

**REGISTER OF  
ENTERPRISE AGREEMENTS**

**ENTERPRISE AGREEMENT NO:** EA09/49

**TITLE:** Churches of Christ in NSW Living Care NSWNA & HSU Enterprise Agreement 2009

**I.R.C. NO:** IRC9/1924

**DATE APPROVED/COMMENCEMENT:** 16 December 2009 / 16 December 2009

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**COVERAGE/DESCRIPTION OF**

**EMPLOYEES:** The agreement applies to all employees employed by Churches of Christ in NSW-Living Care, located at Level 1, 3 Rider Boulevard, Rhodes, 2138 who fall within the coverage of the following awards: Nursing Homes, &c., Nurses' (State) Award and the Charitable, Aged and Disability Care Services (State) Award.

**PARTIES:** Churches of Christ in NSW-Living Care -&- the Health Services Union, New South Wales Nurses' Association

**Churches of Christ in NSW  
Living Care**

**NSWNA & HSU**

**Enterprise Agreement 2009**

**Industrial Relations Commission  
of New South Wales**

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# Churches of Christ in NSW, Living Care, Enterprise Agreement 2009

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## A. GENERAL

### A1. OBJECTIVES

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This Agreement reaffirms the parties' commitment to the mission, vision and values of Churches of Christ in NSW in the workplace. The objective of this Agreement is to create sustainable and vibrant ministries of fresh hope in the workplace.

### A2. TITLE

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This Agreement is called the "Churches of Christ in NSW Living Care Enterprise Agreement 2009".

### A3. PARTIES TO THIS AGREEMENT

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The parties to this Agreement are:

- a. Churches of Christ in NSW "Living Care" (Employer);
- b. the New South Wales Nurses' Association;
- c. the Australian Nursing Federation; and
- d. the Health Services Union.

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

### A4. DATE AND DURATION

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This agreement shall remain in force from the date it is approved by the NSW Industrial Relations Commission until 31st October 2011.

### A5. RELATIONSHIP WITH AWARDS

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- a. This Agreement will be read as a stand-alone agreement to the exclusion of all other Awards.

### A6. WORKLOAD MANAGEMENT

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- a. Balanced Workload

The parties to this agreement acknowledge that management and employees have a responsibility to maintain a balanced workload and recognise the adverse effects that unjust, unreasonable and excessive workloads have.

b. Workload & Change

The parties further agree and acknowledge that employees and management should ensure that as changes or new processes are adopted, every reasonable endeavour is made to achieve a balanced workload for all employees.

The parties will actively strive to improve all communication processes between management and employees in relation to workloads with the specific objective of ensuring that workloads issues raised by employees are investigated, understood and resolved.

If a group or individual on a floor or unit identifies workloads issues relating to staff shortages, increased resident demands or for any other reason, they need to notify the coordinator or supervisor of that work unit before the completion of the shift, outlining the nature of the issue, the possible reasons for it and a suggested solution.

Where a individual has indentified a workloads issue, then they should identify any tasks they are safety able to not complete during the course of the shift and advise the co-ordinator or supervisor of these tasks.

The unit co-ordinator or supervisor shall notify the management within 24 hours of the following:

- i. whether there is agreement between the individual and the co-ordinator or supervisor that the problem's exist, and
- ii. any suggestions that will could be taken to rectify the situation

If the work unit does not receive a response from the management within 48 hours or the response does not satisfy the concerns of the work unit employees, the employees shall notify the management of their concerns and shall notify the respective union representatives. A meeting shall be convened between all parties concerned to discuss the issue.

## **A7. INTRODUCTION TO CHANGE**

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- a. Where the employer is proposing major workplace changes that are likely to have a significant effect on employees, the employer will notify affected employees and the relevant union in writing explaining the proposed change and its possible effect on their employment.
- b. Major workplace changes include:
  - termination of employment; or
  - major changes in the composition, operation or size of the employer's workforce or in the skills required; or
  - the elimination or diminution of job opportunities, promotion opportunities or job tenure; or
  - contracted hours of work; or
  - the need for retraining or transfer of employees to other work or locations; or
  - the restructuring of jobs; or
  - changes to the legal or operational structure of the employer or business.
- c. The Employer will meet with the affected employees and where they choose, their union to discuss the introduction of the changes, the effects the changes are likely to

have on employees and measures to avert or mitigate the adverse effects of such changes on employees. The employer will give prompt consideration to matters raised by the employees and/or their representatives.

- d. The discussions must commence as early as practicable during the consideration process referred to in sub-clause (a).
- e. The employer will act in good faith in relation to the consultation process provided in this clause. They will meet, disclose relevant information, genuinely consider proposals, act in a timely manner, respond with reasons and refrain from capricious or unfair conduct that undermines consultation.

#### **A8. GRIEVANCE AND DISPUTE RESOLUTION**

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In the event of a dispute during the life of this agreement, in the first instance the parties will attempt to resolve the matter at the workplace by discussion between the employee or employees concerned and the relevant supervisor or management representatives and if such discussions do not resolve the dispute, by discussions between the employee or employees concerned and more senior levels of management as appropriate.

Reasonable time limits must be allowed for discussion at each level of authority.

At any stage of the process the employee(s) may elect to be represented by the appropriate union or a union workplace representative.

If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the NSW Industrial Relations Commission for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration

#### **A9. UNION REPRESENTATION RIGHTS**

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- a. A recognised workplace representative will be released from the performance of normal duty for reasonable periods to:
  - represent employees in bargaining;
  - represent the interests of employees to the employer and to industrial tribunals or courts;
  - undertake necessary preparation for bargaining or other meetings in which they will represent employees' interests. This includes consulting with the employees that they represent;
  - meet the employer to represent employee interests;
  - address new employees about the benefits of union membership at the time they enter employment; and
  - distribute official union publications at a time convenient to the workplace.

While undertaking the activities listed in the preceding clause on a normal rostered day on duty, the recognised workplace representative will be regarded as being on duty and will not be required to apply for leave. They will be paid "ordinary time earnings" i.e. the classification rate, superannuation and shift loading which would otherwise be paid. The recognised workplace representative will not be entitled to overtime at the end of the roster cycle as a consequence of undertaking these activities.

- b. Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting

facilities (where available) for the purpose of carrying out work as a recognised workplace representative including consulting with workplace colleagues and their union.

- c. The employer will allow recognised workplace representatives to access annual leave or a reasonable amount of leave without pay to attend accredited union training or to participate in the operation of the union, except where workplace arrangements can not be adjusted to permit the absence of the workplace representative.

#### **A10. RENEGOTIATION OF AGREEMENT**

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The parties will commence negotiations on a successor agreement at least six months prior the Agreement expiry date.

#### **A11. NO EXTRA CLAIMS**

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This Agreement settles all claims in relation to the terms and conditions of employment, of the employees, other than the Nurses Association's claim for additional remuneration for AIN's who distribute medication. Negotiation will continue on this unresolved matter. The parties will not pursue any extra claims during the term of this Agreement.



## B. DEFINITIONS

### B1. DEFINITIONS

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For the purposes of this Agreement:

**Act** means the *Industrial Relations Act 1996* (as amended and applies from time to time) and includes the Regulations.

**Award/s** means any applicable Award

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

**Employee** means an Employee employed by the Employer and covered by this Agreement.

**Employer** means Churches of Christ in NSW, Living Care.

**Employment Classifications** means the Employment Classifications set out in Part E of this Agreement.

**Engagement** means time that an employee is engaged in homecare services with the client/s joined by the time taken to travel between clients, meal breaks, and rest periods, including overtime worked continuously after the engagement.

**Five day shift worker** means an employee who works shifts other than as a seven day shift worker.

**Home Care Residence** means the homecare client's place of abode

**Immediate family** means the following members of an Employee's immediate family:

- a. a spouse (including a former, de facto or former de facto spouse), child (including a stepchild, or adopted, foster, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of the Employee;
- b. a child (including a stepchild, or adopted, foster, ex-nuptial or adult child), parent (including foster parent, legal guardian), grandparent, grandchild or sibling of a spouse (including a former, de facto or former de facto spouse) of the Employee.

**Ordinary hour's** means the hours specified in clause F1 of this Agreement.

**Ordinary pay** includes base pay and overaward payments for ordinary hours of work; climatic and isolation allowances; leading hand allowance; and service allowance. It does not include shift or weekend penalties

**Seven day shift worker** means an employee:

- (a) who is employed in a business in which shifts are continuously rostered 24 hours a day for 7 days a week; and
- (b) is regularly rostered to work those shifts; and
- (c) regularly works on Sundays and public holidays.

**Shift Worker** means an Employee who is not a Day Worker.

**Unions** mean the New South Wales Nurses' Association; the Australian Nursing Federation; and the Health Services Union.

## C. EMPLOYMENT RELATIONSHIP

### C1 ENGAGEMENT

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The Employer must write to each Employee stating their terms of engagement, and in particular whether they are a full-time, part-time, casual or fixed term Employee.

### C2 EMPLOYMENT SCREENING

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- a. The Employee will participate in all relevant employment screening required to be undertaken by the Employer in accordance with the Employer's policies and at law, including National Criminal Record Checks and Working with Children Checks.
- b. The Employee will disclose to the Employer all things that could impair the Employee's position of trust and integrity including any criminal convictions or charges that could be relevant to the Employee's employment.
- c. The Employee will disclose to the Employer any notifiable disease or conditions that could impact on the Employee's position whilst providing care services to clients.

### C3 PROBATION

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- a. Employees (other than casual Employees) will be subject to a three month probationary period.
- b. If an Employee is absent from work during the probationary period for any reason, the probationary period may be extended by a period equal to the period of the absence by notice in writing, by the Employer.
- c. If the Employer is not satisfied with the Employee's performance during the probationary period, the Employer may extend the probationary period for a further period of up to three months by notice in writing.

### C4 EMPLOYMENT CATEGORIES

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- a. Employees may be employed in any of the following employment categories:
  - Permanent (Full-Time or Part-Time)
  - Fixed Term (Full-Time or Part-Time)
  - Casual
  - Apprentice
  - Trainee.
- b. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 38 hours per week over a four-week period.
- c. A **Part-Time Employee** is employed to work a regular number of hours of less than 38 hours per week averaged over a fortnight at one service.

A Part-Time Employee will accrue entitlements provided for in this Agreement on a pro-rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

- d. A **Fixed Term Employee** is employed for a fixed term, task or project on either a full-time or part-time basis for a period of one months or more. A fixed term employee is entitled to the same terms and conditions as full time or part time including salary packaging. (refer to Clause H3).

The Employer may employ Fixed-Term Employees where such employment is necessary to meet the genuine operational requirements of the Employer, including:

- the temporary replacement of Employees on leave (including parental leave);
- limited term funding arrangements;
- long-term relief;
- forthcoming service reductions;
- the temporary provision of specialist skills that are required within the organisation; or
- to fill short term vacancies during the recruitment and selection process resulting from the cessation of employment of a permanent Employee.

Where the Fixed Term position becomes a permanent position and becomes available within the organisation the Fixed Term Employee may be offered the position on application.

- e. A **Casual Employee** is employed on an hourly basis as and when required and:
1. is hired by the hour;
  2. will be paid for actual time worked;
  3. is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
  4. is not covered by clause F14 - Rosters;
  5. will be entitled to unpaid parental leave if he/she is a "regular casual employee" as defined by clause 53 (2) of the Act;
  6. can be terminated by notice to the end of the current shift worked.
- f. An **Apprentice** is 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. An apprentice must not be permitted or required to perform work that would prevent the apprentice from attending classes at his or her relevant training establishment.
- g. A **Trainee** will be employed in accordance with the provisions set out in Schedule One.

## **C5 ANNUAL REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES**

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- a. A Part-Time Employee may request the Employer to review their hours of work once each year. Where the Employee is regularly working more than their specified contract hours at the request of the Employer, the contract hours may be reasonably adjusted by the Employer taking into account the following:
- operational requirements;
  - the pattern of hours;
  - whether the increase in hours is as the direct result of an Employee being absent on leave;
  - whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a client or service.

The need to review the minimum hours will be initiated by the Employee in writing, based on their period of employment and their desire to have the contracted hours reviewed.

- b. A Casual Employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- on a full-time basis where the Employee has worked on a full-time basis throughout the period of casual employment; or
  - on a part-time basis where the Employee has worked on a 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.

The Employer may consent to or refuse the request, but must not unreasonably withhold agreement to such a request taking into account the following:

- the operational requirements;
- the pattern of hours;
- whether the increase in hours is as the direct result of an Employee being absent on leave;
- whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a resident, patient, service or client.

## **C6 LABOUR FLEXIBILITY AND MIXED FUNCTIONS**

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- a. An Employee may be directed to carry out duties that are within the limits of the Employee's skill, competence and training, and use the tools and equipment required, provided the Employee has the relevant skills and competence and has been properly trained.
- b. Where the Employer has decided there is no longer a requirement for a Deputy Residential Manager to be appointed in a workplace, the Employer will ensure that the workload previously performed by that nurse manager is adequately allocated to their 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.

## **D. FLEXIBLE WORK ARRANGEMENTS**

### **D1. INTRODUCTION**

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The Employer is committed to being a responsive, flexible organisation providing excellent care to its residents, patients, and clients. Support will be given to Employees in balancing their work and life commitments as far as practicable, taking into consideration the Employee's personal situation and the operational needs of the Employer. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.

Work Life Balance initiatives include:

- Part-time work;
- Career breaks;
- Job-share;
- Paid maternity and adoption leave;
- Flexible return to work options;
- Transition to retirement for mature-aged Employees.

### **D2. FLEXIBLE WORK PATTERNS**

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At the written request of an Employee, the Employer may agree to temporarily change the pattern of working hours of the Employee on the following terms:

- The Employer cannot be compelled to agree to such request;
- The arrangement must not change or affect any other Employee's number or pattern of working hours unless by mutual agreement between the Employees concerned;
- For operational reasons, the Employer may require the Employee to revert to the original work pattern.

### **D3. FLEXIBLE WORK PRACTICES**

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To support the need for flexibility for Employees in their working arrangements, Employees may be engaged for duties in two or more different locations or service units of the Employer. The arrangement may be at the request of the Employee and would be subject to the following conditions:

- the arrangement must be in writing and agreed to by the Employee and the Employer, either in the initial engagement letter or a letter to amend conditions of employment;
- the Employee must advise the Employer if their hours of work under both engagements exceed 76 hours per fortnight in total; and
- the arrangement must take into account clauses relating to Minimum Breaks Between Shifts (Clause F4), Maximum Ordinary Hours (Clause F1) and Breaks (Clause F5).

Under this arrangement, overtime will only be payable if the Employee works more than 76 rostered hours per fortnight.

## **E. EMPLOYMENT CLASSIFICATIONS**

### **E1. INTRODUCTION**

---

- a. All Employment Classifications have been placed into the relevant streams outlined below.
- b. Where classification levels are divided into increments, Employees may progress through these increments upon meeting the criteria.
- c. The Employer must advise Employees of their Employment Classification at the commencement of this Agreement, at the start of their employment and upon appointment to a different Employment Classification.

### **E2. RECOGNITION OF SERVICE AND EXPERIENCE**

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- a. The Employer will recognise service and experience that is of a similar nature with another Employer to the Employee's current employment with the Employer for the purposes of classifying Employees in Employment Classifications where there are progression criteria.
- b. The Employer will recognise the prior service and experience, and/or the concurrent service of an Employee with other employers, upon production of documentary evidence satisfactory to the Employer.

The Employee's new classification will apply from the date the evidence is received by the Employer.

The Employee's classification will be back-dated for prior service if the evidence is received by the Employer within three months of the Employee's initial engagement.

- c. A Registered Nurse or Enrolled Nurse who has been registered or enrolled outside New South Wales will be paid as a Registered Nurse or Enrolled Nurse as from the date the Employee notifies the Employer in writing that the Employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse. An Employee seeking recognition of training outside New South Wales must make application for registration within seven days after being notified that the Employee is eligible for registration.
- d. For the purpose of yearly progression based on service and experience an Employee must complete 1976 hours of work.

### E3. CLASSIFICATION DESCRIPTORS

#### 1. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

<b>Care Service Employee</b>		
Care Service Employee	New Entrant	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 3	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 5	
Catering Officer		
Diversional Therapist		
Therapist	Otherwise	
Maintenance Supervisor	Tradesperson	
Maintenance Supervisor	Otherwise	
Facility Manager		

<b>Care Service Employee</b>		
Community Care Manager or Community Services Program Manager		
Community Care Worker (Homecare)	Grade 1	
Community Care Worker (Homecare)	Grade 2	
Community Care Worker (Homecare)	Grade 3	

<b>Clerical &amp; Administration</b>	
Clerical & Administration Employee	Grade 1
Clerical & Administration Employee	Grade 2
Clerical & Administration Employee	Grade 3
Clerical & Administration Employee	Grade 4
Clerical & Administration Employee	Grade 5

<b>Nursing</b>
Assistant in Nursing
Assistant in Nursing Team Leader
Clinical Nurse Consultant
Clinical Nurse Educator
Clinical Nurse Specialist
Assistant to Director of Nursing
Deputy Director of Nursing
Director of Nursing
Endorsed Enrolled Nurse
Enrolled Nurse
Nurse Educator
Nurse Practitioner
Registered Nurse
Senior Nurse Educator
Trainee Enrolled Nurse

The Employment Classifications are not intended to, and do not constitute the full position descriptions for each position. Position requirements, and not individual qualifications, will be the primary determination of an Employee's appropriate Employment Classification.



## 2. CARE SERVICE EMPLOYEES

**2.1 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

Care Stream	Support Stream	Maintenance Stream
Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.	General assistance to higher grade Employees in the full range of domestic duties.	General labouring assistance to higher grade Employees in the full range of gardening and maintenance duties.

**2.2 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

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervise daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; lay out clothes and assist in dressing; make beds and tidy rooms; store clothes and clean wardrobes; assist with meals. Under direct supervision, provide assistance to a higher Grade Care Service Employee in attending to the personal care needs of a resident.	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.	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.

**2.3 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

Care Stream	Support Stream	Maintenance Stream
<p>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-Glycaemia. 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.</p>	<p>Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.</p>	<p>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.</p>

**2.4 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

Care Stream	Support Stream	Maintenance 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.	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.	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.

### 2.5 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	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs.	Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.	Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, supervise contractors 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.

## 2.6 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.

## 2.7 Other

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

**“Community Care Manager” or “Community Services Program Manager”** means an employee who is required to manage a community aged care program and be responsible to the planning and management of others, working with other professional staff to manage the day to day home care of residents living in their own home where the employees visits them to provide care and assistance as required.

**“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.

**“Therapist (Otherwise)”** means a person (other than a Diversional Therapist) who holds an undergraduate degree in a relevant healthcare profession or equivalent as determined by the Employer and has met the requirements for entry into their respective professional body. Employees at this level may be required to perform duties such as: Physiotherapy (as registered or conditionally registered under the Physiotherapists’ Registration Act 2001); Occupational Therapist (with qualifications acceptable to the New South Wales Association of Occupational Therapists); or any other Therapist as determined by the Employer as relevant to this Employment Classification.

**“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.

**“Facility Manager”** means an employee who is required to manage an aged care facility and be responsible for the planning and management of others, working with other professional staff to manage the clinical care of residents where the employer deems that assistance is required.

## 2.8 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 Grade 3 Care Services Employee where they have the skill and competence to do so.

### 3. COMMUNITY CARE EMPLOYEES

**3.1 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 37 - 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 responsibly for the therapy and carer/therapist is not on site.
- (iii) Specialised training knowledge is required.

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



#### 4. CLERICAL & ADMINISTRATIVE EMPLOYEES

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

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

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

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

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

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

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

**Grade 1 - Team:** Complete allocated tasks.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (f) A **Clerical & Administrative Employee Grade 4** position is described as follows:
- (i) The Employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.
  - (ii) An Employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.
  - (iii) An Employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (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.

## 5. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

**Assistant in Nursing** means an employee, other than one registered or enrolled pursuant to the Nurses and Midwife Board (NSW) whose substantial employment involves (i) giving assistance and care to a person who is unable to maintain their bodily needs without frequent assistance; (ii) carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of a disability is unable to carry out those tasks for themselves; and / or (iii) assisting a registered nurse or an enrolled nurse

**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.

**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 position 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 facility or nursing home and is responsible for the total number of beds of each facility or nursing home under their care. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the Public Health Act 1991.

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

**Nurse** includes Registered Nurses, Endorsed Enrolled Nurse, 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 Board, pursuant to Section 19A of the Nurses Act 1991, to practice as a Nurse Practitioner.

**Registered Nurse** means a person registered by the 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.

## F. HOURS OF WORK

### F1. ORDINARY HOURS OF WORK

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- a. The ordinary hours of work for Day Workers must not be worked over more than:
- 76 hours per fortnight on more than 10 days; or
  - 152 hours per four weeks on more than 28 calendar days;
- and are to be worked Monday to Friday commencing from 6:00am and after at or before 10:30am.
- b. The ordinary hours of work for Shift Workers in each roster cycle must not exceed:
- 76 hours per fortnight; or
  - 152 hours per four weeks.
- c. The ordinary hours of work for each shift will consist of no more than:
- 11 hours on a Night shift; and
  - 10 hours for all other shifts.

### F2. ARRANGEMENT OF HOURS

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- a. Employees are entitled to be free from duty on four full days in each fortnight or two full days in each week and these are referred to as Rostered Days Off. Every effort will be made for these days to be consecutive, unless otherwise agreed.
- b. Employees must not work more than seven consecutive days.
- c. At the request of an Employee, the Employer and the Employee may agree to alter the arrangement of hours.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

### F3. MINIMUM HOURS

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- a. Full-Time Employees will receive a minimum payment of four hours at the Employee's basic periodic rate of pay for each start in respect of ordinary hours of work.
- b. Part-Time and Casual Employees will receive a minimum payment of two hours at the Employee's basic periodic rate of pay for each start in respect of ordinary hours of work.
- c. 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 resident's or patient's health status.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

### F4. MINIMUM BREAKS BETWEEN SHIFTS

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- a. Unless otherwise agreed, Employees must receive a minimum break of eight hours between shifts, or ten hours between broken shifts, rostered on successive days.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- b. Where an Employee has not been provided with the appropriate break between shifts and the Employee's next rostered shift is due to commence:
- without loss of pay the Employee will be released either before the end of the current shift or the start of their following shift so they have the appropriate break; or
  - if the Employee agrees to work without the appropriate break, the Employee will be paid until they are released from duty at overtime rates as set out in clause F9. Once released from duty the Employee will be entitled to be absent from work until they have had their appropriate break without loss of pay for the working time occurring during such an absence.

**F5. BREAKS**

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- a. Employees are entitled to a paid rest break each working day as follows:
- i. one 10 minute break where the Employee works less than 7.6 hours; or
  - ii. two 10 minute breaks, or one 20 minute break (if agreed to by the Employer), where the Employee works 7.6 hours or more.

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input checked="" type="checkbox"/>	Casual

Rest breaks will count as working time.

- b. Employees are entitled to an unpaid meal break each working day as follows:
- i. between 30 and 60 minutes where the Employee's shift is 10 hours or less; or
  - ii. two 30 minute breaks, or one 60 minute break (if agreed to by the Employer), where the Employee's shift is more than 10 hours.

Employees must not be required to work more than six hours continuously before taking the meal break.

Meal breaks will not count as time worked.

- c. The Employer must provide the Employee with either a meal or a meal allowance (as set out in items 2, 3 or 4 of Schedule 3 ) if the Employee is required to work overtime for more than two hours and such overtime goes beyond:
- i. 7:00am on a Night Shift (Item 2);
  - ii. 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3);
  - iii. 6:00pm on an Afternoon Shift (Item 4).

**F6. ALLOCATED DAYS OFF**

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The Employer may provide the opportunity for Full-Time Employees to access Allocated Days Off (ADOs) by accruing:

- i. 0.4 of an hour for every eight hours worked per day; or
- ii. 0.5 of an hour for every ten hours worked per day.

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input type="checkbox"/>	Part-Time
<input type="checkbox"/>	Casual

- a. The Employee will be entitled up to 12 ADOs each year.
- b. The Employer will grant an ADO at a time requested by the Employee and having regard to the operational needs of the Employer.
- c. Where possible and by mutual agreement:



- the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
  - the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
  - no more than five ADOs may be accumulated and may be taken in conjunction with the Employee's annual leave or at another agreed time.
- d. The Employer values its Employees' work-life balance and encourages Employees to use ADOs for the purposes of rest and recreational pursuits, the Employer may direct the Employee to take an ADO when five ADOs are accrued.
- e. ADOs are accrued, at the normal rate, for the following:
- personal/carer's leave;
  - public holidays;
  - compassionate leave;
  - study leave;
  - time in lieu.
- f. The following types of leave or absence *do not* accrue ADOs:
- ADO
  - annual leave (the base four weeks);
  - long service leave;
  - paid and unpaid parental leave;
  - leave without pay;
  - workers compensation.

**F7. BROKEN SHIFTS**

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- a. A "broken shift" means a single shift worked by an Employee that includes one or more breaks in excess of that provided for meal breaks.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, Employees will be paid the allowance set out in Schedule Three and shift and weekend allowances (determined by the commencement time) in accordance with clause F11.
- d. If the Employee works more than 12 hours, they will be paid double time for hours worked after the first 12 hours.
- e. Employees working in residential care may by mutual agreement, agree to work broken shifts at any time.
- f. The Employer may require an Employee, other than a nurse to work broken shifts in the following circumstances:
- in an emergency – including staff absence; or

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- during a continuous period of up to 4 weeks.

A nurse may agree to work broken shifts in an emergency situation or for a period of four weeks or less.

- g. Where an Employee has served a period of broken shifts other than in an emergency, the Employee will not be required to work broken shifts until the Employee has been off for a period equivalent to the previous period.

**F8. REASONABLE ADDITIONAL HOURS**

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- a. The operational requirements of the Employer will, on occasion, require some Employees to work reasonable additional hours.
- b. All hours worked over an average of 76 ordinary hours per fortnight will be additional hours.
- c. All hours worked by Part-Time Employees beyond their contracted number of hours will be additional hours for the purpose of this clause.
- d. All additional hours worked by the Employee and approved by the Employer will be paid for in accordance with this Agreement.
- e. An Employee is required to work the additional hours unless the hours are unreasonable taking into account:
- any risk to the Employee's health and safety that might reasonably be expected to arise if the Employee worked the additional hours;
  - the Employee's personal circumstances including any family responsibilities;
  - the operational requirements of the workplace of the Employer;
  - the notice (if any) given by the Employer of the additional hours and by the Employee of his or her intention to refuse to work the additional hours;
  - whether any of the additional hours are on a public holiday; and
  - the Employee's hours of work over the 4 weeks ending immediately before the Employee is required or requested to work the additional hours.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

**F9. OVERTIME**

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- a. All overtime (including time in lieu of overtime) must be agreed to by the Employer prior to such overtime being worked.
- b. All hours worked by Employees outside the ordinary hours will be paid at their basic periodic rate of pay at:
- time and one-half (150%) for the first two hours and then double time (200%);
  - double time (200%) for all overtime worked on Sunday; or
  - double time and one-half (250%) for all overtime worked on Public Holidays.
- c. Casual Employees will be entitled to overtime for hours in excess of 76 hours per fortnight. The payments for overtime are inclusive of the casual loading and not in addition to the casual loading as set out in Clause H1.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

- d. Part-Time Employees will be entitled to overtime for work in excess of 11 hours for Night shifts and 10 hours for all other shifts, or over 76 hours per fortnight.
- e. If an Employee agrees to work without an appropriate break as set out in clause F4, they will be paid overtime rates as set out above.
- f. Employees who are recalled to work overtime after leaving the Employer's place of work must be paid:
  - a minimum of four hours at the applicable overtime rate (and Employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
  - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 5 of Schedule Three where the Employee elects to use the Employee's own vehicle.

This does not apply to Employees working broken shifts.

- g. For the purposes of assessing overtime:
  - each day stands alone; and
  - where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.

**F10. TIME IN LIEU OF OVERTIME**

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to between the employer and the employee and pre-approved before being worked, by the Employer.
- b. Instead of receiving payment for authorised overtime, Employees may be compensated by way of Time in Lieu on the following basis:

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input type="checkbox"/>	Casual

- Employees cannot be compelled to take Time in Lieu and an Employer cannot be compelled to agree to provide the Employee with Time in Lieu;
- Time in Lieu is taken on the basis of one hour for each hour of overtime worked;
- Payment for Time in Lieu is to be paid at the basic periodic rate of pay plus applicable shift and weekend allowances in accordance with clause F11 as if the time was worked when taking such Time in Lieu;
- The Employer must maintain records of all Time in Lieu owing and taken by Employees.
- Where no election is made, the Employee shall be paid overtime rates in accordance with this Agreement.
- Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take Time in Lieu within the four month period, it is to be paid out at the appropriate overtime rate based on the rates applying at the time payment is made.

## F11. SHIFT AND WEEKEND WORK

- a. Full Time Employees, (and Part Time or Casual Employees where their rostered shifts commence prior to 6.00am or finish after 7.00pm) are entitled to the following **shift allowances** calculated on their basic periodic rate of pay for shifts rostered:

Shift	Commencement Time	Allowance
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.30am	No allowance
Morning shift	From 10.30am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

### Applies to:

- Full-Time
- Part-Time\*
- Casual\*

\*Applies to some Part-Time and Casual Employees

Casual Employees are entitled to 20% casual loading in clause H1 and the allowances above, where applicable.

- b. Employees are entitled to the following weekend allowances calculated on their ordinary pay for ordinary hours worked on a weekend:

Day	Allowance
Saturday (midnight Friday to midnight Saturday)	Time and one-half (150%)
Sunday (midnight Saturday to midnight Sunday)	Time and three-quarters (175%)

Weekend allowances are paid instead of shift allowances and casual loadings, where applicable.

- c. Where an Employee works hours which would entitle that Employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.
- d. Employees in receipt of a shift loading for working beyond 6.00pm prior to the introduction of this Agreement, will continue to receive the loading where their shift finishes at or before 7.00pm 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.

## F12. PUBLIC HOLIDAYS

- a. An employee is entitled to a day off on a public holiday, subject to subclauses b. and c. below.
- b. The employer may request an employee to work on a particular public holiday.
- c. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in section 114 of the Act. This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time,

### Applies to:

- Full-Time
- Part-Time
- Casual

casual or shift work) and the nature of the employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.

- d. Public holidays shall be allowed to employees without loss of ordinary pay.
- e. For the purposes of this agreement, the following shall be deemed to be public holidays:
- New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.
  - a day that is not an existing public holiday to be nominated by the employer to be taken by the employee between Christmas and New Year; and /or
  - any other day duly proclaimed and observed as a public holiday within the State or region in which the Employee is employed.
- f. 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:
- **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.
  - **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.
  - **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 20 % casual loading referred to in sub-clause H1 (c).
- g. Full-time seven day shift-workers rostered off duty on a public holiday shall be paid one day's pay in addition to the weekly rate, or if the employee so elects have one day added to be taken in conjunction with their period of annual leave.
- h. Where a full-time five day shift worker is rostered off on a public holiday they shall be paid one day's pay in addition to the weekly rate or, if they so elect, accrue an additional annual leave day.
- i. The election referred to in subclause f. is to be made in writing by the employee at the commencement of each calendar year and cannot be changed during that year.

### **F13. ATTENDANCE AT MEETINGS**

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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.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

## F14. ROSTERS

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a. At least two weeks prior to the start of the roster period, the ordinary hours of work for Shift Workers must be:

- displayed on a roster in a place accessible to Employees; or
- communicated to the Employee in writing (including by electronic means).

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual



b. The Employer is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.

c. The Employer may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned Employee absences or emergencies.

Where the alteration requires a Full-Time Employee to work on a day which would have been the Employee's day off, or a Part Time Employee to work on a day which would have been the Employee's Rostered Day Off, the Employee may elect to:

- be paid at overtime rates; or
- take time in lieu at a time agreed between the Employee and the Employer.

## **G. ALLOWANCES**

### **G1. SHIFT, WEEKEND AND PUBLIC HOLIDAY ALLOWANCES**

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- a. The allowances applicable to shift work and work on weekends are set out in clause F11 above.
- b. The allowance applicable to work on public holidays is set out in clause F12 above.

### **G2. IN-CHARGE ALLOWANCE**

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- a. A Registered Nurse who is designated to be in charge of the facility, unit or section during a shift will be paid the allowance set out in Item 8, 9 or 10 of Schedule Three where applicable.
- b. An Employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- c. Registered Nurses holding classified positions of a higher grade than a Registered Nurse are excluded from this clause.

### **G3. VEHICLE/TRAVELLING ALLOWANCE**

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- a. Subject to the Employer being satisfied that the Employee has incurred the expenses:
  - Where an Employee is called upon and agrees to use the Employee's private vehicle for work-related travel, the Employee will be paid the allowance set out in Item 6 of Schedule Three; or
  - Where an Employee is required to use public transport for work-related travel, the Employee is to be reimbursed the actual expenses reasonably incurred for such travel.

The payment will exclude travel from the Employee's home to the first place of work and the Employee's return to home at the end of duties.

- b. An Employee sent for duty to a place other than the Employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- c. 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.

### **G4. UNIFORMS AND LAUNDRY ALLOWANCE**

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- a. Subject to (c) below, sufficient suitable and serviceable uniforms or overalls will 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 Employer, who fails to return the corresponding article last supplied, will 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 will return any uniform or part thereof supplied by the Employer, which is still in use by the Employee, immediately prior to leaving.
- c. In lieu of supplying a uniform or uniform item where required to an Employee, the Employer will pay the Employee the weekly allowance set out in Items 12 to 15 of Schedule Three to this Agreement according to the applicable item number as and when required. Uniform items include special-type shoes, cardigan or jacket, stockings and socks.
- d. If, in any service, the uniforms of an Employee are not laundered at the expense of the service, the sum per week set out in Item 16 of Schedule Three to this Agreement will be paid to the said Employee. Provided that the payment of such laundry allowance will not be made to any Employee on absences exceeding one week.
- e. An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each Employee whose duties require them to work out of doors will be supplied with overboots and sufficient raincoats will be made available for use as necessary.
- g. Each Employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

#### **G5. ON CALL ALLOWANCE**

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- a. An Employee is on call if the Employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An Employee on call must be paid the allowance in Item 17 of Schedule Three for each period of 24 hours or part thereof.
- c. An Employee who is directed to remain on call during a meal break will be paid the meal break allowance in Item 18 of Schedule Three.
- d. Where an Employee on call leaves the workplace and is recalled to duty, the Employee shall be reimbursed reasonable travel expenses incurred or the allowance in Item 5 of Schedule Three where the Employee elects to use the Employee's own vehicle.
- e. This clause does not apply to the Employment Classifications of Residential Manager, Community Care Manager, Director of Nursing and Deputy Director of Nursing.

#### **G6. CONTINUING EDUCATION ALLOWANCE**

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- a. An Employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid, the allowance in Items 19 to 22 of Schedule Three subject to the following:
  - Allowances will be payable as follows:

<b>Classification</b>	<b>Qualification</b>	<b>Allowance</b>
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 19
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 20



Registered Nurse	Master's degree or doctorate	Item 21
Enrolled Nurse or Endorsed Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 22

- Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
  - The Employer must accept that the qualification is directly relevant to the competency and skills used by the Employee in the duties of their position;
  - An Employee is only entitled to one allowance, being the allowance of the highest monetary value;
  - An Employee must provide evidence to the Employer that they hold that qualification;
  - The allowance is not included in the Employee's basic periodic rate of pay;
  - Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.
- b. This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to:
- Clinical Nurse Specialists;
  - Clinical Nurse Consultants;
  - Clinical Nurse Educators; or
  - Director of Nursing or Residential Manager unless it can be demonstrated to the satisfaction of the Employer that more than 50% of the Employee's time is spent doing clinical work.

## **G7. 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 F2 - 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 F2 - 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.

## **G8. SLEEPOVER ALLOWANCE**

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- a. A sleepover means sleeping in at night for a period of 8 to 10 hours in order to be on call and available for emergencies. An emergency is any unplanned occurrence or event requiring prompt action.
- b. An Employee undertaking a sleepover is entitled to the allowance as set out in clause G8 (d).
- c. Employees, other than Employees in the Nursing Employment Classifications (Nurses), may be required to sleepover. Nurses may undertake sleepovers by agreement.
- d. For each sleepover, Employees shall be provided with:
  - free board and lodging;
  - a separate room with a bed and use of staff facilities or client facilities where applicable;
  - a sleepover allowance equivalent to 2.4 hours of the Employee's basic periodic rate of pay.
- e. If an Employee is directed to perform work other than work of an emergency nature during any sleepover, in addition to the sleepover allowance, the Employee will be paid the hourly rate of pay:
  - 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.
- f. All time worked during any sleepover shall count as time worked and be paid for as follows:
  - Full-time Employees will be paid at overtime rates.
  - Part-Time and Casual Employees will be paid at their basic periodic rate of pay plus applicable shift and weekend penalties.

If the total number of hours worked on that night exceeds eleven hours, then the excess hours will be paid at overtime rates.

If the total number of hours worked in the fortnight exceeds 76 hours in the fortnight, then the excess hours worked in that fortnight will be paid at overtime rates.
- g. An Employee must not be required to sleepover during any part of their days off and/or their ADO's.
- h. Where an Employee has performed so much work during a sleepover and has not been provided with an 8-hour break between the sleepover and the Employee's next rostered shift is due to commence:
  - the Employee will be released either before or after their shift so they have the appropriate break without loss of pay; or
  - if the Employee is directed to work without the appropriate break, the Employee will be paid until they are released from duty at double time (200%) and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay.
- i. This clause does not preclude the Employer from rostering an Employee to work shift work in lieu of undertaking sleepovers.

## **G9. SERVICE ALLOWANCE**

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- a. All full-time Employees (previously employed under the Charitable Aged and Disability Care Services (State) Award), appointed prior to 1 June, 1980, will after 10 years' continuous service with the Employer, be paid in addition to the rates prescribed in Schedule Two and Schedule Three 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 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 will be taken into account when calculating service for the purposes of this clause.
- d. Continuous service will 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.

## **G10. CLIMATIC & ISOLATION ALLOWANCE**

---

- a. Subject to (b) below Employees in places situated upon or to the west of a line drawn as herein specified will be paid the weekly allowance set out in Schedule Three to this Agreement in addition to their salary.

The line shall be drawn as follows: viz., commencing at Tocumwal and on to the following towns in the order stated, namely: Lockhart; Narrandera; Leeton; Peak Hill; Gilgandra; Dunedoo; Coolah; Boggabri; Inverell; and Bonshaw.

- b. Employees in places situated upon or to the west of a line drawn as herein specified will be paid the weekly allowance set out in Schedule Three to this Agreement in addition to their salary.

The line is drawn as follows: viz., commencing at a point on the right bank of the Murray River opposite Swan Hill (Victoria) and on to the following towns in the order stated, namely: Hay; Hillston; Nyngan; Walgett; Collarenebri; and Mungindi.

- c. The allowances prescribed herein are not cumulative.
- d. Except for the calculation of overtime the allowances prescribed herein will be regarded as part of salary for the purposes of this Agreement.
- e. An Employee who works less than 38 hours per week will be entitled to the allowances prescribed above in the same proportion as the average hours worked each week bears to 38 ordinary hours.

## **G11. APPRENTICE ALLOWANCES**

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- a. Apprentices are entitled to reimbursement for fares reasonably incurred travelling to and from college to their place of residence.
- b. Apprentices are entitled to the weekly allowance in Item 7 of the Schedule Three if they obtain and provide to the Employer:
  - a certificate or statement evidencing that the Apprentice has passed the first year technical college examination; and
  - a report confirming satisfactory conduct, punctuality and progress of the Apprentice at college.

## H. REMUNERATION AND BENEFITS

### H1. REMUNERATION

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- a. An Employee's remuneration will be paid fortnightly.
- b. Full-Time and Part-Time Employees are entitled to be paid ordinary pay in Schedule 2 for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid ordinary pay in Schedule Two appropriate Employment Classification plus a 20% casual loading for all ordinary hours worked. The exception is for weekends and public holidays, where allowances listed under F11c (for weekends) and F12b (public holidays) are payable.
- d. Apprentices are entitled to be paid ordinary pay in Schedule 2 for the appropriate Employment Classification for all ordinary hours worked.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual
<input checked="" type="checkbox"/> Apprentice
<input type="checkbox"/> Trainees

### H2. SALARY INCREASES

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- a. The Employer is committed to providing salary increases that reward Employees for their efforts and that are aligned to industry standards.
- b. Salary increases for the life of the Agreement are defined in Schedule Two.
- c. Any increases in rates of pay by the Industrial Relations Commission (or any other industrial body or tribunal) effective prior to or during the term of this Agreement may be absorbed into the salary increases set out above.
- d. AIN's who are currently paid above the AIN thereafter rate, that is rate 1 \$17.37, rate 2 \$19.27, rate 3 \$19.67 will be paid the AIN grandparent rate 1, AIN grandparent rate 2, AIN grandparent rate 3, as specified in schedule two.
- e. EEN's who are currently employed will all be translated to EEN Level b Year 3 rate as from first full pay period in November, 2009.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

### H3. AGREEMENT BONUS

---

All employees will be paid a one-off bonus on the first pay day after this agreement has been endorsed by employees.

For full time 38 hour a week employees, the bonus will be \$450-00 (Gross). It will be pro-rated for other employees according to the hours worked.

The bonus will not count for superannuation purposes.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

### H4. SALARY PACKAGING

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- a. The Employer has made salary packaging arrangements available for those Employees who wish to take advantage of the benefits.
- b. Employees (except Casual Employees) are able to package and structure their remuneration in accordance with the Employer's salary packaging policy.
- c. If existing taxation law is changed and that change impacts salary packaging arrangements, the Employer may decide to discontinue the arrangements.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- d. The Employer will give at least one month written notice of any change or cancellation to the salary packaging arrangements.

## H5. PAYMENT OF WAGES

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

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual



## H6. SUPERANNUATION

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- a. The Employer will make superannuation contributions to an approved complying superannuation fund nominated by the Employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- b. An 'approved fund' means:
- (1) the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
  - (2) the Health Industry Plan;
  - (3) the First State Super;
  - (4) the Health Super; or
  - (5) 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.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual



An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.

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.

- c. The Employer supports those Employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.



## I. LEAVE

### 11. LEAVE ENTITLEMENTS

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- a. Employees are entitled to the leave provided in this Agreement (as set out below) and such leave will be administered in accordance with the Employer's policies.
- b. For all periods of authorised paid leave, Employees are entitled to be paid their basic periodic rate of pay.
- c. Part-Time Employees are entitled to leave on a pro-rata basis.
- d. Casual Employees have no entitlement to leave other than unpaid personal leave, long service leave and eligible casual employees as defined by an entitlement to unpaid parental leave. (refer to 16)

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual



### 12. ANNUAL LEAVE

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#### a. Entitlement to Annual Leave

For each year of service with his or her employer:

- A seven day shift worker is entitled to 5 weeks of paid annual leave;
- All other employees, other than casuals, are entitled to 4 weeks of paid annual leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual



#### b. Accrual of Annual Leave

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

#### c. Payment of Annual Leave

- 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.
- 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.
- Annual leave loading, if any, shall be paid in accordance with clause 12 a. of this Agreement.

#### d. Taking of Annual Leave

- An employee is entitled to take an amount of annual leave during a particular period if:
- at least that amount of annual leave is credited to the employee; and
- the employer has authorised the employee to take the annual leave during that period.
- In the taking of leave, the employee shall make written application to the employer, giving timely notice of the desired period of such leave.



- 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.

**e. Extensive accumulated annual leave**

Once leave accrues, it must be taken within 12 months. Any extension of that 12 month period is at Living Care's discretion, after special permission has been requested through the Living Care Senior Manager.

**f. Seven Day Shift Worker Additional Leave**

A seven day shift worker is entitled to accrue an additional amount of 1 week paid annual leave, for each completed 12 month period of continuous service.

The additional paid annual leave set out in this sub-clause is not cumulative upon additional paid Counter Leave as set out in the sub-clause g. The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then Counter Leave shall not apply.

**g. 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:

Sunday/Holiday Work	Full-time Employees	Part-time Employees
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

The additional paid annual leave set out in this sub-clause is not cumulative upon the additional paid annual leave set out in the sub-clause (f - seven day shift worker additional leave) The entitlement set out in this sub-clause shall only apply in the event that it provides a more favourable outcome for the employee and, if it does, then the additional leave in sub-clause f. shall not apply.

**h. Payment in Lieu of Additional or Counter Leave**

Employees may elect to be paid in lieu of additional leave (either Counter or Additional Leave). Such election is to be made in writing by the employee at the

commencement of each calendar year of employment and cannot be changed during that year.

**i. Annual Leave Loading**

- 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 below in this clause, whichever is the greater.
- 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 F12 - Public Holidays or clause I2 g. - Counter Leave of this Agreement.
- 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.
- 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.
- 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.

**k. 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.

**13. PAID PERSONAL LEAVE (SICK AND CARER'S LEAVE)**

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a. Full-time employees and permanent part time employees are entitled to 10 days paid personal leave.

b. Accrual of personal leave is progressive during a year of service and according to the employees ordinary hours of work, and accumulates from year to year.

c. Personal leave is either:

- sick leave taken by an Employee who is not fit for work because of a personal illness or injury; or
- carer's leave taken by an Employee to provide care or support to a member of the Employee's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.

d. Any unused personal leave accrues each year, however an Employee cannot take more than 10 days paid carer's leave each year without special consideration or agreement between Employer and Employee.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

- e. If the period which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.
- f. If the employee takes paid personal leave, the employer must pay the employee at the employee's ordinary pay for the ordinary hours of work in the period.

#### 14. UNPAID PERSONAL LEAVE

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- a. Once an Employee's entitlement to paid personal leave has been exhausted, Employees are entitled to up to two days unpaid carer's leave per occasion.
- b. Carer's leave can be taken by an Employee to provide care or support to a member of the Employee's immediate family or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- c. An employee may seek special consideration or agreement between Employer and Employee for separate periods providing they have met all conditions in clause a & b above.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

#### 15. COMPASSIONATE (BEREAVEMENT) LEAVE

---

- a. Employees are entitled to up to two days paid compassionate leave per occasion:
  - for the purposes of spending time with a person who is a member of the Employee's immediate family or household and has a personal illness, or injury, that poses a serious threat to his or her life; or
  - after the death of a member of the Employee's immediate family or household.
- b. If any additional compassionate leave is required, then Employees may utilise any other form of leave as appropriate or apply for leave without pay.
- c. If the employee is paid compassionate leave, the employer must pay the employee at the employee's ordinary pay for the ordinary hours of work in the period.
- d. An employee may seek special consideration or agreement between Employer and Employee for separate periods providing they have met all conditions in clause a & b above.
- e. 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 employee are otherwise not affected.

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

#### 16. UNPAID PARENTAL LEAVE

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- a. Refer to the *Industrial Relations Act 1996* (NSW). The following provisions shall also apply in addition to those set out in the *Industrial Relations Act 1996* (NSW).

<b>Applies to:</b>
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual*

\*Applies to regular casual employees

b. An employer must not fail to re-engage a regular casual employee (see section 53(2) of the Act) because:

1. the employee or employee's spouse is pregnant; or
2. the employee is or has been immediately absent on parental leave.

The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

c. Right to request

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

to assist the employee in reconciling work and parental responsibilities.

2. 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.
3. Employee's request and the employer's decision to be in writing

The employee's request and the employer's decision made under c(1)(ii) and c(1)(iii) must be recorded in writing.

4. Request to return to work part-time

Where an employee wishes to make a request under c(1)(iii), 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 parental leave.

d. Communication during parental leave

1. 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.

2. 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 to work on a part-time basis.
  3. 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 (d. 1).
- e. 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:
1. 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
  2. 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 paid leave immediately, for a period ending at the time stated in the medical certificate.
- f. 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.
- g. Any period of paid leave taken by an employee pursuant to sub-clause (e) shall be deducted from the employee's entitlement to paid maternity leave.

## 17. PAID PARENTAL LEAVE

---

- a. Employees are entitled to paid parental leave in accordance with the Employer's policy.
- b. Employees are eligible for paid parental leave after they have completed at least 52 weeks continuous service prior to the expected date of birth, or prior to taking custody of the child.
- c. An eligible Employee is entitled to:
  - nine weeks paid maternity or adoption leave; or
  - one week paid paternity leave;

as appropriate at the Employee's basic periodic rate of pay from the date the leave commences.

- d. Paid maternity and adoption leave may be paid in advance in a lump sum or may be taken as half-pay over eighteen weeks.
- e. The period of parental leave will be less than 52 weeks if the Employee, or the Employee's spouse, takes any other related authorised leave such as authorised paternity leave.

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input type="checkbox"/> Casual

## 18. LONG SERVICE LEAVE

Applies to:
<input checked="" type="checkbox"/> Full-Time
<input checked="" type="checkbox"/> Part-Time
<input checked="" type="checkbox"/> Casual

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



b. 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.

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.

c. For the purpose of sub-clause (b):

(1) service shall mean continuous service with any one employer/organisation;

(2) 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 (f).

d. (1) 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.

(2) 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 or paid out in accordance with sub-clause (i), be paid at the rate applicable at the time of the agreement.

e. (1) 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.

(2) 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 (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.

- f. 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.
- g. 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.
- h. Employees of the employer previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrued entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

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

- i. By agreement in writing between the employer and an employee, any and all long service leave accrued to that employee may be paid out by the employer in lieu of the employee taking such long service leave.

## 19. LEAVE WITHOUT PAY

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- a. By agreement between the employer and a permanent employee, an employee may be granted a period of leave without pay.
- b. The period of leave without pay will not break the continuity of service but will not count for the purpose of:

Applies to:	
<input checked="" type="checkbox"/>	Full-Time
<input checked="" type="checkbox"/>	Part-Time
<input type="checkbox"/>	Casual

- (1) accruing annual leave, incremental progression, sick leave and public holidays;
- (2) 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;

- (3) qualifying period for paid and unpaid parental leave; and
- (4) the calculation of notice and severance pay in accordance with clause K - Termination of Employment and clause K5 - Redundancy.



## **J. STAFFING AND DEVELOPMENT**

### **J1. TRAINING**

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- a. Employees will be given ongoing training as necessary, relevant to their roles and responsibilities.
- b. Where practicable, training must be provided to Employees during their normal rostered hours of work. Where it is not:
  - Employees will attend training outside their normal rostered working hours when required to do so by the Employer;
  - The Employer must provide Employees with two weeks notice of the requirement to attend training outside of their normal rostered working hours;
  - Where an Employee attends training they will be paid their ordinary pay and the Vehicle/Travelling Allowance (Item 5 of Schedule Three) for the travel time that is in excess of the time normally taken for the Employee to attend work;
  - Training must be arranged so that Full-Time Employees receive a minimum break as set out in clause F5. Where practicable, similar arrangements should also be made available to all other Employees.
  - 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.

### **J2. PROFESSIONAL CAREER BREAK**

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Employees shall be eligible to a career break which is:

- a. mutually agreed to by both the employer and employee
- b. to provide a career enhancement opportunity
- c. subject to position review and availability

This is on the basis of one year off at 80% of the salary applicable at the time of the break following four years during which the employee was paid 80% of the applicable rate for their position. Superannuation and other entitlements shall be calculated at 80% of the ordinary rate

### **J3. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE**

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- a. The Employer is committed to providing and supporting training and educational opportunities to ensure that Employees are able to meet the Employer's best practice objectives.
- b. Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management or executive programs, conferences and seminars.

- c. Consistent with the above, Employees are entitled to paid study leave for courses related to work, approved by the Employer. Such leave is not applicable to Casual Employees, will not accrue year to year and will be pro-rated for Part-Time Employees.
- d. Approval by the manager for study leave must be granted prior to the Employee registering for formal courses of study, conferences or seminars.

## K. TERMINATION OF EMPLOYMENT

### K1. RESIGNATION

- a. Employees may resign from their employment by giving the following notice:

Employee	Notice
Director of Nursing, Residential Managers, Community Care Managers and Care Service Employee – Grade 5	Four weeks
Casual Employee	To the end of the current shift
All other Employees	One week

**Applies to:**

- Permanent
- Fixed Term
- Casuals

### K2. TERMINATION ON NOTICE

- a. The Employer may terminate the Employee's employment by giving the following written notice, or payment in lieu, of such notice:

Employee's period of continuous service	Notice
Not more than 3 years	At least two weeks
More than 3 years but not more than 5 years	At least three weeks
More than 5 years	At least four weeks

**Applies to:**

- Permanent
- Fixed Term
- Casuals

Director of Nursing, Residential Managers, Community Care Managers and Care Service Employee Grade 5 is entitled to four week's notice.

- b. If the Employee is over 45 year of age and has completed at least two years of continuous service with the Employer, the Employee is entitled to an additional week's notice.
- c. The Employer may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.

### K3. SUMMARY TERMINATION (WITHOUT NOTICE)

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.

**Applies to:**

- Permanent
- Fixed Term
- Casuals

### K4. ABANDONMENT OF EMPLOYMENT

- a. Where an Employee is absent from work, the onus is on the Employee to notify the Employer as soon as possible on the day of absence.
- b. Where the Employee is absent from work for a continuous period of two working days without the consent of, and without notification to, the Employer, the Employer may inform the Employee in writing that unless the Employee provides a

**Applies to:**

- Permanent
- Fixed Term
- Casuals

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 and their employment will be terminated.

## K5. REDUNDANCY

- a. Redundancy occurs where the Employer has made a definite decision that the Employer no longer has a business/operational requirement for the position and this is not due to the ordinary and customary turnover of labour.
- b. Upon termination of the Employee's employment due to redundancy, the Employer will pay the Employee the following severance payment:

Applies to:
<input checked="" type="checkbox"/> Permanent
<input checked="" type="checkbox"/> Fixed Term
<input checked="" type="checkbox"/> Casuals

- Where the Employee is under 45 years of age:

Minimum years of service	Severance pay
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

- Where the Employee is 45 years of age or over:

Minimum years of service	Severance pay
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. The Employee is not entitled to notice (clause K2) or severance pay where:
- the Employee's position is redundant and the Employee is offered employment in another position comparable in status and remuneration to their position; or
  - part or all of the Employer's business is transmitted by way of sale, assignment or succession and the Employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.

- d. For the purposes of this clause "continuous service" means an Employee's service with the Employer during the whole of the period, including a period of authorised paid leave. 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.
- e. For the purposes of this clause "Weeks pay" for employees other than casuals means the greater of:
- the Employee's ordinary pay (excluding overtime), plus the following allowances (where applicable) broken shift allowance, shift and weekend work allowances, sleepover allowance and district and divisional allowances; or
  - the Employee's average actual weekly earnings over the preceding twelve months from the date of termination.
- f. Weeks pay for casuals means the employee's average actual weekly earnings over the preceding twelve months from the date of termination

**EXECUTED** by the parties

**EXECUTED** by **THE EMPLOYER** by being )  
signed by those persons who are )  
authorised to sign on its behalf: ) .....

.....  
Witness Name of Authorised Officer

.....  
Name of Witness Position of Authorised Officer

.....  
Address of Witness Address of Authorised Officer

**DATED** / / 2010

**EXECUTED** by **THE NEW SOUTH WALES** )  
**NURSES' ASSOCIATION, and BRANCH** )  
**SECRETARY AUSTRALIAN NURSING** )  
**FEDERATION - NSW BRANCH** by being )  
signed by those persons who are )  
authorised to sign on its behalf: ) .....

.....  
Witness Name of Authorised Officer

.....  
Name of Witness Position of Authorised Officer

.....  
Address of Witness Address of Authorised Officer

**DATED** / / 2010

**EXECUTED** by **THE AUSTRALIAN NURSING** )  
**FEDERATION - NSW BRANCH** by being )  
signed by those persons who are )  
authorised to sign on its behalf: ) .....

.....  
Witness Name of Authorised Officer

.....  
Name of Witness Position of Authorised Officer

.....  
Address of Witness Address of Authorised Officer

**DATED** / / 2010

**EXECUTED** by **THE HEALTH SERVICES UNION**  
by being signed by those persons who are  
authorised to sign on its behalf:

)  
)  
) .....

.....  
Witness

.....  
Name of Authorised Officer

.....  
Name of Witness

.....  
Position of Authorised Officer

.....  
Address of Witness

.....  
Address of Authorised Officer

**DATED**

/ / 2010

## SCHEDULE ONE - TRAINEES

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### 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:**

	Highest Year of Schooling Completed		
	Year 10	Year 11	Year 12
	\$	\$	\$
School Leaver	6.45	7.08	8.51
Plus 1 year out of school	7.08	8.51	9.88
Plus 2 years	8.51	9.88	11.51
Plus 3 years	9.88	11.51	13.18
Plus 4 years	11.51	13.18	
Plus 5 years or more	13.18		

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	6.45	7.08

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	8.06	8.85	10.64
1 year after leaving school	8.85	10.64	12.35
2 years +	10.64	12.35	14.39
3 years +	12.35	14.39	16.48
4 years +	14.39	16.48	
5 years +	16.48		

Table 4 - Hourly Rates for School-Based Traineeships

	Year of schooling	
	YEAR 11 \$	YEAR 12 \$
Skills level A	8.06	8.85

- 6.1 The hourly rates in this schedule shall be further increased from time to time in accordance with any decision of the Australian Fair Pay Commission.

## SCHEDULE TWO – PAY RATES

Classification Stream	First full pay period on or after 1 Nov 2009	First full pay period on or after 1 Nov 2010
<b>Assistant in Nursing</b>		
18 years & Over		
Cert III	16.26	16.75
1 <sup>st</sup> year	16.26	16.75
2 <sup>nd</sup> year	16.77	17.27
3 <sup>rd</sup> year	17.28	17.80
Thereafter	17.80	18.33
Team Leader	18.85	19.42
<b>Trainee Enrolled Nurse</b>		
18 years & Over		
1 <sup>st</sup> year	16.26	16.75
2 <sup>nd</sup> year	16.77	17.27
3 <sup>rd</sup> year	17.28	17.80
Thereafter	17.80	18.33
<b>Enrolled Nurse</b>		
1 <sup>st</sup> year	19.86	20.46
2 <sup>nd</sup> year	20.28	20.89
3 <sup>rd</sup> year	20.72	21.34
4 <sup>th</sup> year	21.16	21.79
Thereafter	21.61	22.26
<b>Endorsed Enrolled Nurse</b>		
Level a	21.37	22.01
Level b – year 1	21.81	22.46
Level b – year 2	22.28	22.95
Level b – year 3	23.35	24.05
<b>Registered Nurse</b>		
1 <sup>st</sup> year	24.95	25.70
2 <sup>nd</sup> year	26.47	27.26
3 <sup>rd</sup> year	28.08	28.92
4 <sup>th</sup> year	29.80	30.69
Thereafter	31.61	32.56
<b>Clinical Nurse Specialist</b>		
	32.90	33.89
<b>Clinical Nurse Educator</b>		
	32.90	33.89
<b>Nurse Educator</b>		
1 <sup>st</sup> year	35.05	36.10
2 <sup>nd</sup> year	36.04	37.12
3 <sup>rd</sup> year	36.93	38.04
4 <sup>th</sup> year	38.86	40.03
<b>Clinical Nurse Consultant</b>		
	38.86	40.03
<b>Nursing Unit Manager (personal to current occupants as at 1.03.99)</b>		
Level 1		
1 <sup>st</sup> year	35.05	36.10
2 <sup>nd</sup> year	36.04	37.12
Level 2	36.93	38.04
Level 3	37.90	39.04

Classification Stream	First full pay period on or after 1 Nov 2009	First full pay period on or after 1 Nov 2010
<b>Senior Nurse Educator</b>		
1 <sup>st</sup> year	39.80	40.99
2 <sup>nd</sup> year	40.61	41.83
3 <sup>rd</sup> year	41.97	43.23
<b>Deputy Director of Nursing</b>		
< 20 beds	36.78	37.88
20 – 75 beds	37.73	38.86
75 – 100 beds	38.59	39.75
100-150 beds	39.42	40.60
150 – 200 beds	40.61	41.83
200 – 250 beds	41.97	43.23
250 – 350 beds	43.54	44.85
350 – 450 beds	45.09	46.44
450 – 750 beds	46.77	48.17
> 750 beds	48.57	50.03
<b>Director of Nursing</b>		
< 25 beds	41.12	42.35
25 –50 beds	43.54	44.85
50 – 75 beds	44.48	45.81
75 -100 beds	45.40	46.76
100 – 150 beds	46.71	48.11
150 – 200 beds	48.27	49.72
200 – 250 beds	49.83	51.32
250 – 350 beds	51.71	53.26
350 – 450 beds	54.83	56.47
450 – 750 beds	58.00	59.74
> 750 beds	61.65	63.50
<b>Facility Manager</b>		
20 beds, less than 75 beds	31.09	32.02
75 beds, less than 100 beds	32.23	33.19
100 beds, less than 150beds	33.58	34.59
<b>Community Care Manager or Community Services Program Manager</b>		
10 packages, less than 60 packages	29.98	30.88
60 packages less than 120 packages	31.43	32.37
120 packages, less than 180 packages	33.15	34.14
<b>Care Service Employee</b>		
Refer to Adult rates for Juniors		
Adult		
Grade 1	16.75	17.25
Grade 2	17.80	18.33
Grade 3	18.86	19.43
Grade 4	19.86	20.46
	Level 2	22.85
Grade 5	From	23.77
	To	35.41
<b>Home Care Employees or Community Care Employees</b>		
Grade 1	16.85	17.35
Grade 2	17.67	18.20
Grade 3	18.89	19.46

Classification Stream	First full pay period on or after 1 Nov 2009	First full pay period on or after 1 Nov 2010
<b>Diversional Therapist</b>		
1 <sup>st</sup> year	18.19	18.73
2 <sup>nd</sup> year	19.10	19.67
3 <sup>rd</sup> year	20.00	20.60
4 <sup>th</sup> year	20.93	21.56
Thereafter	21.82	22.47
<b>Maintenance</b>		
Maintenance Supervisor (Otherwise)	21.42	22.06
Maintenance Supervisor (Otherwise) - in charge of staff	20.16	20.76
Maintenance Supervisor (Tradesperson)	21.98	22.65
<b>Clerical &amp; Administrative Employees</b>		
Juniors Refer to Adult rates		
Adults		
Grade 1	18.07	18.62
Grade 2	19.15	19.72
Grade 3	20.30	20.91
Grade 4	21.23	21.87
Grade 5	22.21	22.88
<b>Extra Classifications</b>		
AIN Grandparent 1	17.89	18.43
AIN Grandparent 2	19.85	20.45
AIN Grandparent 3	20.26	20.87

Hourly Pay Rates for Permanent Employees Residential Aged Care (NSW)

**NOTE: THESE ARE PERMANENT EMPLOYEES RATES OF PAY ONLY AND ARE NOT INCLUSIVE OF ANY CASUAL LOADINGS THAT APPLY TO CASUAL EMPLOYEES**



## SCHEDULE THREE - ALLOWANCES

### Allowances for Residential Aged Care (NSW)

Item No.	Clause	Description	Per	First full pay period on or after 1 Nov 2009	First full pay period on or after 1 Nov 2010
1	F 7 c	Broken Shift	Shift	8.05	8.29
2	F 5 c	Overtime Breakfast	Meal	12.16	12.52
3	F 5 c	Overtime Luncheon	Meal	15.73	16.20
4	F 5 c	Overtime Evening Meal	Meal	22.95	23.64
5	F 9 f G 5 d J 1 b	Vehicle Allowance	Km	0.33	0.34
6	G 3 a	Vehicle Allowance – official business	Km	0.64	0.66
7	G 11 b	Apprentice – TAFE Examination Allowance	Week	1.85	1.91
8	G 2 a	In charge of residential aged care facility less than 100 beds	Shift	20.90	21.53
9	G 2 a	In charge of residential aged care facility, 100 beds or more	Shift	33.68	34.69
10	G 2 a	In charge of section	Shift	20.96	21.53
11	G 4 a	Uniform	Week	6.22	6.41
12	G 4 c	Shoes	Week	1.93	1.99
13	G 4 c	Cardigan or Jacket	Week	1.85	1.91
14	G 4 c	Stockings	Week	3.09	3.18
15	G 4 c	Socks	Week	0.61	0.63
16	G 4 c	Laundry	Week	5.17	5.33
17	G 5 b	On call	Day	18.63	19.19
18	G 5 c	On call during meal break	Shift	10.08	10.38

19	G 6 a	Continuing Education Allowance: RN Postgraduate Certificate (not a hospital certificate)	Week	17.55	18.08
20	G 6 a	Continuing Education Allowance: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	29.24	30.12
21	G 6 a	Continuing Education Allowance: RN Master's Degree or Doctorate	Week	35.08	36.13
22	G 6 a	Continuing Education Allowance: EN Certificate IV qualification (unless upgrades the qualification leading to enrollment)	Week	11.69	12.04
23	G 10 a	Climatic & Isolation Allowance	Week	5.22	5.38
24	G 10 b	Climatic & Isolation Allowance	Week	9.85	10.15