered as follows:

- (a) 10% for afternoon shift commencing after 10:30 a.m. and before 1:00 p.m.
- (b) 12.5% for afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m.
- (c) 15% for night shift commencing at or after 4:00 p.m. and before 4:00 a.m.
- (d) 10% for night shift commencing at or after 4:00 a.m. and before 6:00 a.m.
- (e) Laundry staff working afternoon or night shift continuously from 30 September, 1993 shall be paid 20% in addition to the ordinary pay for such shift.

17.2 (a) Notwithstanding sub-clause 17.1, employees working less than the hours prescribed for a full-time employee within Clause 13 - 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.

(b) The employer may agree to the written request of an employee to work what would normally be a day shift job outside of day shift hours and not be paid any shift or weekend penalties.

- (i) No employee shall be coerced into requesting such a pattern of hours.
- (ii) An arrangement agreed under this sub-clause must not change or affect any other employee's number or pattern of working hours.
- (iii) The employee may opt out of an agreed arrangement under this sub-clause at any time by providing two weeks' written notice, in which case the employee shall revert to the original day shift roster and pattern of hours.

17.3 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.

These extra rates shall be in substitution for and not cumulative upon the shift allowances prescribed in the preceding sub-clauses 17.1 and 17.2.

17.4 Transitional Arrangements

Employees in receipt of a shift loading for working beyond 6 pm, prior to the introduction of this Agreement, will continue to receive the loading where their shift finishes at or before 7 pm for a maximum period of 12 months from the date this Agreement comes into operation or a shorter period if transferred to an alternative shift.

## **18. PUBLIC HOLIDAYS**

18.1 An employee is entitled to a day off on a public holiday, subject to subclause 18.2.

- 18.2 The employer may request an employee to work on a particular public holiday.
- 18.3 Public holidays shall be allowed to employees without loss of ordinary pay.
- 18.4 (a) For the purposes of this agreement, the following shall be deemed to be public holidays:
- (i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
  - (ii) 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 18.4(a)(i), then the substituted day or part-day is the public holiday.
- (b) Subject to subclause 18.5, any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.
- 18.5 In addition to those ten named public holidays specified in sub-clause 18.4(a)(i), 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 the day on which the August Bank Holiday is observed; or
  - (b) 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
  - (c) 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.
  - (d) 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, provided however that if no such election is duly made, the extra public holiday will be observed on the August Bank Holiday.
  - (e) 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 18.4(b).
- 18.6 It is the intention of this agreement that an employee will ordinarily be entitled to 11 public holidays per annum, being the ten named public holidays under subclause 18.4(a)(i) and the extra public holiday under subclause 18.4(b).

Example: An employee works full time in the local area of Newcastle. This employee would be entitled to the ten named public holidays under subclause 18.4(a)(i) and an extra public holiday under subclause 18.4(b), being either the (August Bank holiday) or (a day between Christmas and New Year) or (a local public holiday, e.g. Newcastle Show Day). Under no circumstances would this employee be entitled to either of the (August Bank holiday) or (a day between

Christmas and New Year) and (a local public holiday, e.g. Newcastle Show Day). However, where a special or additional public holiday is proclaimed and observed in Newcastle, as a 'one-off' additional or special public holiday, the employee would be entitled to that day as a public holiday under this agreement pursuant to subclause 18.4(b).

- 18.7 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 sub-clause 12.2.
- 18.8 Full-time 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.
- 18.9 The election referred to in subclause 18.7 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.

## 19. ALLOWANCES

### 19.1 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 Table 2 of Schedule B 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 Table 2 of Schedule B to this Agreement.
- (c) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

### 19.2 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 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 Table 2 of Schedule B 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) 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.
- (d) No payment shall be made under this sub-clause 19.2(b) and (c) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (e) Where community care employees are rostered to work with consecutive clients they shall be paid 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; provided that this payment shall not be made if the employee is being paid at the hourly rate of pay for the time between consecutive clients.

### 19.3 Uniforms Allowance

- (a) Subject to sub-clause (c) of this sub-clause, 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 Table 2 of Schedule B 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 Table 2 of Schedule B 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 Table 2 of Schedule B to this Agreement.
- (f) In lieu of supplying stockings where required to a female employee the employer shall pay the employee the weekly allowance set out in Item 14 of Table 2 of Schedule B to this Agreement.
- (g) In lieu of supplying socks where required to an employee the employer shall pay the employee the weekly allowance set out in Item 15 of Table 2 of Schedule B to this Agreement.
- (h) If, in any facility, the uniforms of an employee are not laundered at the expense of the



facility, the sum per week set out in Item 16 of Table 2 of Schedule B 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.

- (i) 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.
- (j) Each employee whose duties require them to work out of doors shall be supplied with overboots. Sufficient raincoats shall also be made available for use by these employees.
- (k) 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.
- (l) 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.

#### 19.4 **Sleepovers 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 for emergencies.
- (b) The following conditions shall apply to each night of sleepover:
  - (i) The span for a sleepover shall be not less than 8 hours nor more than 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 sub-clause 19.4(b)(iv).
- (vii) All time worked during any sleepover shall count as time worked and be paid for in accordance with the following provisions:
  - (A) All time worked by full-time employees during any sleepover shall be paid for at overtime rates.
  - (B) 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 eleven 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.
  - (C) 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.
  - (D) And provided further that where the employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of sub-clause (x) of this sub-clause will apply.
- (viii) 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.
- (ix) No employee shall be required to sleepover during any part of their rostered days off and/or allocated days off provided for in sub-clauses 13.2(e), 13.2(f) and 13.3.

- (x) 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 sub-clause, 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.
- (c) Nothing in this clause shall preclude the employer from rostering an employee to work shift work in lieu of undertaking sleepovers.

#### **19.5 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 allowance, for each period of 24 hours or part thereof, set out in Item 17 of Table 2 of Schedule B 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 18 of Table 2 of Schedule B to this Agreement, provided that no allowance shall be paid if, during a period of 24 hours, including such period of on call, the employee is entitled to receive the allowance prescribed in sub-clause 19.5(a).
- (c) Where an employee on call in accordance with sub-clause 19.5(a), leaves the residential aged care facility 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 Table 2 of Schedule B to this Agreement.
- (d) This sub-clause shall not apply to a Director of Nursing, Deputy Director of Nursing or Assistant Director of Nursing.

#### **19.6 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 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 19 of Table 2 of Schedule B 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 20 of Table 2 of Schedule B 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 21 of Table 2 of Schedule B 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 22 of Table 2 of Schedule B to this Agreement.
- (k) The allowances set out in sub-clauses 19.6 (g), (h), (i) and (j) are not included in the employee's ordinary rate of 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.

#### **19.7 Higher Duties Allowance**

- (a) Subject to sub-clauses (b), (c) and (d) of this clause, 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 sub clause (a) of this clause shall not apply where the employee of the higher classification is off duty pursuant to sub-clause 13.2(m) - Arrangement of Hours, 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 sub-clause (a) 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 sub-clause 13.2(m) - Arrangement of Hours.
- (d) Subject to sub-clauses (b) and (c) above, the provisions of sub-clause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

**19.8 Live-In**

Employees required to live in shall be provided with full board and lodging free of charge. Where, in these circumstances, employees are rostered off duty, other appropriate staff shall be available as required.

**19.9 Service Allowance**

- (a) All full-time employees (previously employed under the Charitable Aged and Disability Care Services (State) Award), appointed prior to 1 June, 1980, shall after 10 years' continuous service with the employer, be paid in addition to the rates prescribed in Schedule B - Pay, Other Rates and Allowances of this Agreement, a service allowance in the following manner:

For 10 years of service but less than 15 years	5%
For 15 years of service but less than 20 years	7½%
For 20 years of service and over	10%.

- (b) Payments due under this clause will be made on the usual pay day when other payments under this Agreement are made.
- (c) Continuous service with the employer prior to the commencement of this Agreement shall be taken into account when computing service for the purposes of this clause.
- (d) Continuous service shall be deemed not to have been broken by absence from the employer due to membership of the defence forces of the Commonwealth in time of war or during any period of special leave for members of the Military Reserve Forces.

**PART 3 - LEAVE**

**20. ANNUAL LEAVE**

**20.1 Entitlement to Annual Leave**

- (a) Employees are entitled to annual leave in accordance with the provisions of the *Annual Holidays Act 1944* (NSW).
- (b) Casual employees have no entitlement to annual leave.

**20.2 Accrual of Annual Leave**

- (a) An employee shall at the end of each year of employment by the employer become entitled to four (4) weeks annual leave at ordinary pay.
- (b) Annual leave shall accrue on a pro-rata basis.

**20.3 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 20.6 of this Agreement.

**20.4 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.
- (d) **Accumulated annual leave:** An employee must take an amount of annual leave during a particular period if:
  - (i) the employee is directed to do so by the employer; and
  - (ii) at the time that the direction is given, it has been more than six months after the date upon which the right to such leave accrued.

**20.5 Additional Annual Leave**

**(a) Counter Leave**

Full-time employees and permanent part-time employees who are rostered to work their ordinary hours on Sundays and/or public holidays shall be entitled to receive additional paid annual leave if, during each 12 month period of continuous service the employee has worked:

	<b>Full-time Employees</b>	<b>Permanent Part-time Employees</b>
3 shifts or less	Nil	Nil
4 - 10 shifts	one day	0.2 weeks
11 - 17 shifts	two days	0.4 weeks
18 - 24 shifts	three days	0.6 weeks
25 - 31 shifts	four days	0.8 weeks
32 or more shifts	five days	1 week.

Provided that an employee, entitled to additional annual leave by virtue of this sub-clause, may elect to be paid an amount equivalent to the value of his/her additional leave entitlements in lieu of taking the additional leave. Such election is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during the currency of that year of employment.

**(b) Live-in Housekeepers**

Live-in Housekeepers employed and paid as such shall accrue an additional week's paid annual leave for every twelve (12) months of continuous service, accrued on a pro-rata basis.

**20.6 Annual Leave Loading**

- (a) Employees shall be entitled to annual leave loading of 17.5% on four weeks of the appropriate weekly rate of pay, or shift allowances and weekend penalties as set out in sub-clause (b) of this clause, whichever is the greater.
- (b) A shift worker shall be paid whilst on annual leave his or her ordinary pay plus shift allowances and weekend penalties relating to ordinary time the shift worker would have worked if he/she had not been on annual leave. Provided that shift allowances and weekend penalties shall not be payable for public holidays which occur during a period of annual leave, for days which have been added to annual leave in accordance with the provisions of clause 18 - Public Holidays or clause 20.6(a) - Counter Leave of this Agreement.
- (c) No loading is payable where the annual leave is taken wholly or partly in advance, provided however, that if the employment of such an employee continues until their next anniversary date, the loading then becomes payable.
- (d) Where the employment of an employee is terminated for a cause other than misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall be paid the leave loading for such leave on termination. No leave loading is payable on pro-rata leave on termination.
- (e) Where the employment of an employee is terminated for misconduct and at the time of the termination the employee has not been given and has not taken the whole of the annual leave accrued as at their last anniversary date, they shall not be paid the leave loading for such leave on termination.

**20.7 Annual Leave and Service**

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

**21. PERSONAL/CARER'S LEAVE**

- 21.1 (a) Employees are entitled to personal leave in accordance with the provisions of this clause.
- (b) Casual employees have no entitlement to paid personal/carer's leave, but do have an entitlement to unpaid carer's leave.

**21.2 Meaning of Personal/Carer's Leave**

Personal/carer's leave is either:

- (a) paid leave (**sick leave**) taken by an employee because of a personal illness, or injury, of the employee; or
- (b) paid or unpaid leave (**carer's leave**) taken by an employee 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 injury, of the member; or
  - (ii) an unexpected emergency affecting the member.

### 21.3 **Accrual of Paid Personal/Carer's Leave**

- (a)
  - (i) An employee during his/her first year of employment with the employer shall accrue an amount of paid personal/carer's leave at the rate of 7.6 hours or pro rata thereof on the anniversary of each of the first three (3) months of continuous service.
  - (ii) Upon completion of four (4) months continuous service the employee shall be entitled to a further 53.2 hours or pro rata thereof personal/carer's leave.
- (b) A full-time employee shall be entitled to sick leave on ordinary pay by allowing 76 rostered ordinary hours of work for each year of continuous service.
- (c) Part-time employees shall be entitled to sick leave in the same proportion of seventy six hours as the average weekly hours worked over the preceding 12 months or from the time of the commencement of employment, whichever is the lesser, bears to 38 ordinary hours of one week for each year of continuous service. Such entitlements shall be subject to all the conditions applying to full-time employees.
- (d) Paid personal/carer's leave is cumulative.
- (e) No payment will be made in lieu of accumulated personal/carer's leave.
- (f) Casual employees have no entitlement to paid personal/carer's leave.

### 21.4 **Payment of Paid Personal/Carer's Leave**

- (a) If an employee takes paid personal/carer's leave during a period, the personal/carer's leave shall be paid at the employee's ordinary pay immediately before the period begins.
- (b) If an employee is working in two (2) different classifications, the personal/carer's leave shall be paid at the relevant pay for the classification the employee would have been working on the day.

### 21.5 **Unpaid Carer's Leave**

- (a) An employee is entitled to a period of up 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 during such a period because of:



- (i) a personal illness, or injury, of the member; or
  - (ii) an unexpected emergency affecting the member.
- (b) This entitlement extends to casual employees and the employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.
- (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.

## 21.6 Taking of Paid Sick Leave

- (a) An employee is entitled to use their paid personal/carer's leave entitlement as paid sick leave in accordance with this sub-clause.
- (b) An employee is not entitled to be paid sick leave whilst they are in receipt of workers' compensation payments; provided however, that where an employee is not in receipt of such full ordinary compensate rate, an employer shall pay to an employee who has available paid sick leave entitlements under this sub-clause, the difference between the amount received as workers' compensation and full pay.
- (c) Sub-clause (b) shall not apply where an employee unreasonably refuses to undergo a rehabilitation program.
- (d) **Sick Leave - Notice:** To be entitled to sick leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the sick leave has started) that the employee is (or will be) absent from his or her employment during the period because of a personal illness, or injury, of the employee.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

- (e) **Sick Leave - Documentary Evidence:** If the employer requires an employee to give the employer documentary evidence in relation to a period of sick leave taken (or to be taken) by the employee:
- (i) To be entitled to sick leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the sick leave has started):
    - (A) if it is reasonably practicable to do so - a medical certificate from a legally registered medical practitioner;
    - (B) if it is not reasonably practicable for the employee to give the employer a medical certificate - a statutory declaration made by the employee; and
  - (ii) The document must include a statement to the effect that:
    - (A) if the document is a medical certificate - in the registered medical practitioner's opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or

- (B) if the document is a statutory declaration - the employee was, is, or will be unfit for work during the period because of a personal illness or injury.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

## 21.7 Taking of Carer's Leave

- (a) An employee is entitled to use their paid personal/carer's leave entitlement as paid carer's leave in accordance with this sub-clause.
- (b) An employee who is entitled to a period of unpaid carer's leave is entitled to take the unpaid carer's leave as:
  - (i) a single, unbroken period of up to 2 days; or
  - (ii) any separate periods to which the employee and the employer agree.
- (c) **Carer's Leave - Notice:** To be entitled to carer's leave during a period, an employee must give the employer notice as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) that the employee requires (or required) leave during the period to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires (or required) care or support because of:
  - (i) a personal illness, or injury, of the member; or
  - (ii) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

- (d) **Carer's Leave - Documentary Evidence:** If the employer requires an employee to give the employer documentary evidence in relation to a period of carer's leave taken (or to be taken) by the employee:
  - (i) To be entitled to carer's leave during the period, the employee must give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started):
    - (A) if the care or support is required because of a personal illness, or injury, of the member - a medical certificate from a registered medical practitioner or a statutory declaration made by the employee;
    - (B) if the care or support is required because of an unexpected emergency affecting the member - a statutory declaration made by the employee; and
  - (ii) The document must include a statement to the effect that:
    - (A) if the document is a medical certificate - in the registered medical practitioner's opinion, the member had, has or will have a personal illness or injury during the period; or

- (B) if the document is a statutory declaration - 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:
  - (I) a personal illness, or injury, of the member; or
  - (II) an unexpected emergency affecting the member.

This requirement does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

#### **21.8 Personal/Carer's Leave and Service**

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

#### **22. COMPASSIONATE LEAVE**

22.1 (a) Employees are entitled to compassionate leave in accordance with the provisions of this clause.

- (b) Casual employees have no entitlement to paid compassionate leave. However casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. The employer agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this sub-clause. The rights of the employer to engage or not to engage a casual employee are otherwise not affected.

22.2 Compassionate leave is paid leave taken by an employee:

- (a) for the purposes of spending time with a person who:
  - (i) is a member of the employee's immediate family or a member of the employee's household; and
  - (ii) has a personal illness, or injury, that poses a serious threat to his or her life; or
- (b) after the death of a member of the employee's immediate family or a member of the employee's household.

22.3 An employee is entitled to a period of 2 days of compassionate leave (provided that where the employee is involved in funeral arrangements, travelling, etc., leave may be allowed for up to 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; or
- (b) sustains a personal injury that poses a serious threat to his or her life; or
- (c) dies.

- 22.4 However, the employee is entitled to compassionate leave only if the employee gives the employer any evidence that the employer reasonably requires of the illness, injury or death.
- 22.5 An employee who is entitled to a period of compassionate leave is entitled to take the compassionate leave as:
- (a) a single, unbroken period of 2 days; or
  - (b) 2 separate periods of 1 day each; or
  - (c) any separate periods to which the employee and the employer agree.
- 22.6 If an employee takes compassionate leave during a period, the compassionate leave shall be paid at the employee's ordinary pay immediately before the period begins.
- 22.7 A period of compassionate leave does not break an employee's continuity of service and compassionate leave counts as service for all purposes.

### 23. PARENTAL LEAVE

- 23.1 (a) Employees are entitled to parental leave in accordance with the provisions of the Act.
- (b) Casual employees have no entitlement to parental leave unless they are a regular casual employee.
- (c) Parental leave comprises maternity leave, paternity leave and adoption leave.

#### 23.2 Maternity Leave

Maternity leave comprises:

- (a) unpaid leave (**special maternity leave**) taken by an employee because:
  - (i) she is pregnant, and has a pregnancy-related illness; or
  - (ii) she has been pregnant, and the pregnancy has ended before the expected date of birth of the child otherwise than by the birth of a living child; or
- (b) a single, unbroken period of unpaid leave (**ordinary maternity leave**) taken in respect of the birth, or the expected birth, of a child of an employee (other than leave taken as special maternity leave or paid maternity leave); or
- (c) a single, unbroken period of paid leave (**paid maternity leave**) taken in respect of the birth, or the expected birth, of a child of an employee (other than leave taken as special maternity leave or ordinary maternity leave)

#### 23.3 Entitlement to Maternity Leave

- (a) An employee is entitled to maternity leave (other than paid maternity leave) if:
  - (i) she complies with the documentation requirements to the extent to which they apply to her; and
  - (ii) immediately before the expected date of birth of the child:

- (A) she is a full-time or permanent part-time employee and she has, or will have, completed at least 52 weeks of continuous service with the employer; or
  - (B) she is, or will be, a regular casual employee.
- (b) An employee who is eligible for maternity leave (other than paid maternity leave) under sub-clause (a) shall be entitled to paid maternity leave if she is a full-time or permanent part-time employee.

#### 23.4 **Period of Maternity Leave**

- (a) An eligible employee may take any or all of special maternity leave, ordinary maternity leave or paid maternity leave.
- (b) The maximum total amount of maternity leave (including special maternity leave, ordinary maternity leave, and paid maternity leave) to which an employee is entitled in relation to the birth of a child is 52 weeks, less an amount equal to the total amount of related authorised leave taken:
  - (i) by the employee before or after the maternity leave; and
  - (ii) by the employee's spouse before, during or after the maternity leave.
- (c) **Special maternity leave:** An eligible employee is not entitled to a period of special maternity leave longer than the period stated in a medical certificate given to the employer pursuant to sub-clause 23.6(a). A period of special maternity leave must end before the employee starts any continuous period of leave including (or constituted by) ordinary maternity leave or paid maternity leave.
- (d) **Paid maternity leave:** Subject to sub-clause 23.6(b), a full-time or permanent part-time employee who is eligible for maternity leave shall be entitled to nine (9) weeks paid maternity leave at ordinary pay from the date the paid maternity leave commences.

#### 23.5 **Transfer to a Safe Job**

- (a) Subject to compliance with the provisions of section 70 of the Act:
  - (i) If an eligible employee gives the employer a medical certificate stating that the employee is fit to work, but that it is inadvisable for her to continue in her present position, then
    - (A) if the employer thinks it to be reasonably practicable to transfer the employee to a safe job - the employer must transfer the employee to the safe job, with no other change to the employee's terms and conditions of employment; or
    - (B) if the employer does not think it to be reasonably practicable to transfer the employee to a safe job the employee may take paid leave immediately, or the employer may require the employee to take any available paid sick leave or paid maternity leave immediately, for a period ending at the time stated in the medical certificate.

- (ii) If the employee takes paid leave under this clause during a period, the paid leave shall be paid at the employee's ordinary pay immediately before the period begins.
- (b) Any period of paid maternity leave taken by an employee pursuant to sub-clause 23.5(a) shall be deducted from the employee's entitlement to paid maternity leave set out in sub-clause 23.4(d).

### **23.6 Maternity Leave - Documentation**

#### **(a) Special Maternity Leave**

To be entitled to special maternity leave during a period, an eligible employee must give the employer, at the required time, a medical certificate containing the required information in accordance with section 71 of the Act.

#### **(b) Ordinary Maternity Leave and Paid Maternity Leave**

To be entitled to ordinary maternity leave and/or paid maternity leave during a period, an eligible employee must give the employer, at the required time, a written application, a medical certificate and a statutory declaration (if applicable) containing the required information in accordance with section 58 of the Act.

### **23.7 Taking of Maternity Leave**

- (a) Subject to sub-clause (c), an eligible employee may start a continuous period of leave including (or constituted by) maternity leave to which she is entitled at any time within 6 weeks before the expected date of birth of the child.
- (b) Subject to sub-clause (c), a continuous period of leave including (or constituted by) maternity leave must include a period of leave of at least 6 weeks starting from the date of birth of the child.
- (c) If the employee continues to work during the period of 6 weeks before the expected date of birth, the employer may ask the employee to give the employer a medical certificate containing the following statement or statements:
  - (i) a statement of whether the employee is fit to work;
  - (ii) if, in the opinion of the medical practitioner, the employee is fit to work—a statement of whether it is inadvisable for the employee to continue in her present position for a stated period because of:
    - (A) illness, or risks, arising out of the pregnancy; or
    - (B) hazards connected with the position.

### **23.8 Variation of Period of Ordinary Maternity Leave**

- (a) The period of ordinary maternity leave may be extended or shortened in accordance with sections 64 and 65 of the Act.
- (b) The effect on ordinary maternity leave of the end of the pregnancy otherwise than by the birth of a living child is set out in section 61 of the Act and as follows:

- (i) Miscarriages – (Defined as less than 20 weeks gestation)

In the event of a miscarriage any absence from work is to be covered by the current personal/carer's leave provisions.

- (ii) Stillbirth (defined as equal to or greater than 20 weeks gestation)

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take personal/carer's leave, subject to production of a medical certificate, or maternity leave.

- (c) The effect on ordinary maternity leave of an employee giving birth to a living child that later dies is set out in section 61 of the Act and as follows:

- (i) Neonatal Death

In the case of a neonatal death, an employee may elect to take sick leave, subject to production of a medical certificate, or maternity leave.

### **23.9 Employee's Right to Terminate**

An employee has the right to terminate her employment during a period of maternity leave.

### **23.10 Return to Work - Maternity Leave**

- (a) An eligible employee who has given the required written notice is entitled to return to work in accordance with section 66 of the Act.
- (b) An eligible employee may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
  - (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
  - (ii) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
  - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
  - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
  - (v) Full-time employees who return to work under this arrangement remain full-time employees.

### **23.11 Replacement Employee - Maternity Leave**

Before the employer engages an employee (the replacement) to do the work of another employee because the other employee is taking a continuous period of leave including (or

constituted by) maternity leave, the employer must inform the replacement of the matters set out in section 69 of the Act including that the engagement to do that work is temporary.

### 23.12 Right to Request

- (a) An employee entitled to maternity leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid maternity and parental leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid maternity leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of maternity leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

The employee's request and the employer's decision made under Clauses sub-clauses (a)(ii) and (a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 23.10(b) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from maternity leave.

### 23.13 Paternity Leave

Paternity leave comprises:

- (a) a single, unbroken period of unpaid leave (**short paternity leave**) of up to one (1) week taken by a male employee within the week starting on the day his spouse begins to give birth; or
- (b) a single, unbroken period of unpaid leave (**extended paternity leave**), other than short paternity leave, taken by a male employee after his spouse gives birth to a living child so that the employee can be the child's primary care-giver; or
- (c) a single, unbroken period of paid leave (**paid paternity leave**) of one week in any one year at ordinary pay taken by a male employee and which must commence within four weeks of the birth of the child.

### 23.14 Entitlement to Paternity Leave



- (a) An employee is entitled to paternity leave (other than paid paternity leave) if:
  - (i) he complies with the documentation requirements to the extent to which they apply to him; and
  - (ii) immediately before the first day on which the paternity leave is, or is to be, taken:
    - (A) he is a full-time or permanent part-time employee and he has, or will have, completed at least 52 weeks of continuous service with the employer; or
    - (B) he is, or will be, a regular casual employee.
- (b) An employee who is eligible for paternity leave (other than paid paternity leave) under sub-clause (a) shall be entitled to paid paternity leave if he is a full-time or permanent part-time employee.

### 23.15 Period of Paternity Leave

- (a) An eligible employee may take extended paternity leave and either short paternity leave or paid paternity leave but not both.
- (b) The maximum total amount of paternity leave (including short paternity leave, extended paternity leave and paid paternity leave) to which an employee is entitled in relation to the birth of a child by his spouse is 52 weeks, less an amount equal to the total amount of related authorised leave taken:
  - (i) by the employee before or after the paternity leave; and
  - (ii) by the spouse before, during or after the paternity leave.
- (c) An eligible employee may take short paternity leave or paid paternity leave in relation to the birth of a child by his spouse while the spouse is taking any authorised leave, including maternity leave (if any), in relation to the birth.
- (d) A period of extended paternity leave taken by an employee in relation to the birth of a child by his spouse must not include any period during which the spouse is taking maternity leave, or any other authorised leave of the same type as maternity leave, because of the birth.

### 23.16 Paternity leave - Documentation

#### (a) Paternity Leave

To be entitled to paternity leave (short paternity leave, extended paternity leave and paid paternity leave) during a period, an eligible employee must give the employer, at the required time, a medical certificate containing the required information, in accordance with section 58 of the Act.

#### (b) Short Paternity Leave or Paid Paternity Leave

To be entitled to short paternity leave or paid paternity leave during a period, an eligible employee must also give the employer, at the required time, a written application containing the required information, in accordance with section 58 of the Act.

(c) **Extended Paternity Leave**

To be entitled to extended paternity leave during a period, an eligible employee must also give the employer, at the required time, a written application and a statutory declaration (if applicable) containing the required information, in accordance with section 58 of the Act.

**23.17 Taking of Paternity Leave**

(a) **Short Paternity Leave or Paid Paternity Leave**

An employee may take short paternity leave or paid paternity leave to which he is entitled at any time within the week starting on the day his spouse begins to give birth.

(b) **Extended Paternity Leave**

An employee may take extended paternity leave to which he is entitled at any time within 12 months after the date of birth of the child.

**23.18 Variation of Period of Paternity Leave**

(a) The period of extended paternity leave may be extended or shortened in accordance with sections 64 and 65 of the Act.

(b) The effect on ordinary paternity leave of the end of the pregnancy of the employee's spouse otherwise than by the birth of a living child is set out in section 61 of the Act and as follows:

(i) Miscarriages – (Defined as less than 20 weeks gestation)

In the event of a miscarriage any absence from work is to be covered by the current personal/carer's leave provisions.

(ii) Stillbirth (defined as equal to or greater than 20 weeks gestation)

In the case of a stillbirth, (as classified by the Registry of Births, Deaths and Marriages) an employee may elect to take personal/carer's leave, subject to production of a medical certificate, or paternity leave.

(c) The effect on paternity leave of an employee's spouse giving birth to a living child that later dies is set out in section 61 of the Act and as follows:

(i) Neonatal Death

In the case of a neonatal death, an employee may elect to take personal/carer's leave, subject to production of a medical certificate, or paternity leave.

**23.19 Employee's Right to Terminate**

An employee has the right to terminate his employment during a period of paternity leave.

**23.20 Return to Work - Paternity Leave**

- (a) An eligible employee who has given the required written notice is entitled to return to work in accordance with section 66 of the Act.
- (b) An eligible employee may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
  - (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
  - (ii) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
  - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
  - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
  - (v) Full-time employees who return to work under this arrangement remain full-time employees.

#### **23.21 Replacement Employee - Extended Paternity Leave**

Before the employer engages an employee (the replacement) to do the work of another employee because the other employee is taking a continuous period of leave including (or constituted by) extended paternity leave, the employer must inform the replacement of the matters set out in section 69 of the Act including that the engagement to do that work is temporary.

#### **23.22 Right to Request**

- (a) An employee entitled to paternity leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid maternity and paternity leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid paternity leave for a further continuous period of leave not exceeding 12 months;
  - (iii) to return from a period of paternity leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

- (b) The employer shall consider the request having regard to the employee's circumstances and, provided the request is genuinely based on the employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect on the workplace or the employer's business. Such grounds might include

cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clauses sub-clauses (a)(ii) and (a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 23.20(b) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from paternity leave.

### 23.23 Adoption Leave

Adoption leave comprises:

- (a) a single, unbroken period of unpaid leave (**short adoption leave**) of up to three (3) weeks taken by an employee within the three (3) weeks starting on the day of placement of an eligible child with the employee for adoption; or
- (b) a single, unbroken period of unpaid leave (**extended adoption leave**), other than short adoption leave, taken by an employee after the day of placement of an eligible child with the employee for adoption so that the employee can be the child's primary care-giver; or
- (c) a single, unbroken period of paid leave (**paid adoption leave**) of nine (9) weeks at ordinary pay from and including the day of placement of an eligible child with the employee for adoption.

### 23.24 Entitlement to Adoption Leave

- (a) An employee is entitled to adoption leave (other than paid adoption leave) if:
  - (i) he or she complies with the documentation requirements to the extent to which they apply to him; and
  - (ii) immediately before the first day on which the adoption leave is, or is to be, taken:
    - (A) the employee is a full-time or permanent part-time employee and he or she has, or will have, completed at least 52 weeks of continuous service with the employer; or
    - (B) the employee is, or will be, a regular casual employee.
- (b) An employee who is eligible for adoption leave (other than paid adoption leave) under sub-clause (a) shall be entitled to paid adoption leave subject to sub-clause 23.26(c) if he or she is a full-time or permanent part-time employee.

### 23.25 Period of Adoption Leave

- (a) An eligible employee may take extended adoption leave and either short adoption leave or paid adoption leave but not both.

- (b) The maximum total amount of adoption leave (including short adoption leave, extended adoption leave and paid adoption leave) to which an employee is entitled in relation to a placement is 52 weeks, less an amount equal to the total amount of related authorised leave taken:
  - (i) by the employee before or after the adoption leave; and
  - (ii) by the spouse before or after the adoption leave.
- (c) An eligible employee may take short adoption leave or paid adoption leave in relation to the placement of a child while his or her spouse is taking any authorised leave, including adoption leave (if any), in relation to the placement.
- (d) A period of extended adoption leave taken by an employee in relation to the placement of a child with the employee or the employee's spouse must not include any period during which the spouse is taking adoption leave, or any other authorised leave of the same type as adoption leave, because of the placement.

### 23.26 **Special Adoption Leave**

- (a) This clause applies if an employee is seeking to obtain approval to adopt an eligible child.
- (b) The employee is entitled to a period of up to 2 days unpaid leave (**special adoption leave**) to attend any interviews or examinations required to obtain the approval.
- (c) However, the employee is not entitled to take a period of pre-adoption leave if:
  - (i) the employee could take other authorised leave instead for the same period; and
  - (ii) the employer directs the employee to take such leave for the period.
- (d) An employee who is entitled to a period of pre-adoption leave is entitled to take the leave as:
  - (i) a single, unbroken, period of up to 2 days; or
  - (ii) any separate periods to which the employee and the employer agree.

### 23.27 **Adoption leave - Documentation**

#### (a) **Adoption Leave**

To be entitled to adoption leave (short adoption leave, extended adoption leave and paid adoption leave) during a period, an eligible employee must give the employer:

- (i) at the required time, a written notice containing the required information, in accordance with section 58 of the Act; and
- (ii) at the required time, the documents containing the required information, in accordance with section 58 of the Act

#### (b) **Short Adoption Leave or Paid Adoption Leave**

To be entitled to short adoption leave or paid adoption leave during a period, an eligible employee must also give the employer, at the required time, a written application containing the required information, in accordance with section 58 of the Act.

(c) **Extended Adoption Leave**

To be entitled to extended adoption leave during a period, an eligible employee must also give the employer, at the required time, a written application containing the required information, in accordance with section 58 of the Act.

## 23.28 Taking of Adoption Leave

(a) **Short Adoption Leave or Paid Adoption Leave**

An employee may take short adoption leave or paid adoption leave to which he or she is entitled at any time within the period of three (3) weeks starting on the day of placement of the child.

(b) **Extended Adoption Leave**

An employee may take extended adoption leave to which he or she is entitled at any time within 12 months after the day of placement of the child.

(c) **Concurrent Leave Taken by Spouse**

(i) **Short Adoption Leave**

An employee may take short adoption leave while his or her spouse is taking any authorised leave, including adoption leave (if any), in relation to a placement of a child.

(ii) **Extended Adoption Leave**

A period of extended adoption leave taken by an employee must not include any period during which his or her spouse is taking adoption leave, or any other authorised leave of the same type as adoption leave, because of the placement of the child.

(iii) **Paid Adoption Leave**

Subject to this sub-clause, an employee may take paid adoption leave while his or her spouse is taking any authorised leave, including adoption leave (if any), in relation to a placement of a child.

However, where both the adoptive parents are employed by the employer, only one period of paid adoption leave may be taken between them. The one period of paid adoption leave may be taken in whole or in part by either adoptive parent. Paid adoption leave may only be taken by both adoptive parents at the same time with the prior written approval of the employer.

## 23.29 Variation of Period of Adoption Leave

- (a) The period of extended adoption leave may be extended or shortened in accordance with sections 64 and 65 of the Act.

- (b) The effect on adoption leave of a placement of a child not proceeding is set out in section 61 of the Act.

### **23.30 Employee's Right to Terminate**

An employee has the right to terminate his or her employment during a period of adoption leave.

### **23.31 Return to Work - Adoption Leave**

- (a) An eligible employee who has given the required written notice is entitled to return to work in accordance with section 66 of the Act.
- (b) An eligible employee may make application to their employer to return to duty for less than the full-time hours they previously worked by taking weekly leave without pay. Such return to work is to be according to the following principles:
  - (i) the period is to be limited to twelve months after which the full-time duties must be resumed;
  - (ii) the employee is to make an application for leave without pay to reduce their full-time weekly hours of work. This application should be made as early as possible to enable the employer to make suitable staffing arrangements. At least four weeks' notice must be given;
  - (iii) the quantum of leave without pay to be granted to individual employees is to be at the absolute discretion and convenience of the employer;
  - (iv) salary and conditions of employment are to be adjusted on a basis proportionate to the employee's full-time hours of work, that is for long service leave the period of service is to be converted to the full-time equivalent and credited accordingly.
  - (v) Full-time employees who return to work under this arrangement remain full-time employees.

### **23.32 Replacement Employee - Extended Adoption Leave**

Before the employer engages an employee (the replacement) to do the work of another employee because the other employee is taking a continuous period of leave including (or constituted by) extended adoption leave, the employer must inform the replacement of the matters set out in section 69 of the Act including that the engagement to do that work is temporary.

### **23.33 Right to Request**

- (a) An employee entitled to adoption leave may request the employer to allow the employee:
  - (i) to extend the period of simultaneous unpaid adoption leave use up to a maximum of eight weeks;
  - (ii) to extend the period of unpaid adoption leave for a further continuous period of leave not exceeding 12 months;

- (iii) to return from a period of adoption leave on a part-time basis until the child reaches school age;

to assist the employee in reconciling work and parental responsibilities.

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

- (c) Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under Clauses sub-clauses (a)(ii) and (a)(iii) must be recorded in writing.

- (d) Request to return to work part-time

Where an employee wishes to make a request under Clause 23.31(b) such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from adoption leave.

#### **23.34 Communication During Parental Leave**

- (a) Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:
  - (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and
  - (ii) provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.
- (b) The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return or other contact details which might affect the employer's capacity to comply with sub-clause(a).
- (c) The employee shall also notify the employer of changes of address or other contact details which might affect the employer's capacity to comply with paragraph (a).

#### **23.35 Parental Leave and Service**

Except in the case of employees who have completed ten years service the period of unpaid parental leave does not count as service for long service leave purposes. Where the employee has completed ten years service the period of unpaid parental leave shall count as service for long service leave purposes provided such leave does not exceed six months.

### **24. LONG SERVICE LEAVE**



- 24.1 An employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW) provided that should there be any inconsistency between that legislation and the provisions of this Agreement, the provisions referred to or set out in this Agreement shall be overridden to the extent that it is less favourable than the legislation as varied.
- 24.2 (a) Each employee shall be entitled to two months long service leave on ordinary pay after ten years' service; thereafter additional long service leave shall accrue on the basis of five months long service leave for each ten years' service. This additional leave may be taken on a pro-rata basis each five years after completing the initial 10 year period of service.
- (b) Where the services of an employee with at least five 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 months for ten years service.
- 24.3 For the purpose of sub-clause 24.2:
- (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 sub-clause 24.6.
- 24.4 (a) 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.
- (b) 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.
- 24.5 (a) 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.
- (b) Where an employee who has acquired a right to long service leave, or after having had five years' service and less than ten years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of the employer, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or

which would have accrued to such employee had his or her services terminated as referred to in sub-clause 24.2(b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.

Where there is a guardian of any children entitled under this sub-clause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.

Where there is no person entitled under this sub-clause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.

- 24.6 Full-time and permanent part-time employees shall be entitled to have previous part-time service as a part-time worker which is the equivalent of at least two full days' 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 hours up until 30 April, 1985 and bears to thirty-eight 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.
- 24.7 Where an employee has been granted a period of long service leave prior to the coming into force of this Agreement, the amount of such leave shall be debited against the amount of leave due under this Agreement.
- 24.8 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.

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

## **25. REPATRIATION LEAVE**

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

25.2 Employees are to provide the employer with documentary evidence as to the attendance prior to the payment of special leave being granted.

## 26. LEAVE WITHOUT PAY

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

26.2 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 therefrom) 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 27 - Termination of Employment and clause 28 - Redundancy.

## PART 4 - OTHER PROVISIONS

### 27. TERMINATION OF EMPLOYMENT

27.1. Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the employer will:

- (a) inform the employee that the termination of their employment is being considered;
- (b) advise the employee of the reasons for termination; and
- (c) provide the employee with an opportunity to show cause why their employment should not be terminated.

27.2 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 present. The witness may be eg a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

27.3 Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by the employer or forfeiture by the employee of wages in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified. The employment of an employee on probation shall be terminated in accordance with sub-clause 11.1, and sub-clause 27.4 shall not apply to such employee.

27.4 Notice of termination by the employer:

(a)	(i)	<u>Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
		1 year or less	1 week
		More than 1 year but not more than 3 years	2 weeks
		More than 3 years but not more than 5 years	3 weeks
		More than 5 years	4 weeks

- (ii) A Director of Nursing shall be entitled to four weeks notice.
- (iii) A Care Service Employee Grade 5 shall be entitled to four weeks notice.
- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one week's notice if the employee has completed at least two years continuous service for the employer.
- (c) Casuals are to be given notice to the end of the current shift worked.

27.5 Notice by employee -

- (a) Subject to sub-clauses 27.5(b), (c) and (d), employees shall give the employer one week's notice of termination in writing.
- (b) A Director of Nursing shall give four (4) weeks notice of termination in writing.
- (c) A Care Service Employee Grade 5 shall give four (4) weeks notice of termination in writing.
- (d) Casuals shall only be required to give notice to the end of the current shift worked.

27.4 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.

27.5 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.

27.6 **Abandonment of Employment**

Where an employee is absent from work for a continuous period of two 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 days of the receipt of such a request, the employee will be considered to have abandoned employment.

**28. REDUNDANCY**

28.1 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.

28.2 Introduction of Change

- (a) Where the Employer proposes a change that may result in the termination of an employee's employment or any other significant effect on the employee, the Employer will notify the employee regarding the proposed change and its possible effect on his or her employment. The Employer will meet with the employee to discuss the proposed change and any proposals that may mitigate the effects of the proposed change. The employee may bring a representative, including a union representative, to any meeting.

- (b) For the purposes of this clause, a 'significant effect' is defined as follows:
- (i) A reduction in hours and / or remuneration, or
  - (ii) A proposed change to an employee's classification or major change in his/her duties, or
  - (iii) Relocation / redeployment to another site.

28.3 Redundancy occurs where the employer has made a definite decision that the employer no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

28.4 Unless the NSW IRC subsequently orders otherwise pursuant to sub-clause 28.5, where the employment of an employee is to be terminated for the reason set out in sub-clause 28.3, the employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

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

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

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

- (c) "Weeks pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances as prescribed in sub-clauses 17.1 and 17.2 - Shift and Weekend Work;
- (ii) weekend penalties as prescribed in sub-clause 17.3 - Shift and Weekend Work;
- (iii) broken shift allowances as prescribed in clause 13.4 - Broken Shifts;
- (iv) sleepover allowances as prescribed in clause 19.4 - Sleepovers;

- (v) apprentices' TAFE examination allowances as prescribed in clause 12.6(d) - Other Entitlements.

28.5 Subject to an application by the employer and further order of the NSW IRC the employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 28.4. The NSW IRC shall have regard to such financial and other resources of the employer concerned as the NSW IRC thinks relevant, and the probable effect paying the amount of retrenchment pay in the sub-clause 28.4 will have on the employer. Provided that where a Deputy Director of Nursing or Assistant Director of Nursing has their position made redundant and they are offered an alternative position at a lower rate of pay which they do not accept, they shall be paid the full entitlement contained in sub-clause 28.4 and the employer may not make application to the NSW IRC under this sub-clause.

## **29. WORKLOAD MANAGEMENT**

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

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

- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
- (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
- (c) If a solution still cannot be identified and implemented, the matter should be referred to the Facility 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.

29.3 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; and
- (g) Budgetary considerations.

29.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 38 - Grievance and Disputes Resolution Procedures.. Arbitration of workload management issues may only occur by agreement of all parties.

### **30. LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

30.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.

30.2 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.

30.3 Any direction issued by the employer pursuant to sub-clauses 30.1 and/or 30.2 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.

30.4 Where an employer has decided there is no longer a requirement for a Deputy Director of Nursing or an Assistant Director of Nursing to be appointed in a workplace, 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.

### **31. REMUNERATION PACKAGING**

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 in sub-clause (b) 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 in sub-clause (e) below shall continue to apply;
- (e) where packaging arrangements apply, the employer and employee may by mutual agreement delete the application of certain Agreement clauses, excepting Clauses 18 - Public Holidays, 20 - Annual Leave, 21 - Personal/Carer's Leave, 23 - Parental Leave, 24 - Long Service Leave, and 38 - Grievance and Disputes Resolution Procedures;
- (f) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;
- (g) a copy of the agreement shall be made available to the employee;

- (h) the employee shall be entitled to inspect details of the payments made under the terms of this agreement;
- (i) the configuration of the remuneration package shall remain in force for the period agreed between the employee and the employer;
- (j) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between the employer and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (k) 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;
- (l) 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;
- (m) 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 sub-clause (b) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (n) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

## **32. SUPERANNUATION**

- 32.1 The employer will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- 32.2 An 'approved fund' means:
- (a) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
  - (b) the Health Industry Plan;
  - (c) the First State Super;
  - (d) the Health Super; or
  - (e) any agreed complying superannuation fund; provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- 32.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 32.4 Should an employee fail to nominate a fund, the employer will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.



32.5 The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include ordinary time worked on public holidays and public holiday loadings.

### 32.6 Contributions

The employer shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at the time that employees receive their annual group certificates.

### 32.7 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) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the 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

## 33. ATTENDANCE AT MEETINGS

Any employee required to attend Occupational Health and Safety Committee and/or Board of Management 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.

## 34. TRAINING

34.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities.

34.2 Each employee shall provide to the employer details of their attendance at training and the employer shall keep a record of this attendance.

- 34.3 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.
- 34.4 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 16 - 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 sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
  - (e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule B to this Agreement.
  - (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 13 - 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 sub-clause 13.2(k) - Hours, sub-clause 16.2 - 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 or ten hour break between shifts.

## **35. AMENITIES**

- 35.1 The minimum standards as set out in all relevant occupational health and safety legislation shall be met in the provision of amenities to employees.
- 35.2 Such amenities may include:
- (a) change rooms and lockers;
  - (b) meal room;
  - (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
  - (d) rest room;
  - (e) washing and bathing facilities;

- (f) sanitary conveniences; and
- (g) safe and secure workplace.

35.3 Sub-clauses 35.1 and 35.2 shall not apply to community care employees.

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

### **36. INSPECTION OF LOCKERS**

Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of the employer and an employee representative where practicable, otherwise by any two officers appointed by the employer for that purpose.

### **37. UNION REPRESENTATIVES**

An employee appointed Union representative shall, upon notification thereof in writing to the organisation, within 14 days of such appointment, or as soon as practicable thereafter, be recognised as the accredited representative of the Union and shall have:

37.1 the necessary time, during working hours, to interview the employer on matters affecting employees;

37.2 the right to request reasonable time off to attend a union function and that the employer will not unreasonably refuse such request. Such leave will be unpaid provided that if the employer agrees, the employee may elect to take annual leave or other available leave;

37.3 the right, following consultation with the employer, to reasonable paid time during normal working hours to consult with union members.

### **38. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES**

In relation to any matter that may be in dispute between the employer and employee to this Agreement, except matters relating to the actual or threatened termination of employment of the employee, the parties:

38.1 will attempt to resolve the matter at the workplace level, including, but not limited to:

(a) the employee and his or her supervisor meeting and conferring on the matter; and

(b) if the matter is not resolved at such a meeting, the parties arranging further discussions involving more senior levels of management (as appropriate);

38.2 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;

38.3 agree that failing responsible attempts to resolve the matter in accordance with subclause 38.1 above, either party may request the matter be referred to mediation or other alternative dispute

resolution process to be conducted by a person agreed between the parties in dispute on the matter. In the event that the parties cannot agree on an alternative dispute resolution provider the NSW IRC will be used;

- 38.4 agree that if either party refers the matter to alternative dispute resolution both parties will participate in the alternative dispute resolution process in good faith; and acknowledge the right of either party to appoint in writing, another person to act on behalf of the party in relation to the alternative dispute resolution process; and
- 38.5 agree that during the time when the parties attempt to resolve the matter:
- (a) the parties continue to work in accordance with their contract of employment unless the employee has a reasonable concern about an imminent risk to his or her health or safety; and
  - (b) subject to relevant provisions of the state occupational health and safety law, even if the employee has a reasonable concern about an imminent risk to his or her health or safety, the employee must not unreasonably fail to comply with a direction by his or her employer to perform other available work, whether at the same workplace or another workplace, that is safe and appropriate for the employee to perform; and
  - (c) the parties must cooperate to ensure that the dispute resolution procedures are carried out as quickly as is reasonably possible.

**EXECUTION:**

Signed for and on behalf of the employer by its duly authorised officer:

Signed for the employer: .....

Print Name: .....

Authority: .....

Signed by witness: .....

Print Name: .....

Address: .....

.....

Date: .....

Signed for and on behalf of the Health Services Union by its duly authorised officer:

Signed for the Union: .....

Print Name: .....

Authority: .....

Signed by witness: .....

Print Name: .....

Address: .....

.....

Date: .....

Signed for and on behalf of the New South Wales Nurses' Association by its duly authorised officer:

Signed for the Association: .....

Print Name: .....

Authority: .....

Signed by witness: .....

Print Name: .....

Address: .....

.....

Date: .....

## SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

### I. GENERAL EMPLOYMENT CLASSIFICATIONS

### II. NURSES' EMPLOYMENT CLASSIFICATIONS

### III. PROFESSIONAL PARAMEDICAL & SOCIAL WORKER CLASSIFICATIONS

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### I. 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 with less than 500 hours work experience in this 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 - New Entrant - Care Stream:** Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

**Typical Duties - New Entrant - Support Stream:** General assistance to higher grade employees in the full range of domestic duties.

**Typical Duties - New Entrant - Maintenance Stream:** General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

**1.2 Care Service Employee Grade 1** means an employee who has 500 hours work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. A Junior Employee (less than 18 years) when classified at this grade may be paid as a new entrant. An employee who works under limited supervision individually or in a team environment or on sleep-over. Employees at this level work within established guidelines including compliance with documentation requirements as determined by the employer. In some situations detailed instructions may be necessary. Indicative tasks an employee at this level may perform are as follows:

**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 eg 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. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.

**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.

**Typical Duties - Grade 1 - Maintenance Stream:** 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 the gardener in labouring.

**1.3 Care Service Employee Grade 2** means an employee with relevant experience who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows:

**Typical Duties - Grade 2 - Care Stream:** Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State 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 Care Service Employee Grade 3 or above, or a Diversional Therapist.

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

**Typical Duties - Grade 2 - Maintenance Stream:** Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trades skills, provided the time involved in performing such work, is paid at the rate of Care Service Employee Grade 3. Perform gardening duties. Provide advice on planning and plant maintenance. Attend to indoor plants, conduct recycling and re-potting schedules. Carry out physical inspections of property and premises and report.

**1.4 Care Service Employee Grade 3** means an employee who holds either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to the employer and:

- (a) is designated by the employer as having the responsibility for leading and/or supervising the work of others; or
- (b) is required to work individually with minimal supervision and has been designated by the employer as having overall responsibility for a particular function within the residential aged care facility.

An employee who holds appropriate Trade Qualifications and is required to act on them. Where the work of such employee requires the holding of a licence, the licence allowance from the applicable State trades award shall be paid. Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by the employer and assist in the development of budgets. Indicative tasks an employee at this level may perform are as follows:

**Typical Duties – Grade 3 - Care Stream:** Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.

**Typical Duties - Grade 3 - Support Stream:** Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.

**Typical Duties - Grade 3 - Maintenance Stream:** Carry out maintenance, repairs, gardening and other tasks falling within the scope of trades skills. Undertake the more complicated repairs to equipment and appliances calling for trades skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.

#### 1.5 Care Service Employee Grade 4 means:

(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 in excess of that required for a CSE 3; and
- is required to work individually with minimal supervision.

Employees at Grade 4 may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer. Indicative tasks an employee at this level may perform are as follows.

**Typical Duties – Grade 4 - 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 - Grade 4 - Level 1 - Support Stream:** Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.

**Typical Duties - Grade 4 - Level 1 - Maintenance Stream:** Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

(b) **Level Two:** An employee who is required to deliver medication to residents in residential aged care facilities:

- previously defined as Nursing Homes (as at 31 December 2004) by the *Nursing Homes Act 1988* (NSW); or
- 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 CSE 4 - Level 1.



## 1.6 Care Service Employee Grade 5

This grade shall only apply to employees having responsibility for supervision of the care service. An employee who may be required to have and use any additional qualifications than would be required for a grade 4 employee. Employees at this level may be required to exercise any/all managerial functions in relation to the operation of the care service and comply with documentation requirements as determined by the employer.

## 1.7 Other

“**Catering Officer**” means a person who is responsible for catering services.

“**Diversional Therapist**” means 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: the Associate Diploma and Diploma of Applied Science (Diversional Therapy) at the University of Sydney; Bachelor of Applied Sciences (Leisure and Health) at the University of Sydney; Bachelor of Applied Science (Diversional Therapy) at the University of Western Sydney, Macarthur; the Diploma or Bachelor of Health Sciences (Leisure and Health) at Charles Sturt University; the Associate Diploma course in Diversional Therapy conducted by the Cumberland College of Health Sciences; or who has such other qualifications deemed to be equivalent.

“**Maintenance Supervisor (Tradesperson)**” means an employee who has trade qualifications and has overall responsibility for maintenance at the place of employment and may be required to supervise other maintenance staff.

“**Maintenance Supervisor (Otherwise)**” means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance at the place of employment.

## 1.8 Miscellaneous

Note: Employees classified and paid as Recreational Activities Officers as at 10 November, 1998 shall be reclassified in accordance with the new definitions of Care Services Employee. Employees reclassified at Level 2 by virtue of the above exercise, shall be paid at Level 3 from the effective date of this Agreement, and continue to be so paid whilst employed in the provision of recreational activities by their current employer. These employees may be required to perform the duties of a Level 3 Care Services Employee where they have the skill and competence to do so.

## 2. COMMUNITY CARE EMPLOYEES

**2.1 Community Care Worker** means an employee who performs the duties associated with the provisions of Community Care Services to Community Care Clients in the private residence, which may include cleaning, child minding, gardening, handywork (within the employees skills and competencies), cooking, laundry, shopping, personal errands, escorting clients and associated driving, personal care services and general upkeeping 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 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, which ever is first completed, employees who have satisfactorily completed the requirements of grade 1 shall progress to grade 2.

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 38 - Grievance and Disputes Resolution procedure.

A grade 1 employee shall work under general supervision.

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 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 Handyperson 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 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-Glycaemia.

**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 responsibility 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.

**2.2 Live-In Housekeeper** means an employee who would normally live at the client's premises for a period in excess of 48 hours

- (a) (i) **Live-in Housekeeper - Grade 1** is an employee employed to perform general housekeeping duties only. General Housekeeping means preparing meals, cleaning, laundry, shopping and household duties of a like nature and handyman work within the skill, competence and training of the employee and excludes personal care.
- (ii) **Live-in Housekeeper/Carer - Grade 2** is an employee employed to perform housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 as described in sub-clause 2.1 above.
- (iii) **Live-in Housekeeper/Carer - Grade 3** is an employee employed to perform general housekeeping duties as defined in Grade 1 and the personal care duties of a Grade 2 and 3 as described in sub-clause 2.1 above.
- (b) Designated commencement and cessation of work insofar as place, date and time are concerned shall be calculated by the employer. Provided that time spent travelling shall be regarded as time worked.
- (c) In the event of work appropriate to a Live-in Housekeeper not being available, a Live-in Housekeeper can be required to undertake work performed by other Community Care Employees. Provided that where such work is directed and carried out it shall be paid at the rates and conditions for a live-in housekeeper.

### 3. 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 sub-clauses (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.

- (h) Any employee paid on a classification/grade carrying a higher wage rate as at 10 November, 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

Clerks who are paid at a grade above that of Grade 5 as at 10 November, 1998 shall have the difference between that grade, inclusive of the 1998 State Wage Case Increase, and the new agreed grade preserved whilst employed in a clerical position with their current employer.

## II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

**Assistant in Nursing** means a person, other than a registered nurse, trainee or enrolled nurse or Care Service Employee who is employed in nursing duties in a residential aged care facility.

**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 who is designated by the employer as having the responsibility for leading and/or supervising the work of other Assistants in Nursing.

**Assistant Director of Nursing** means:

- (a) A person appointed as such in any sized facility and includes a person appointed as the nurse in charge during the evening or night in a facility where the adjusted daily average of occupied beds is not less than 150.
- (b) A person appointed as such to a position approved by the employer including persons appointed to be in charge of a ward or group of wards.



**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.

**Deputy Director of Nursing** means a registered nurse appointed to assist the Director of Nursing in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when the employer deems that assistance is required.

**Director of Nursing** means a registered nurse who is appointed in accordance with the requirements of the Public Health Act 1991 as being responsible for care of the residents of the nursing home. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the *NSW Public Health Act 1991*.

**Endorsed Enrolled Nurse** means a person enrolled by the Nurses Board as such who is "authorised to administer medications" by the Nurses Board. Upon being "authorised to administer medications" by the Nurses Board, an employee shall be classified as an EEN – Authorised.

- Where an employee was previously classified as an EN - Thereafter the employee will be paid as an EEN - Authorised level (b).
- Where an employee was not previously classified as an EN - Thereafter the employee shall be paid at level (a)
- An employee classified at level (a) who is not required to deliver medication shall be entitled to progress to level (b) after one year's service.
- Once an EEN – Authorised employee has worked 1,000 hours in a role where they are required to deliver medication, the employee will be classified and paid at the EEN Yr 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.
- An EEN may be required to lead and/or supervise the work of others.

**Enrolled Nurse** means a person enrolled by the Nurses Board as such but who is not "authorised to administer medications" by the Nurses Board.

**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 authorised by the Nurses Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.

**Nurse Practitioner Year 3 and Thereafter** means a registered nurse appointed as such and who is authorised by the Nurses Board, pursuant to section 19A of the Nurses' Act 1991, to practice as a Nurse Practitioner; and who is working within clinical guidelines approved pursuant to section 78A of the Nurses' Act 1991.

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.

**Trainee Enrolled Nurse** means a person who is being trained to become an enrolled nurse.

### III. PROFESSIONAL PARAMEDICAL & SOCIAL WORKER CLASSIFICATIONS

**Nurse Counsellor** means an officer appointed as such who possesses an appropriate degree of a recognised university or other qualifications deemed equivalent by the employer.

**Dietitian** means a person employed in the industry of dietetics in hospitals or agencies who has qualifications acceptable to the Dietitians Association of Australia and who is eligible for full membership of the said Association.

**Industry of Dietetics** means the industry of persons engaged in New South Wales in the profession of dietetics in an agency.

**Institute** means the Dietitians Association of Australia.

**Therapist (other than a Diversional Therapist)** shall mean and shall include:

- (1) **Physiotherapist** means an officer registered or conditionally registered under the Physiotherapists' Act 2001.
- (2) **Occupational Therapist** means an officer employed in the industry of occupational therapy who has qualifications acceptable to the NSW Association of Occupational Therapists.
- (3) **Speech Therapist** means an officer employed in the industry of speech therapy who has qualifications acceptable to the NSW Branch of Speech Pathology Australia.
- (4) **Music Therapist** means an officer employed in the industry of music therapy.
- (5) An officer performing such other activities as may be conveniently related to the use of therapeutic method for the purpose of curing or alleviating any abnormal condition of the human mind or body and that may emerge as a professional discipline in the future.

**Senior Assistant** means a speech therapist with not less than three years' experience who is appointed as such in an agency where five or more speech therapists are employed. There shall be only one senior assistant employed at any one location.

**Psychologist** means a person appointed as such who possesses an appropriate degree of a recognised university or college of advanced education and is registered with the Psychologists Registration Board of New South Wales.

**Clinical Psychologist** means a person appointed as such who possesses an appropriate masters degree of a recognised university, recognised by the Australian Psychological Society and is registered with the Psychologists Registration Board of New South Wales.

**Social Worker** means an employee who possesses qualifications acceptable to the Australian Association of Social Workers. A Social Worker may be appointed as a Student Supervisor.

**Social Worker Grade 1** means a social worker who is responsible for a defined type of work requiring a specific expertise, including clinical expertise and/or specialist counselling and/or expertise with a particular client group or in the planning, implementation and evaluation of services and/or projects. They may provide training to other staff, and general supervision to staff.

**Senior Social Worker** - A senior social worker would generally be responsible for the overall administration and/or co-ordination of an organisation or of a number of specialised functions within an organisation.

They would perform work involving specialised, varied or complex tasks calling for the exercise of substantial responsibility and use of independent initiative and judgement.

They are responsible for the recruitment and supervision of other staff, including other Social Workers. They generally would be accountable to a Management Committee or Board of Management or a Chief Executive Officer or a General Manager.

They provide training to other staff and would undertake professional supervision of staff.

They would be responsible for advising and guiding the policy making and decision making body and for providing regular reports upon the activities of the organisation, or part of it.

They may be responsible for financial management, and for the development and implementation of budget programs and for ensuring compliance with any funding guidelines applicable.

**SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES**

**Table 1 - Rates of Pay**

<b>Classification</b>	<b>COLUMN 1 Current Rate of Pay (\$)</b>	<b>COLUMN 2 First pay period on or after 1/7/09 (\$)</b>	<b>COLUMN 3 First pay period on or after 1/7/10 (\$)</b>
<b>Assistant in Nursing</b>			
<b>Under 18 years:</b>			
<b>1st year</b>	13.44	13.72	14.13
<b>2nd year</b>	14.04	14.32	14.75
<b>Thereafter</b>	14.60	14.88	15.33
<b>Over 18years:</b>			
<b>1st year</b>	15.79	16.17	16.66
<b>2nd year</b>	16.29	16.70	17.20
<b>3rd year</b>	16.78	17.22	17.74
<b>Thereafter</b>	17.28	17.75	18.28
<b>Team Leader:</b>	18.30	18.85	19.42
<b>Trainee Enrolled Nurse</b>			
<b>Under 18 years:</b>			
<b>1st year</b>	13.44	13.72	14.13
<b>2nd year</b>	14.04	14.32	14.75
<b>Thereafter</b>	14.60	14.88	15.33
<b>Over 18 years:</b>			
<b>1st year</b>	15.79	16.17	16.66
<b>2nd year</b>	16.29	16.70	17.20
<b>3rd year</b>	16.78	17.22	17.74
<b>Thereafter</b>	17.28	17.75	18.28
<b>Enrolled Nurse</b>			
<b>1st year</b>	19.28	19.86	20.46
<b>2nd year</b>	19.69	20.28	20.89
<b>3rd year</b>	20.12	20.72	21.34
<b>4th year</b>	20.54	21.16	21.79
<b>Thereafter</b>	20.98	21.61	22.26
<b>Endorsed Enrolled Nurse</b>			
<b>Authorised - level (a)</b>	20.54	21.16	21.79
<b>- level (b)</b>	20.98	21.61	22.26
<b>1st year</b>	21.53	22.18	22.85
<b>2nd year</b>	22.05	22.71	23.39
<b>Thereafter</b>	22.56	23.24	23.94

<b>Classification</b>	<b>COLUMN 1 Current Rate of Pay (\$)</b>	<b>COLUMN 1 First pay period on or after 1/7/09 (\$)</b>	<b>COLUMN 3 First pay period on or after 1/7/10 (\$)</b>
<b>Registered Nurse</b>			
1 <sup>st</sup> year	24.22	24.95	25.70
2 <sup>nd</sup> year	25.70	26.47	27.26
3 <sup>rd</sup> year	27.26	28.08	28.92
4 <sup>th</sup> year	28.93	29.80	30.69
5 <sup>th</sup> year	30.69	31.61	32.56
6 <sup>th</sup> year	N/A	N/A	
7 <sup>th</sup> year	N/A	N/A	
8 <sup>th</sup> year	N/A	N/A	
<b>Nurse undergoing pre- registration assessment</b>	18.85	19.42	20.00
<b>Clinical Nurse Specialist</b>	31.94	32.90	33.89
<b>Clinical Nurse Consultant</b>	37.73	38.86	40.03
<b>Clinical Nurse Educator</b>	31.94	32.90	33.89
<b>Nurse Educator</b>			
1 <sup>st</sup> year	34.03	35.05	36.10
2 <sup>nd</sup> year	34.99	36.04	37.12
3 <sup>rd</sup> year	35.85	36.93	38.04
4 <sup>th</sup> year	37.73	38.86	40.03
<b>Senior Nurse Educator</b>			
1 <sup>st</sup> year	38.64	39.80	40.99
2 <sup>nd</sup> year	39.43	40.61	41.83
3 <sup>rd</sup> year	40.75	41.97	43.23
<b>Nurse Practitioner</b>			
1 <sup>st</sup> year	42.01	43.27	44.57
2 <sup>nd</sup> year	42.96	44.25	45.58
3 <sup>rd</sup> year	44.20	45.53	46.90
Thereafter	45.41	46.77	48.17
<b>Assistant Director of Nursing</b>			
<150 beds	34.99	36.04	37.12
150-250 beds	37.73	38.86	40.03
>250 beds	38.64	39.80	40.99

<b>Classification</b>	<b>COLUMN 1 Current Rate of Pay (\$)</b>	<b>COLUMN 1 First pay period on or after 1/7/09 (\$)</b>	<b>COLUMN 3 First pay period on or after 1/7/10 (\$)</b>
<b>Deputy Director of Nursing</b>			
<20 beds	35.71	36.78	37.88
20-75 beds	36.63	37.73	38.86
75-100 beds	37.47	38.59	39.75
100-150 beds	38.27	39.42	40.60
150-200 beds	39.43	40.61	41.83
200-250 beds	40.75	41.97	43.23
250-350 beds	42.27	43.54	44.85
350-450 beds	43.78	45.09	46.44
450-750 beds	45.41	46.77	48.17
>750 beds	47.16	48.57	50.03
<b>Director of Nursing</b>			
<25 beds	39.92	41.12	42.35
25- 50 beds	42.27	43.54	44.85
50-75 beds	43.18	44.48	45.81
75-100 beds	44.08	45.40	46.76
100-150 beds	45.35	46.71	48.11
150-200 beds	46.86	48.27	49.72
200-250 beds	48.38	49.83	51.32
250-350 beds	50.20	51.71	53.26
350-450 beds	53.23	54.83	56.47
450-750 beds	56.31	58.00	59.74
>750 beds	59.85	61.65	63.50

Classification		COLUMN 1 Current Rate of Pay (\$)	COLUMN 1 First pay period on or after 1/7/09 (\$)	COLUMN 3 First pay period on or after 1/7/10 (\$)
<b>Care Service Employees:</b>				
<b>New Entrant</b>	<b>Junior</b>	13.93	14.21	14.64
<b>New Entrant</b>	<b>Adult</b>	13.93	14.21	14.64
<b>Grade 1</b>		16.26	16.68	17.18
<b>Grade 2</b>		17.28	17.75	18.28
<b>Grade 3</b>		18.32	18.85	19.42
<b>Grade 4</b>	<b>Level 1</b>	19.28	19.86	20.46
	<b>Level 2</b>			
	<b>1<sup>st</sup> year</b>	21.53	22.18	22.85
	<b>2<sup>nd</sup> year</b>	22.05	22.71	23.39
	<b>3<sup>rd</sup> year</b>	22.56	23.24	23.94
<b>Grade 5*</b>	<b>From</b>	22.41	23.08	23.77
	<b>To</b>	33.38	34.38	35.41
<b>Maintenance Supervisors:</b>				
<b>Maintenance Supervisor (Otherwise)</b>		19.15	19.72	20.31
<b>Maintenance Supervisor (Otherwise) - in charge of staff</b>		19.57	20.16	20.76
<b>Maintenance Supervisor (Tradesperson)</b>		20.80	21.42	22.06
<b>Catering Officers:</b>				
<b>Trainee Catering Officer</b>	<b>1<sup>st</sup> year</b>	16.92	17.38	17.90
	<b>2<sup>nd</sup> year</b>	17.23	17.70	18.23
	<b>3<sup>rd</sup> year</b>	17.58	18.07	18.61
<b>Assistant Catering Officer</b>	<b>80-120 beds</b>	17.75	18.25	18.80
	<b>120-300 beds</b>	18.92	19.49	20.07
	<b>300-500 beds</b>	20.33	20.94	21.57
	<b>500-1000 beds</b>	20.89	21.52	22.17
<b>Catering Officer</b>	<b>80-120 beds</b>	19.78	20.37	20.98
	<b>120-200 beds</b>	20.33	20.94	21.57
	<b>200-300 beds</b>	20.89	21.52	22.17
	<b>300-500 beds</b>	21.96	22.62	23.30
	<b>500-1000 beds</b>	23.75	24.46	25.19
<b>Diversional Therapist</b>				
	<b>1<sup>st</sup> year</b>	17.66	18.16	18.70
	<b>2<sup>nd</sup> year</b>	18.54	19.10	19.67
	<b>3<sup>rd</sup> year</b>	19.42	20.00	20.60
	<b>4<sup>th</sup> year</b>	20.32	20.93	21.56
	<b>5<sup>th</sup> year</b>	21.18	21.82	22.47
<b>Apprentices:</b>				



Classification		COLUMN 1 Current Rate of Pay (\$)	COLUMN 1 First pay period on or after 1/7/09 (\$)	COLUMN 3 First pay period on or after 1/7/10 (\$)
<b>Apprentice Cook</b>	1 <sup>st</sup> year	10.99	11.31	11.65
	2 <sup>nd</sup> year	15.11	15.55	16.02
	3 <sup>rd</sup> year	16.94	17.44	17.96
<b>Apprentice Gardener</b>	1 <sup>st</sup> year	9.43	9.43	9.71
	2 <sup>nd</sup> year	10.99	11.31	11.65
	3 <sup>rd</sup> year	14.65	15.08	15.54
	4 <sup>th</sup> year	16.48	16.97	17.48
<b>Community Care Employees:</b>				
<b>Community Care Employee</b>	<b>Grade 1</b>	16.36	16.77	17.27
	<b>Grade 2</b>	17.16	17.62	18.15
	<b>Grade 3</b>	18.34	18.88	19.45
<b>Live-in Housekeeper</b>	<b>Grade 1 per day</b>	161.60	165.69	170.63
	<b>Grade 2 per day</b>	182.54	187.48	193.12
	<b>Grade 3 per day</b>	213.84	217.74	224.32
<b>Clerical &amp; Administrative Employees:</b>				
<b>Juniors</b>	<b>16 years &amp; under</b>	8.89	9.12	9.39
	<b>17 years</b>	10.08	10.33	10.64
	<b>18 years</b>	11.56	11.86	12.22
	<b>19 years</b>	13.02	13.35	13.75
	<b>20 years</b>	14.36	14.72	15.16
<b>Adults</b>	<b>Grade 1</b>	17.55	18.04	18.58
	<b>Grade 2</b>	18.60	19.15	19.72
	<b>Grade 3</b>	19.71	20.30	20.91
	<b>Grade 4</b>	20.61	21.23	21.87
	<b>Grade 5</b>	21.56	22.21	22.88

\* Salary Band-Grade 5 - Employers and employees may negotiate a rate within the salary band as shown. For the purposes of this Agreement, the rate so negotiated shall be deemed to be the employee's Agreement rate of pay. Salaries in excess of the salary band may also be negotiated between the parties.

Classification		COLUMN 1 Current Rate of Pay (\$)	COLUMN 1 First pay period on or after 1/7/09 (\$)	COLUMN 3 First pay period on or after 1/7/10 (\$)
<b>Nurse Counsellor</b>	1 <sup>st</sup> year	18.46	19.01	19.58
	2 <sup>nd</sup> year	19.12	19.69	20.28
	3 <sup>rd</sup> year	20.00	20.60	21.22
	4 <sup>th</sup> year	20.79	21.41	22.05
	5 <sup>th</sup> year	21.72	22.37	23.04
	6 <sup>th</sup> year	22.48	23.15	23.84
	7 <sup>th</sup> year	23.15	23.84	24.56
	8 <sup>th</sup> year	23.71	24.42	25.15
	9 <sup>th</sup> year	24.62	25.36	26.12
<b>Dietitians General Scale</b>				
	1 <sup>st</sup> year	19.24	19.82	20.41
	2 <sup>nd</sup> year	20.11	20.71	21.33
	3 <sup>rd</sup> year	21.15	21.78	22.43
	4 <sup>th</sup> year	22.25	22.92	23.61
	5 <sup>th</sup> year	23.29	23.99	24.71
	6 <sup>th</sup> year	24.13	24.85	25.60
	7 <sup>th</sup> year	24.75	25.49	26.25
	<b>Grade 1</b>			
	1 <sup>st</sup> year	26.25	27.04	27.85
	2 <sup>nd</sup> year	26.96	27.77	28.60
<b>Therapist (other than a Diversional Therapist)</b>	1 <sup>st</sup> year	18.72	19.28	19.86
	2 <sup>nd</sup> year	19.24	19.82	20.41
	3 <sup>rd</sup> year	20.11	20.71	21.33
	4 <sup>th</sup> year	21.15	21.78	22.43
	5 <sup>th</sup> year	22.25	22.92	23.61
	6 <sup>th</sup> year	23.29	23.99	24.71
	7 <sup>th</sup> year	24.13	24.85	25.60
	8 <sup>th</sup> year	24.75	25.49	26.25
<b>Psychologists</b>	1 <sup>st</sup> year	18.33	18.88	19.45
	2 <sup>nd</sup> year	18.97	19.54	20.13
	3 <sup>rd</sup> year	19.83	20.42	21.03
	4 <sup>th</sup> year	20.67	21.29	21.93
	5 <sup>th</sup> year	21.59	22.24	22.91
	6 <sup>th</sup> year	22.44	23.11	23.80
	7 <sup>th</sup> year	23.10	23.79	24.50
	8 <sup>th</sup> year	24.59	25.33	26.09

Classification		COLUMN 1 Current Rate of Pay (\$)	COLUMN 1 First pay period on or after 1/7/09 (\$)	COLUMN 3 First pay period on or after 1/7/10 (\$)
<b>Clinical Psychologists</b>	1 <sup>st</sup> year	23.78	24.49	25.22
	2 <sup>nd</sup> year	24.97	25.72	26.49
	3 <sup>rd</sup> year	26.06	26.84	27.65
	4 <sup>th</sup> year	27.26	28.08	28.92
	5 <sup>th</sup> year	28.37	29.22	30.10

Classification	COLUMN 1 Current Rate of Pay (\$)	COLUMN 1 First pay period on or after 1/7/09 (\$)	COLUMN 3 First pay period on or after 1/7/10 (\$)
<b>Social Worker    General Scale</b> 1 <sup>st</sup> year 2 <sup>nd</sup> year 3 <sup>rd</sup> year 4 <sup>th</sup> year 5 <sup>th</sup> year 6 <sup>th</sup> year 7 <sup>th</sup> year 8 <sup>th</sup> year 9 <sup>th</sup> year Grade 1 Senior	18.46 19.11 19.99 20.78 21.72 22.47 23.13 23.76 24.61 25.74 27.27	19.01 19.68 20.59 21.40 22.37 23.14 23.82 24.47 25.35 26.51 28.09	19.58 20.27 21.21 22.04 23.04 23.83 24.53 25.20 26.11 27.31 28.93

**Table 2 - Other Rates and Allowances**

<b>Item No.</b>	<b>Brief Description</b>	<b>Clause No.</b>	<b>COLUMN 1 First pay period on or after 1/7/09 (\$)</b>	<b>COLUMN 2 First pay period on or after 1/7/10 (\$)</b>
1	Broken Shift	13.4(d)	8.05 per shift	8.29 per shift
2	Overtime - Breakfast	15.4(a)	12.16 per meal	12.52 per meal
3	Overtime – Luncheon	15.4(b)	15.73 per meal	16.20 per meal
4	Overtime - Evening Meal	15.4(c)	22.95 per meal	23.64 per meal
5	Vehicle Allowance	19.3(b) 19.5(c) 34.4(e)	0.33 per km	0.34 per km
6	Vehicle Allowance – official business	19.2(b)	0.64 per km	0.66 per km
7	Apprentice - TAFE Examination Allowance	12.6(d)	1.85 per week	1.91 per week
8	In charge of residential aged care facility less than 100 beds	19.1(a)	20.90 per shift	21.53 per shift
9	In charge of residential aged care facility, 100 beds or more	19.1(a)	33.68 per shift	34.69 per shift
10	In charge of section	19.1(b)	20.90 per shift	21.53 per shift
11	Uniform	19.3(c)	6.22 per week	6.41 per week
12	Shoes	19.3(d)	1.93 per week	1.99 per week
13	Cardigan or Jacket	19.3(e)	1.85 per week	1.91 per week
14	Stockings	19.3(f)	3.09 per week	3.18 per week
15	Socks	19.3(g)	0.61 per week	0.63 per week
16	Laundry	19.3(h)	5.17 per week	5.33 per week
17	On call	19.5(a)	18.63 per day	19.19 per day
18	On call during meal break	19.5(b)	10.08 per period	10.38 per period

<b>19</b>	<b>Continuing education allowance: RN</b>	<b>19.6(g)</b>	<b>17.55 per week</b>	<b>18.08 per week</b>
<b>20</b>	<b>Continuing education allowance: RN</b>	<b>19.6(h)</b>	<b>29.24 per week</b>	<b>30.12 per week</b>
<b>21</b>	<b>Continuing education allowance: RN</b>	<b>19.6(i)</b>	<b>35.08 per week</b>	<b>36.13 per week</b>
<b>22</b>	<b>Continuing education allowance: EN</b>	<b>19.6(j)</b>	<b>11.69 per week</b>	<b>12.04 per week</b>

## SCHEDULE C - TRAINEES

### 1. APPLICATION

- 1.1 The provisions set out in this schedule apply to persons:
- (a) who are undertaking a Traineeship; and
  - (b) who are employed by the employer.
- 1.2 These provisions do not apply to the apprenticeship system or any training programme which applies to the same occupation and achieves essentially the same training outcome as an existing apprenticeship. These provisions are intended to apply to Trainees undertaking any approved traineeship up to and including Certificate IV under the Australian Qualifications Framework.
- 1.3 At the conclusion of the Traineeship, these provisions cease to apply to the employment of the Trainee and the relevant other provisions of this Agreement shall apply to the former trainee.

### 2. DEFINITIONS

- 2.1 **Approved Training** means that training which is specified in the Training Plan which is part of the Training Agreement registered with the relevant State or Territory Training Authority. It includes training undertaken both on and off-the-job in a Traineeship and involves formal instruction, both theoretical and practical, and supervised practice. The training reflects the requirements of a National Training Package or a Traineeship Scheme and leads to a qualification under the Australian Qualification Framework.
- 2.2 **Trainee** is an individual who is a signatory to a training agreement registered with the relevant State or Territory Training Authority and is involved in paid work and structured training which may be on or off the job. **Trainee** does not include an individual who already has the competencies to which the traineeship is directed.
- 2.3 **Traineeship** means a system of training which has been approved by the relevant State or Territory Training Authority, or which meets the requirements of a National Training Package developed by a National Industry Training Advisory Board and endorsed by the National Training Framework Committee, which leads to an Australian Qualifications Framework qualification specified by that National Training Package, and includes full time traineeships and part time traineeships including school-based traineeships.
- 2.4 **Training Agreement** means an agreement for a Traineeship made between an employer and a trainee which is registered with the relevant State or Territory Training Authority.
- 2.5 **Training Package** means the competency standards, assessment guidelines and Australian Qualifications Framework qualifications endorsed for an industry or enterprise by the National Training Framework Committee and placed on the National Training Information Service with the approval of Commonwealth, State and Territory Ministers responsible for vocational education and training.
- 2.6 **Training Plan** means a programme of training which forms part of a Training Agreement registered with the relevant State or Territory Training Authority.

- 2.7 **Traineeship Scheme** means an approved Traineeship applicable to a group or class of employees or to an industry or sector of an industry or an enterprise, which has been approved by the relevant State or Territory Training Authority.
- 2.8 References in these provisions to the **relevant State or Territory Training Authority** mean the bodies in the relevant State or Territory which exercise approval powers in relation to traineeships and register training agreements under the relevant State or Territory vocational education and training legislation.
- 2.9 **Relevant State or Territory legislation** means in New South Wales the Apprenticeship and Traineeship Act 2001 and in the Australian Capital Territory the Vocational Education and Training Act 2003 or any successor legislation.
- 2.10 **Year 10** - For the purposes of these provisions any person leaving school before completing Year 10 shall be deemed to have completed Year 10.
- 2.11 **Adult trainee** is a trainee who would qualify for the highest wage rate in Wage Level A.

### **3. TRAINING CONDITIONS**

- 3.1 The Trainee shall attend an approved training course or training program prescribed in the Training Agreement or as notified to the trainee by the relevant State or Territory Training Authority in accredited and relevant Traineeship Schemes.
- 3.2 Employment as a trainee under these provisions shall not commence until the relevant Training Agreement, made in accordance with a Training Scheme, has been signed by the employer and the trainee and lodged for registration with the relevant State or Territory Training Authority, provided that if the Training Agreement is not in a standard format employment as a trainee shall not commence until the Training Agreement has been registered with the relevant State or Territory Training Authority. The employer shall ensure that the Trainee is permitted to attend the training course or program provided for in the Training Agreement and shall ensure that the Trainee receives the appropriate on the job training.
- 3.3 The employer shall provide a level of supervision in accordance with the Traineeship Agreement during the traineeship period.
- 3.4 The provisions of the relevant State and Territory legislation dealing with the monitoring by officers of the relevant State or Territory Training Authority and the use of training records or work books as part of this monitoring process shall apply to traineeships under these provisions.

### **4. EMPLOYMENT CONDITIONS**

#### **4.1 Full-Time Traineeships -**

- (a) A Trainee shall be engaged as a full-time employee for a maximum of one year's duration provided that a Trainee shall be subject to a satisfactory probation period of up to one month, which may be reduced at the discretion of the employer. By agreement in writing, and with the consent of the relevant State or Territory Training Authority, the employer and the Trainee may vary the duration of the Traineeship and the extent of approved training, provided that any agreement to vary is in accordance with the relevant Traineeship.



- (b) Where the Trainee completes the qualification in the Training Agreement earlier than the time specified in the Training Agreement then the Traineeship may be concluded by mutual agreement.
- (c) Unless the relevant State or Territory Training Authority otherwise directs, the maximum duration for a Traineeship shall be 36 months.

**4.2 Part-Time Traineeships -**

- (a) A Trainee shall be engaged as an employee on a part time basis by working less than full time ordinary hours.
- (b) For traineeships not covered by sub-clause 5.1(b), the formula displayed in sub-clause (c) for the calculation of wage rates shall apply.
- (c) The wage rate shall be pro rata the full time rates based on variation in the amount of training and/or the amount of work over the period of the traineeship, which may also be varied on the basis of the following formula.

$$\frac{\text{Full-time wage rate} \times \text{trainee hours} - \text{Average weekly training time}}{30.4}$$

**Note:** 30.4 in the above formula represents 38 ordinary full time hours less the average training time for full time trainees (ie 20%).

- (d) **Full time wage rate** means the appropriate rate as set out in clause 6. Monetary Rates.
- (e) **Trainee hours** shall be the hours worked per week including the time spent in approved vocational training. For the purpose of this definition, the time spent in approved vocational training may be taken as an average for that particular year of the Traineeship.
- (f) **Average weekly training time** is based upon the length of the Traineeship specified in the Training Agreement as follows:

$$\frac{7.6 \times 12}{\text{Length of the Traineeship in months}}$$

**Note 1:** 7.6 in the above formula represents the average weekly training time for a full time Trainee whose ordinary hours are 38 per week.

**Note 2:** The parties note that the Training Agreement will require a Trainee to be employed for sufficient hours to complete all requirements of the Traineeship, including the on-the-job work experience and demonstration of competencies. The parties also note that this would normally result in the equivalent of a full day's on-the-job work per week.

- (g) A part-time Trainee shall receive, on a pro rata basis, all employment conditions applicable to a full time Trainee. All the provisions of this Agreement shall apply to part-time Trainees except as specified in this clause.

- (h) A part time Trainee may, by agreement, transfer from a part time to a full-time Traineeship position should one become available.
- (i) The minimum engagement periods specified in this Agreement shall also be applicable to part-time Trainees.
- (j) Minimum and maximum hours of work for part-time employees specified in this Agreement shall apply to part-time Trainees also.

#### 4.3 **School-Based Traineeships**

- (a) School-Based Trainees shall not be required to attend work during the interval starting four weeks prior to the commencement of the final Higher School Certificate examination period and ending upon the completion of the individual's last examination period.
- (b) For the purposes of this Agreement, a School-Based Trainee shall become an ordinary Trainee as at January 1 of the year following in which they cease to be a school student.

4.4 An employer shall not terminate the employment of a Trainee without firstly having provided written notice of termination to the Trainee, and to the relevant State or Territory Training Authority in accordance with the relevant State or Territory legislation.

An employer who chooses not to continue the employment of a Trainee upon the completion of the Traineeship shall notify, in writing, the relevant State or Territory Training Authority of their decision.

4.5 The Trainee will be permitted to be absent from work without loss of continuity of employment and/or wages to attend the training in accordance with the Training Agreement.

4.6 Where the employment of a Trainee by an employer is continued after the completion of the Traineeship period, such Traineeship period shall be counted as service for the purposes of this Agreement or any other legislative entitlements.

4.7 (a) The Training Agreement may restrict the circumstances under which the Trainee may work overtime and shift work in order to ensure that the training program is successfully completed.

(b) No Trainee shall work overtime or shift work on their own unless consistent with the provisions of this Agreement.

(c) No Trainee shall work shift work unless the parties to this Agreement agree that such shift work makes satisfactory provision for structured training. Such training may be applied over a cycle in excess of a week, but must average over the relevant period no less than the amount of training required for non-shift work Trainees.

(d) The Trainee wage shall be the basis for the calculation of overtime and/or shift penalty rates prescribed by this Agreement.

4.8 All other terms and conditions of this Agreement that are applicable to the Trainee but for the Training Agreement shall apply unless specifically varied by this Agreement.

4.9 A Trainee who fails to complete the Traineeship or who is not offered employment with the employer on successful completion of the Traineeship shall not be entitled to any severance payments.

**5. WAGES**

5.1 (a) The weekly wages payable to full time trainees shall be as follows:

- Industry/Skill Level A - Clause 6 Table 1
- School Based Trainees - Clause 6 Table 2

(b) Clause 6 Table 3, Hourly Rates for Trainees Who Have Left School, and Clause 6 Table 4, Hourly Rates for School-Based Traineeships, are the hourly rates of pay where the training is either fully off the job or where 20% of time is spent in approved training. These rates are derived from a 38-hour week.

(c) These wage rates will only apply to Trainees while they are undertaking an approved Traineeship, which includes approved training as defined in this Agreement.

(d) The wage rates prescribed by this clause do not apply to complete trade level training, which is covered by the Apprenticeship system.

5.2 For the purposes of Clause 6 Monetary Rates, "out of school" shall refer only to periods out of school beyond Year 10, and shall be deemed to:

- (i) include any period of schooling beyond Year 10 which was not part of nor contributed to a completed year of schooling;
- (ii) include any period during which a Trainee repeats in whole or part a year of schooling beyond Year 10;
- (iii) not include any period during a calendar year in which a year of schooling is completed; and
- (iv) have effect on an anniversary date being January 1 in each year.

5.3 At the conclusion of the Traineeship, this schedule ceases to apply to the employment of the Trainee and this Agreement shall apply to the former Trainee.

**6. MONETARY RATES**

**Table 1 - Industry/Skill Level A:**

	<b>Highest Year of Schooling Completed</b>		
	<b>Year 10</b>	<b>Year 11</b>	<b>Year 12</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
School Leaver	246	271	326
Plus 1 year out of school	271	326	379
Plus 2 years	326	379	441
Plus 3 years	379	441	504
Plus 4 years	441	504	
Plus 5 years or more	504		

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 2 - School Based Trainees**

	Year of Schooling	
	Year 11 \$	Year 12 \$
School based Traineeships Skill Levels A, B and C	246	271

The average proportion of time spent in structured training which has been taken into account in setting the rate is 20 per cent.

**Table 3 - Hourly Rates for Trainees Who Have Left School**

SKILL LEVEL A	YEAR 10 \$	YEAR 11 \$	YEAR 12 \$
School leaver	8.11	8.93	10.71
1 year after leaving school	8.93	10.71	12.45
2 years +	10.71	12.45	14.51
3 years +	12.45	14.51	16.59
4 years +	14.51	16.59	
5 years +	16.59		

**Table 4 - Hourly Rates for School-Based Traineeships**

	Year of schooling	
	YEAR 11 \$	YEAR 12 \$
Skills level A	8.11	8.93

- 6.1 The hourly rates in this schedule shall be further increased from time to time in accordance with any decision of the State Wage Case.