



DECISION

Fair Work Act 2009

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

St Vincent's Care Services Ltd T/A St Vincent's Care Services
(AG2021/129)

ST VINCENT'S CARE SERVICES NSW ENTERPRISE AGREEMENT 2020 - 2022

Aged care industry

DEPUTY PRESIDENT CROSS

SYDNEY, 3 MAY 2021

Application for approval of the St Vincent's Care Services NSW Enterprise Agreement 2020 - 2022.

[1] St Vincent's Care Services Ltd T/A St Vincent's Care Services (the Applicant) have applied for approval of an enterprise agreement known as the *St Vincent's Care Services NSW Enterprise Agreement 2020 - 2022* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act) by. The agreement is a single enterprise agreement.

[2] The matter was allocated to my Chambers on 10 February 2021.

[3] On 15 February 2021, my Chambers contacted the parties to seek clarification about aspects of the Agreement and invited the Applicant to address these matters including through the provision of an undertaking.

[4] The Applicant has submitted an undertaking in the required form dated 27 April 2021. The undertaking deals with the following topics:

- Providing an amended penalty rate for Night shift commencing at 4.00pm and before 4.00am for Care Service Employees and Clerical & Administrative Employees,
- Providing an amended hourly rate for Grade 2 – Level II Care Service Employee - Support, Maintenance, Food Services, Cleaning, Laundry Services, Maintenance Services, and Driving, and
- Providing an amended hourly rate for Grade 2 – Level II Care Service Employee – Care.

[5] A copy of the undertaking has been provided to the bargaining representatives and I have sought their views in accordance with s.190(4) of the Act. The bargaining

representatives that responded supported the undertaking or did not express any view on the undertaking.

[6] The undertaking appears to meet the requirements of s.190(3) of the Act and I have accepted it. As a result, the undertakings are taken to be a term of the Agreement.

[7] The Health Services Union and the Australian Nursing and Midwifery Federation, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) of the Act I note that the Agreement covers these organisations.

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

[9] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 7 days after the date of approval of the Agreement. The nominal expiry date is 30 June 2022.



DEPUTY PRESIDENT

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St Vincent's Care Services

NSW Enterprise Agreement 2020 - 2022

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

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PART 1 - PRELIMINARIES

1 INTRODUCTION

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

- a) The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- b) The employer will formally advise the Unions when the Agreement is made in order for the Unions to apply under section 183 of the Fair Work Act 2009 to be covered by the agreement.
- c) It is the intention of this Agreement that the Unions will be covered by this Agreement.

2 TITLE

This Agreement shall be known as the St Vincent's Care Services NSW Enterprise Agreement 2020 - 2022 and throughout is referred to as "this Agreement".

3 PARTIES BOUND

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

- (a) St Vincent's Care Services Ltd;
- (b) Health Services Union New South Wales Branch;
- (c) The Australian Nursing & Midwifery Federation NSW Branch (ANMF NSW Branch) (ABN 85 726 054 782, NSW Branch of the ANMF (ABN 41 816 898 298) located at 50 O'Dea Ave, Waterloo, NSW 2017.
- (d) All those employees of the employer performing work within the classifications contained in this agreement and employed in a residential aged care facility and home care activities in NSW.

4 COMMENCEMENT

The agreement will commence 7 days after the date of approval by the Fair Work Commission (FWC).

5 EXPIRY

This Agreement shall have a nominal expiry date of 30 June 2022. Parties agree to start negotiations three months prior to the nominal expiry date.

6 DEFINITIONS

Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES.

For the purposes of this Agreement:

Act means the [Fair Work Act 2009](#) (as amended).

Base rate of pay (refer to section 16 of the Act) means a rate of pay for a period worked (however the rate is described) that does not include, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

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

Delegate means an employee recognised by either Union as a representative of their Union in the workplace.

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

FWC means Fair Work Commission

Immediate Family means:

- (a) a spouse, a former spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or a former spouse or de facto partner of the employee.
- (c) a de facto partner is a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes) and includes a former de facto partner.
- (d) a child includes: an adult child; an adopted child; a stepchild; a foster child or an ex-nuptial child.
- (e) a parent includes: a foster parent or a legal guardian.

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

Ordinary Pay includes: the base rate of pay; any applicable over-agreement payments for ordinary hours of work; it does not include, shift or weekend penalties.

Regulations means the [Fair Work Regulations 2009](#) associated with the Fair Work Act 2009 (as amended from time to time).

Union or Unions means the Health Services Union New South Wales Branch the Australian Nursing & Midwifery Federation (ANMF), of which New South Wales is a Branch (ANMF NSW Branch). The NSWNMA is the commonly recognised reference in NSW.

Employee has the meaning in the Act.

Employer means St Vincent's Care Services Ltd trading as St Vincent's Care Services (50 055 210 378).

Permissible occasion has the meaning in the Act.

7 COMPLETE AGREEMENT

- 7.1 Other than individual agreements reached in accordance with clause 8 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the

employment relationship other than organisational policies which must be read in conjunction with the matters contained in this Agreement and or government legislation/regulation as varied from time to time.

- 7.2 Notwithstanding clause 7.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

8 AGREEMENT FLEXIBILITY

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

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

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

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

- 8.3 The employer must ensure that the individual flexibility arrangement:

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

- 8.4 The employer must give the employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to.
- 8.5 The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than twenty-eight (28) days' written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing at any time.
- 8.6 An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

9 NATIONAL EMPLOYMENT STANDARDS

- 9.1 Where this Agreement provides an employee with an entitlement of any kind also provided by the Act, the Agreement (to the extent it is more beneficial) supplements and absorbs the NES entitlement, but does not provide a double benefit.
- 9.2 Where after the commencement of this Agreement, the NES is varied to remove a condition or entitlement referred to or set out in this Agreement, the condition or entitlement referred to or set out in this Agreement shall have no effect.
- 9.3 Any provision in this Agreement that (for any reason) is, or becomes, inconsistent with the Act or the NES has no effect to the extent of the inconsistency unless the provision in this Agreement is more beneficial to the employee.

10 AVAILABILITY OF AGREEMENT

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

11 NO FURTHER CLAIMS

The employer and/or the employees will not, during the term of this Agreement, pursue any further claims on the matters contained in the Agreement.

PART 2 - ENGAGEMENT

12 EMPLOYEE ENGAGEMENT

12.1 Types of Employment and Employment Categories:

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

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

- (d) Maximum term
- (e) Trainees

At the time of engagement, the employer will inform each employee whether they are employed on a full time, part time, casual or maximum term basis. The employer may direct the employee to carry out such duties that are within the limits of the employee's skill, competence and training consistent with the respective classification.

12.2 Classifications

Classification definitions are set out in Schedule A.

The employer must advise all employees in writing of their classification upon commencement of employment and of any subsequent changes to their employment.

12.3 Minimum Employment Period:

- (a) Employees (other than casual employees) will be on a period of probation for the first six (6) months of employment for the purpose of determining the employee's suitability for ongoing employment.
- (b) At any time during the probation period, the employer or the employee can terminate the employment by providing written notice in accordance with clause 38 - Termination of Employment.
- (c) Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:
 - (i) the time when the person is given notice of the dismissal; or
 - (ii) immediately before the dismissal

12.4 **Full-time Employees:** A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week.

12.5 Part-time Employees:

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week or 76 hours per fortnight consisting of not less than three (3) shifts per week or six (6) per fortnight and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- (c) Reasonable additional hours may be worked in accordance with clause 15-Hours.
- (d) **Review of Part-time Hours:** The employer will annually review the hours worked by the employee over the preceding twelve (12) month period. Where the hours actually worked consistently exceed the employment contract's guaranteed minimum hours, and in the employer's opinion those additional hours are likely to be sustained for the foreseeable future and the employee's performance is satisfactory, an amendment to the contract in writing will be offered to the employee. The amendment will state the increased number of

guaranteed minimum contracted hours in writing which reflect the hours regularly worked.

- (i) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (A) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers compensation; and
 - (B) if the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a resident or client.
- (ii) Should there be a need for the employer to consider reducing the working hours of part-time employees because of the changed dependency of residents it will be managed in accordance with Clauses 34 Consultation and Clause 36 Redundancy, including 36.4 Payment in Lieu of Reduced Hours. In addition, correct notice will be given to the employee in accordance with clause 38.7.
- (iii) In addition to those matters covered in sub-clause 12.5(d)(ii), changes to hours for Home Care employees may be affected by:
 - (A) continuity of funding;
 - (B) client numbers; and
 - (C) client preferences for services including their ability to choose particular care workers.
- (iv) The employer will not unreasonably refuse to change the hours of a Home Care employee based on the circumstances in subclause 12.5(d)(iii) unless there is an imminent change to any of those circumstances.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 12.5(d) should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

12.6 Casual Employees:

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee.
- (b) Casual Conversion:
 - (i) A casual employee, other than an irregular casual employee, who has been engaged regularly and received consistent engagement under this Agreement for a period of twelve (12) months, will have the right to elect to have their contract of employment converted to full-time or part-time employment, as is most aligned to the pattern of their engagements over the preceding twelve (12) months.
 - (ii) Where an employee qualifies for full-time or part-time employment under this clause, the employer must give the employee notice in writing of the provisions of this clause within four (4) weeks of the employee completing a period of twelve (12) months.

- (iii) The employee will retain the right of election under this clause, even if the employer fails to provide notice.
- (iv) A casual employee who does not, within four (4) weeks of receiving written notice, elect to convert employment under this clause to full or part-time employment, will be deemed not to have elected such conversion and their roster pattern may be altered to be consistent with an irregular casual employee.
- (v) Any casual employee who has the right to elect a conversion to full-time or part-time employment under this clause when given the notice by the Employer, or when they have completed twelve (12) months service, may give four (4) weeks' notice in writing to the Employer that they have elected to convert their contract of employment to full-time or part-time employment. Within four (4) weeks of receiving the casual employee's notice, the Employer must either consent to or refuse the election but must not unreasonably refuse it. Where the Employer refuses the election to convert, the reasons for doing so must be fully stated and discussed with the employee concerned, and a genuine attempt made to reach a beneficial agreement for both parties.

A casual employee who has elected to be converted under this clause may only go back to casual employment by written agreement with the Employer.

- (c) Casual employees will be paid a 25% loading (calculated on the base rate of pay).
- (d) Minimum Engagement: A casual employee will be engaged for a minimum period of two (2) hours on each occasion.

12.7 Maximum Term Employees:

- (a) A Maximum Term Employee may be employed for a specified period of days and/or time or up to a maximum period outlined at the time of engagement. Engagement may be for a specified task, project or stage of a project. The following applies to this type of engagement:
 - (i) At the end of the specified or outlined period, the Maximum Term Employee's contract will come to an end and there is no guarantee of ongoing work, nor any entitlement to redundancy or notice of termination.
 - (ii) If engaged for a specified period of days or time, the Employer will be bound to employ the employee for that set period.
 - (iii) If engaged up to a maximum period, the Employer may vary the length of the engagement or terminate the engagement at its absolute discretion in accordance with the Act. In the event that the maximum term period is to be varied, the employer is to provide a minimum of two (2) weeks' notice to the employee of its intention to terminate the engagement.
 - (iv) In the event that an employee has been engaged for a maximum period of twenty-four (24) months on a maximum term engagement basis and the role is to continue past this time, then the employee is to be offered full-time or part-time employment.

- (v) If after a cumulative total of twenty-four (24) months, regardless of whether that period is continuous or broken over multiple maximum term roles, no full-time or part-time role is available, an employee may be offered, subject to a position being available, employment on a casual basis.
- (vi) An employee can be offered multiple maximum term roles by the employer provided that the conditions outlined above are observed. This option takes into account the opportunity for an employee to relieve in more than one position within the Employer should they be agreeable to do so.

12.8 Trainees:

Trainees in non-clinical classifications shall be employed in accordance with the Trainee provisions set out in either the Aged Care Award 2010 or the Social Community Home Care and Disability Industry Award 2010, depending on their classification. The rate applicable to Trainees employed under this Agreement will attract a further 3% above the Trainee rate in the relevant Award.

12.9 Supported Wage

Employees in non-clinical classifications covered by the Aged Care Award 2010 or the Social Community Home Care and Disability Industry Award 2010 who, because of the effects of a disability would be eligible for a supported wage if the Award applied shall be employed in accordance with the Supported Wage provisions of the relevant Award. In addition, the employee shall receive a further 3% above the Supported Wage rate in the Award.

12.10 Recognition of Service and Experience

- (a) From the time of commencement of employment an employee has four (4) weeks in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. The Employer shall advise the employee of this timeframe and requirement in the employee's contract of employment/letter of appointment.
- (b) Until such time as the employee furnishes any such documentation contemplated in sub-clause (a), the Employer shall pay the employee at the level for which proof has been provided.
- (c) If within four (4) weeks of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, the Employer shall pay the employee at the appropriate rate from the date of commencement that would have been paid from, had the additional evidence been provided at that time.
- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said four (4) week period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to the Employer.

- (e) An employee who is working in the same classification for more than one organisation shall notify the Employer within four (4) weeks of the end of each quarter of their hours worked with those other employers in the last quarter.
- (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within four (4) weeks of that entitlement arising. If that proof is provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that four (4) week period, the employee shall be paid at the higher rate only from the date that proof is provided.
- (g) For the purpose of pay point progression based on service and experience, an employee must complete 1186 hours of work to progress from one pay point to the next as applicable. Exceptions to this apply for a Care Service Employee Care Stream progressing from pay point 2.1 to pay point 2.2 where the requirement is that 2 years' experience of work in the Care Stream needs to have been worked. The other exception relates to a Care Service Employee New Entrant who can progress to Grade 1 after 500 hours work in the industry.

12.11 Re-grading of Employee Classification

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.
- (b) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
 - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification;
 - (ii) are permanent or temporary; and/or
 - (iii) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading)

12.12 National Criminal History Record Check

- (a) It is a condition of employment that employees, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check – Vulnerable People, commonly known as a Police Check on commencement of employment and at any other time as directed by the Employer.
- (b) The Employer will pay the cost of renewal of Police Checks for employees required to undergo such checks.
- (c) New employees will be required to pay for their initial Police Check before commencing employment.

13 PAY AND PAYMENT

13.1 Wage Rates and Classification Structure

Some employees engaged within SVCS Auburn, SVCS Bronte and SVCS Edgecliff at the time that the SVCS NSW Enterprise Agreement 2018 – 2020 took effect were on a higher rate of pay than the rate in Schedule B of that agreement. These employees will continue to have their salary differential maintained and will have their current rate of pay increased in line with the percentage increases provided for in this Agreement.

The following wage increases shall apply to all Employees covered by this Agreement.

Date of Effect	Increase
First pay period commencing on or after 1 July 2020	2.75%
First pay period commencing on or after 1 July 2021	2.25%

13.2 Full-Time and Part-Time Employees

- (a) The base rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in the Tables in Schedule B of this Agreement.
- (b) Part-Time Employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis.

13.3 Casual Employees

- (a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in the Tables in Schedule B of this Agreement. In addition, a casual loading of 25% is payable.
- (b) Where it is expressly stated in this Agreement that overtime and public holiday payments are to be made to casual employees, such payments shall be taken to be inclusive of and not in addition to the casual loading referred to in this sub-clause.
- (c) A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).

13.4 Trainees

- (a) The base rates of pay in the appropriate employment classification for trainees shall be as set out in clause 12.8 of this agreement.

13.5 Live-in Home Carer

- (a) **Live-in Home Carer** shall mean a Home Care employee who lives at the client's premises for a period of twenty-four (24) hours or more.
- (b) A 24-hour care shift requires an employee to be available for duty in a client's home for a 24-hour period. During this period, the employee is required to

provide the client with the services specified in the care plan. The employee is required to provide a total of no more than eight (8) hours of care during this period. The number of hours worked is monitored via an electronic time and attendance system to ensure that the maximum of eight (8) hours of care is not exceeded.

- (c) The employee will normally have the opportunity to sleep during a 24-hour care shift and, where appropriate, a bed in a private room will be provided for the employee.
- (d) The employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24-hour period.

13.6 Payment of Wages

- (a) Wages shall be paid fortnightly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. 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 payday (subject to the financial institution the employee banks with). Where the wages are not available to the employee by such time due to circumstances beyond the Employer's control, the Employer is not accountable for such delay.
- (c) Where the services of an employee are terminated with due notice or in the case of termination without notice, all moneys owing shall be paid within three (3) working days.
- (d) Where the Employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

13.7 Particulars of Wages

- (a) On payday each employee shall be provided with a pay slip in electronic form or hardcopy which complies with the relevant provisions of the Act. (See Regulation 3.46 of the Fair Work Regulations 2009 (Cth) replicated below):
 - (i) the employer's name; and
 - (ii) the employee's name; and
 - (iii) the period to which the pay slip relates; and
 - (iv) the date on which the payment to which the pay slip relates was made; and
 - (v) the gross amount of the payment; and
 - (vi) the net amount of the payment; and

- (vii) any amount paid to the employee that is an allowance, penalty rate, incentive-based payment or other separately identifiable entitlement; and
 - (viii) the Australian Business Number (if any) of the employer.
 - (ix) Current accrued annual, sick/personal/carer's and long service leave entitlements.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number of the fund or account into which the deduction was paid.
 - (c) If the employee is paid at an hourly rate of pay, the pay slip must also include:
 - (i) the rate of pay for the employee's ordinary hours (however described); and
 - (ii) the number of hours in that period for which the employee was employed at that rate; and
 - (iii) the amount of the payment made at that rate.
 - (d) If the employee is paid at an annual rate of pay, the pay slip must also include the rate as at the latest date to which the payment relates.
 - (e) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
 - (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
 - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
 - (f) The employer shall, upon written request from an employee, provide a record of that employee's current accrued leave entitlements.

14 SALARY PACKAGING

St Vincent's Care Services (SVCS) is a Not For Profit (NFP), Public Benevolent Institution (PBI) organisation. This status enables St Vincent's Care Services to offer employees a range of salary packaging opportunities. Permanent full-time, part-time and casual employees can package (tax-free) up to the statutory amount (currently \$15,900 net; subject to change). Should this statutory amount change during the life of this Agreement employees will be subject to the new statutory amount. SVCS offers regular in-service and education seminars on this topic through the packaging provider.

Salary packaging is an optional benefit available to all employees. An employee entering into salary packaging arrangements will be required to enter into an agreement between themselves and the service provider. It is recognised and accepted that SVCS has no liability for employee's taxation or other outcomes from entering into salary packaging. It is highly recommended that all employees seek independent, personal financial advice before commencing salary packaging.

15 HOURS

15.1 Reasonable Additional Hours

- (a) Hours worked by a full time employee over ten rostered hours on a day or an average of 38 hours per week or more than 76 hours per fortnight, will be deemed to be additional hours. From time to time, full time employees may be required to work a reasonable amount of additional hours, in line with clause (b) below. Additional hours will be paid according to clause 18 - Overtime.

All hours worked by part time employees beyond their daily rostered hours will be treated as additional hours for the purpose of this subclause unless a part time employee has agreed to work additional hours up to a shift length of 10 hours per day, at ordinary rates of pay. Where a part-time employee does not agree to work additional hours at ordinary rates of pay and is required to work additional hours, they will be paid at overtime rates in accordance with clause 18 - Overtime.

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

15.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of mealtimes, shall not exceed an average of 38 hours per week.

- (b) The hours of work prescribed in sub-clause (a) may be arranged as follows:
 - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten (10) days in the fortnight.
 - (ii) Employees will work no more than seven (7) consecutive days (subject to clause 15.2(e) where the employee agrees).
- (c) Employees will be free from duty for not less than two (2) full days in each week or four (4) full days in each fortnight. Where practicable days off will be consecutive.
- (d) Each shift shall consist of no more than ten (10) hours of work at ordinary time (not including unpaid breaks).
- (e) An employee shall not work more than (7) seven consecutive shifts unless the employee requests and the Employer agrees.
- (f) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.
- (g) 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 health status.
- (h) The ordinary hours of work will be worked continuously except for meal breaks and work in a broken shift.
- (i) Except for the regular changeover of shifts, an employee will not be required to work more than one shift in each 24 hours.
- (j) The ordinary hours of work of a day worker will be between 6.00 a.m. and 6.00p.m. Monday to Friday.
- (k) A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of a day worker as defined in (j).

15.3 Minimum Starts

The following minimum starts will apply to employees, except with respect to: Clause 37 - Disciplinary Matters; Clause 38 - Termination of Employment; Clause 42 - Attendance at Meetings; and Clause 43 - Training.

- (a) Full-time employees shall receive a minimum payment of four (4) hours for each start in respect of ordinary hours of work.
- (b) Residential Care
 - (i) Part-time employees shall receive a minimum payment of three (3) hours for each start, with the exception that where a part time employee works a shift attached to a sleepover the minimum start will be two (2) hours.
 - (ii) Casual employees shall receive a minimum payment of two (2) hours for each start.
- (c) Home Care

- (i) Part-time Home Care employees shall receive a minimum payment of three (3) hours and casual Home Care employees shall receive a minimum payment of two (2) hours for each engagement.

15.4 Broken Shifts - this clause applies to all staff except nursing classifications

- (a) An employee may agree to work broken shifts at any time for any duration.
- (b) An employee may be required to work broken shifts only in the following circumstances:
 - (i) in home care; or
 - (ii) in an emergency – including an employee absence; or
 - (iii) up to and including a four (4) week continuous period for circumstances other than those covered by subclauses 15.4(b)(i) and (ii).
 - (A) Where an employee has served a period of broken shifts in accordance with subclause (ii) the employee shall not be required to serve a further period on broken shifts until he or she has been off broken shifts for a period equivalent to the previous period on broken shifts.
- (c) A 'broken shift' for the purposes of this sub-clause means a single shift worked by an employee that includes one (1) or more breaks other than a meal break.
- (d) Where the time worked during a broken shift that commences at a time that defines the broken shift as a day shift (i.e. at or after 6am and before 10am), and work performed on that broken shift extends outside the span of hours (i.e. 6:00am to 6:00pm) all work performed after 6:00pm will be paid at double time or the applicable overtime rate whichever is the greater.
- (e) No broken shift can exceed a 12 hour span between the commencement and termination of the broken shift.
- (f) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.
- (g) Where a broken shift is worked, an employee shall receive an allowance equivalent to half an hour of their ordinary pay per shift.
- (h) Payment for a broken shift shall be at ordinary pay with penalty rates and shift allowances in accordance with Clause 19 - Shift and Weekend Work, with shift allowances being determined by the commencing time of the broken shift.
- (i) Each portion of the shift must meet the minimum engagement requirements of 2 hours.

16 ROSTERS

16.1

- (a) The Employer shall make available for each employee, in a form accessible to the employee, a roster which includes the following information:
 - (i) the ordinary hours of work for each employee;
 - (ii) each sleepover; and

- (iii) each live-in home period of duty
- (b) The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster for a 14 day period subject to sub-clause (c).
- (c) The roster and changes to the roster may be communicated to an employee in a range of ways including hard copy in a place conveniently accessible to an employee; telephone; direct contact; mail; email; text message, electronic or facsimile.

For this Agreement 'Roster Period' means a fortnightly period commencing on a Monday and ending on the second Sunday thereafter.

- (d) Sub-clause 16.1(a) shall not make it obligatory for the Employer to display any roster of ordinary hours of work of casual or relieving employees.
- (e) Seven days' notice will be given of a change in a roster. However, a roster may be altered at any time to enable the service of the organisation to be carried on where an employee is absent from duty on account of illness or in an emergency.

16.2 (a) Notwithstanding clause 16.1, a roster may be altered at any time:

- (i) so as to enable the service of the organisation to be carried on;
 - (A) where another employee is unexpectedly absent from duty; or
 - (B) in the event of an emergency; or
- (ii) in accordance with clause 16.3 - Client Cancellation; or
- (iii) where the Employer and employee/s affected agree.

16.3 Client Cancellation

- (a) Where a home care client cancels or changes the scheduled home care service, a full-time or part-time Home Care Worker Non-Clinical will be provided with notice of a change in roster by 5.00pm the day prior and in such circumstances, no payment will be made to the employee. If a full-time or part-time employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.
- (b) The Employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period. This time may be made up working with other clients or in other areas of the Employer's business provided the employee has the skill and competence to perform the work.
- (c) Where a home care client cancels or changes the scheduled home care service to be provided by a full time or part time nurse the affected employee can be re-deployed within either the home care division or can be assigned to the nearest residential aged care facility to be redeployed on any duties within the scope of practice and skillset applicable to a registered nurse. In the event that such redeployment is not possible, the employee will be paid for the rostered time not worked.

17 BREAKS

17.1 Two separate 10-minute tea breaks (in addition to meal breaks) shall be allowed for each employee on duty during each ordinary shift of 7.6 hours or more. Where an employee works four (4) hours or more but less than 7.6 hours, the employee shall be allowed one 10-minute tea break. Subject to agreement between the Employer and the employee, the two 10-minute tea breaks may alternatively be taken as one 20-minute tea break. Such tea break/s shall count as working time.

17.2

- (a) Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be 30 minutes duration and shall not count as time worked.
- (b) Where an employee requests in writing, in accordance with the provisions of Clause 8 – Agreement Flexibility and the Employer agrees, an employee may work up to six (6) hours without a meal break.
- (c) Where a Home Care employee is required by the Employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at ordinary pay, and clause 17.2(a) does not apply. Should a Registered Nurse or an Enrolled Nurse be required by the Employer to have a meal with a client/s or a resident, clause 17.2 (e) applies.
- (d) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for a live-in home carer the Employer will pay the employee the meal allowance as per Table 3 - Schedule B of this Agreement.
- (e) Where an employee is required to be on duty during a meal break the employee will be paid overtime for all time worked until the meal break is taken.
- (f) Where an employee is requested to remain on the premises by their manager, but is free from duty, the employee will be paid at the ordinary rates for the duration of the meal break. If required for duty for this period, the employee will be paid overtime until the break is taken.

17.3 Notwithstanding the provisions of sub-clause 17.2, an employee required to work in excess of ten (10) hours in a shift shall be entitled to a further 30-minute unpaid meal break.

17.4 An employee must receive the following breaks between shifts:

- (a) eight (8) hours:
 - (i) between ordinary rostered shifts, which are not broken shifts; and/or
 - (ii) where reasonable additional hours are worked which are not overtime hours; and
- (b) ten (10) hours where overtime is worked or where broken shifts are worked on successive days.

18 OVERTIME

18.1 Overtime is paid in the following circumstances:

- (a) Where a full time employee:
 - (i) works in excess of their 76 ordinary hours per fortnight
 - (ii) works in excess of ten (10) hours per shift; and/or;
 - (iii) works on a rostered day off.
- (b) Where a part time employee:
 - (i) works in excess of 76 hours ordinary per fortnight;
 - (ii) works in excess of ten (10) hours per shift;
 - (iii) works on a rostered day off; and/or
 - (iv) works in excess of their rostered hours on any one day (unless an agreement has been entered into in writing to vary the hours of work on a particular day).
- (c) Where a casual employee:
 - (i) works in excess of 76 hours per fortnight; and/or;
 - (ii) works in excess of ten (10) hours per shift.
- (d) Where an employee is deprived of part of their break between shifts as required by clause 17.4.

All overtime must be authorised and/or approved by the relevant manager or supervisor prior to the overtime being worked.

18.2 Overtime will be paid as follows:

- (a) Monday to Friday
 - (i) Casual Enrolled Nurses will be paid overtime at 170% of the base rate for the first two hours and 225% of the base rate thereafter.
 - (ii) Casual Care Service Employees, Home Care and Health Professional Employees will be paid for overtime at 175% of the base rate for the first two hours and 225% of the base rate thereafter.
 - (iii) All other employees will be paid overtime at 150% of the base rate for the first two hours and 200% of the base rate thereafter.
- (b) Saturday
 - (i) Permanent Care Service, Home Care, Health Professional and Clerical and Administrative Employees, will be paid at 200% of the base rate.

- (ii) Casual Care Service Employees, Home Care and Health Professional Employees will be paid for overtime at 225% of the base rate.
 - (iii) Nurses other than casual Enrolled Nurses will be paid at 150% of the base rate for the first two hours and 200% of the base rate thereafter.
 - (iv) Casual Enrolled Nurses will be paid at 170% of the base rate for the first two hours and 225% of the base rate thereafter.
- (c) Sunday
- (i) Casual Care Service Employees, Home Care and Health Professional Employees will be paid for overtime at 225% of the base rate.
 - (ii) Casual Enrolled Nurses will be paid overtime at 225% of the base rate.
 - (iii) All other employees will be paid overtime at 200% of the base rate.
- (d) Public Holidays
- (i) Casual Care Service Employees, Home Care and Health Professional Employees will be paid for overtime at 275% of the base rate.
 - (ii) Casual Enrolled Nurses will be paid overtime at 280% of the base rate.
 - (iii) All other employees will be paid overtime at 250% of the base rate.
- (e) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 19 – Shift and Weekend Work and the casual loading in clause 13.3(a)

18.3 If, on the instruction of the Employer, an employee resumes or continues to work without having had ten (10) consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

18.4 With the exception of employees working broken shifts, employees who are recalled to work overtime after leaving the Employer's place of work on the same day, shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The four (4) hour minimum payment only applies where overtime is payable for any of the work for which the employee is recalled to perform. Provided that, except in unforeseen circumstances, an employee shall not be required to work the full four (4) hours if the tasks they were recalled to perform are completed within a shorter period.

- (a) An employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.

- (b) Provided that where an employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Table 3 - Schedule B of this Agreement.
- 18.5 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.
- 18.6 An employee and the Employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee on the following bases:
- (a) Employees will receive time off in lieu of overtime based on the overtime penalties that would have otherwise applied. Example: One and a half hours off for each hour of overtime worked that would have otherwise been paid at time and a half.
 - (b) Time off in lieu of overtime must be taken at a mutually agreed time within four (4) months after the time it is worked.
 - (c) If the time off has not been taken within the period of four (4) months, the Employer must pay the employee for the overtime, in the next pay period following those four (4) months, at the overtime rate applicable to the overtime when worked.
 - (d) If on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the Employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
 - (e) The employer must maintain records of all time off in lieu of payment for overtime owing and taken by employees.
 - (f) With the exception of clause 18.6(g), employees cannot be compelled to take time off in lieu of overtime and the Employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
 - (g) A full time employee required to work on a rostered day off, may elect to be paid at overtime rates for all hours worked on that day, or take the equivalent number of hours as time in lieu, on a day which shall be mutually agreed with the Employer.
 - (h) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

19 SHIFT AND WEEKEND WORK

19.1 Employees other than Home Care Employees and Health Professionals, shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following.

Afternoon shift commencing after 10:00am and before 1.00pm	10%
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Afternoon shift between Monday and Friday commencing not earlier than 12 noon and finishing after 6.00pm on the same day	12.5%
Night shift between Monday and Friday commencing on or after 6.00pm and finishing before 7.30am the following day	15%

- (a) The shift penalties prescribed in this clause will not apply to shift work performed by an employee on Saturday, Sunday or a public holiday where the extra payment for Saturday and Sunday work and Public holidays applies.
- (b) Notwithstanding subclause 19.1, part-time and casual employees shall only be entitled to the additional rates where their shifts commence prior to 6:00am or finish subsequent to 6:00pm.
- 19.2 Home Care Employees shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following.
- (a) 12.5% for afternoon shift which finishes after 8.00pm and at or before 12 midnight Monday to Friday.
- (b) 15% for night shift which finishes after 12 midnight or commences before 6.00am Monday to Friday.
- 19.3 Where the ordinary rostered hours of work of a Health Professional, who is a shift worker, finish between 6.00pm and 8.00am or commence between 6.00pm and 6.00am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.
- (a) For the purpose of clause 19.3 a Health Professional is a shift worker if they are regularly rostered to work their ordinary hours outside the ordinary hours of 6:00am to 6:00pm, Monday to Friday.
- 19.4 In addition to applicable shift penalties, in clauses 19.1, 19.2 and 19.3, casual employees will also be entitled to the casual loading calculated on their ordinary rate of pay. A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- 19.5 Employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday:
- (i) 150% for Registered Nurses, permanent Enrolled Nurses and permanent Non-Clinical Employees;
- (ii) 170% for casual Enrolled Nurses; and
- (iii) 175% for casual Non-Clinical Employees
- (b) for work between midnight on Saturday and midnight on Sunday:
- (i) 175% for all Registered Nurses and permanent Enrolled Nurses;

- (ii) 195% for casual Enrolled Nurses;
- (iii) 200% for all Clerical & Administrative Employees, Care Service Employees, permanent Home Care Employees and Health Professionals;
- (iv) 225% Casual Home Care Employees and Health Professionals.

19.6 Weekend penalties in clause 19.5, shall be in substitution for and not cumulative upon the shift penalties prescribed in clauses 19.1, 19.2 and 19.3 and the casual loading at sub-clause 13.3(a).

20 PUBLIC HOLIDAYS

20.1 Public holidays are provided for in the NES. This clause contains additional provisions.

20.2 The Employer may request an employee to work on a particular public holiday. An employee who, without the consent of the Employer or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

20.3 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 given to the matters set out in section 114 of the Act. The parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the Employer's workplace or enterprise (including its operational requirements) will require work on public holidays.

20.4 Public holidays shall be allowed to employees, other than casuals, without loss of ordinary pay.

20.5

(a) For the purposes of this agreement, the following shall be deemed to be public holidays:

(i) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;

(ii) any other day, or part-day, declared or prescribed by or under NSW law to be observed generally within NSW as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday; and

Local Public Holiday

(iii) (any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of NSW, as a public holiday, other than a day or part-day, or a kind of day or part-

day, that is excluded by the regulations from counting as a public holiday.

- (b) If, under (or in accordance with a procedure under) a law of NSW, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 20.5 (a), then the substituted day or part-day is the public holiday.

Additional Public Holiday

- (c) Where, in accordance with clause 20.5(a)(a)(iii):
- (i) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the facility is situated no additional public holiday day is granted by this sub-clause;
 - (ii) no local public holiday is proclaimed and observed within the calendar year and within the area in which the facility is situated a full day will be observed as an Additional Public Holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;
 - (iii) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the facility is situated a full day will be substituted and observed as an Additional Public Holiday to be taken between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.
- (d) Note: for employees working in NSW the *Public Holidays Act 2010* provides the minimum entitlements and explains when each of the public holidays listed in 20.5 (a)(a)(i) are observed.

Public Holiday	When Observed (Unless otherwise Gazetted)
Australia Day	This is normally observed on 26 January. However, where 26 January is a Saturday or Sunday there is no public holiday on that day and instead the following Monday is the public holiday.
Anzac Day	Anzac Day is always observed on 25 April no matter what day of the week it falls on.
Easter Public Holidays	Good Friday is always on the Friday publicly observed as Good Friday. Easter Saturday is always on the day after Good Friday. Easter Sunday is always on the Sunday following Good Friday. Easter Monday is always on the Monday following Good Friday.
Labour Day	Is always on the first Monday in October.

<p>Christmas Day Boxing Day and New Year's Day</p>	<p>These public holidays are always observed on 25 December, 26 December and 1 January respectively and public holiday conditions, including public holiday penalty rates, apply.</p> <p>In addition, when any of these dates fall on a weekend an additional public holiday is observed in each case. For each additional public holiday, public holiday conditions, including public holiday penalty rates also apply.</p> <p>Christmas Day - When 25 December is a Saturday, there is an additional public holiday on the following Monday. When 25 December is a Sunday, there is an additional public holiday on the following Tuesday.</p> <p>Boxing Day - When 26 December is a Saturday, there is an additional public holiday on the following Monday. When 26 December is a Sunday, there is an additional public holiday on the following Tuesday.</p> <p>New Year's Day - When 1 January is a Saturday or Sunday, there is an additional public holiday on the following Monday.</p>
<p>Queen's Birthday</p>	<p>Is always on the second Monday in June.</p>

- (e) The Employer and an employee or employees may agree to substitute another day for a public holiday in accordance with this clause.

20.6 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 penalties (except broken shift allowances), weekend penalties, casual loading, as follows:

- (a) **Full-time and Part-time Employees:** 250% for all time worked on the public holiday.
- (b) **Casual Employees:**
- (i) 250% of the basic pay rate for Clinical employees; and
 - (ii) 275% of the basic pay rate for Non – Clinical employees

Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in sub-clause 13.3(a).

21 ALLOWANCES

21.1 In Charge Allowance

- (a) A Registered Nurse who is designated by the Employer to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to his or her appropriate salary, whilst so in charge, the per shift allowance set out in Table 3 of Schedule B of this Agreement.
- (b) A Registered Nurse who is designated by the Employer to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to

his or her appropriate salary, the per shift allowance set out in Table 3 of Schedule B of this Agreement.

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

21.2 Vehicle/Travelling Allowance

- (a) An employee, other than a Home Care Employee, sent for duty to a place other than his or her regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.
- (b) Where an employee is required to use a car for travel on official business, St Vincent's Care Services will ordinarily provide a company vehicle for such purpose. However, where an employee is called upon and agrees to use his or her private vehicle for official business, the employee shall be paid the per kilometre allowance set out in Table 3 of Schedule B of this Agreement. The payment will be based on the most direct available route between work locations, excluding travel to and from the employee's home to the first place of work and return to home at the end of his or her duties. This allowance will be revised each year in line with movements to the vehicle allowance in clause 15.7(a) of the Aged Care Award 2010, as amended.
- (c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of his or her duties.
- (d) No payment shall be made under sub-clauses 21.2(b) 21.1(b) and 21.2(c) unless the Employer is satisfied that the employee has incurred expenditure for such travel.
- (e)
 - (i) Where employees are rostered to work at different locations, they shall be paid for the time taken to travel via the most direct available route between the locations. This excludes travel to the first place of work and travel from the last place of work.
 - (ii) Payment for travel time will, at the discretion of the Employer be:
 - (A) at the hourly rate of pay for the time taken to travel between locations; or
 - (B) at the rate of 3% of the ordinary pay per hour, per kilometre travelled between locations.

21.3 Uniforms Allowance

- (a) Subject to the following sub-clauses, sufficient suitable and serviceable uniforms or other items of clothing or equipment shall be supplied free of cost, to each employee required to wear them. An employee to whom a new uniform or part of a uniform has been supplied by the organisation, who fails to return the corresponding article last supplied, shall not be entitled to have such article replaced without payment for it at a reasonable price, in the

absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.

- (b) Upon termination, an employee shall return any uniform or equipment or part thereof supplied by the organisation, which is still in use by the employee, immediately prior to leaving.
- (c) In lieu of supplying stockings, where required, the Employer shall pay the employee the weekly allowance set out in Table 3 of Schedule B of this Agreement.
- (d) In lieu of supplying socks, where required, to an employee the Employer shall pay the employee the weekly allowance set out in Table 3 of Schedule B of this Agreement.
- (e) If, in any facility, the uniforms of an employee are not laundered at the expense of the facility, the sum per shift set out in Table 3 of Schedule B of this Agreement shall be paid to the said employee.
- (f) An employee who works less than 38-hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (g) Sufficient raincoats shall be made available for use by employees working out of doors.
- (h)
 - (i) Laundry allowance shall not be paid to any employee on absences.
 - (ii) All other allowances in this clause will not be paid to employees during absences on:
 - (A) Workers Compensation; Long Service Leave and periods of leave without pay; and
 - (B) Personal/Carers leave beyond three (3) weeks.
- (i) For employees engaged in Home Care services the following shall apply:
 - (i) Where the client supplies equipment, materials and tools, the Employer shall ensure that they are of reasonable quality and comply with safety standards.
 - (ii) Where an employee is required to work outdoors the Employer shall provide a suitable broad-brimmed hat.

21.4 Sleepover Allowance

This clause only applies to Home Care employees.

- (a) A sleepover means when the Employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not a 24-hour care shift.
- (b) An employee may refuse a sleepover in the circumstances with reasonable cause.

- (c) The span for a sleepover will be a continuous period of eight (8) hours. Employees will be provided with a separate room with a bed, use of appropriate facilities and free board including a meal allowance each night when the employee sleeps over.
- (d) The employee will be entitled to a sleepover allowance of 2.2 hours of the employee's classification for each sleepover.
- (e) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one (1) hour worked. Where such work exceeds one (1) hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (f) The Employer may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four (4) hours. The payment prescribed by clause 21.4(d) will be in addition to the minimum payment prescribed by this subclause.
- (g) The dispute resolution procedure applies to the sleepover provisions.

21.5 On Call Allowance

- (a) An employee who, at the request of the Employer, agrees to be on call and is rostered on call shall be paid the allowance, for each period of twenty-four (24) hours or part thereof, set out in Table 3 of Schedule B of this Agreement. An employee on call agrees to make themselves ready and available to return at short notice to work at the employer's or client's premises, whilst off duty.
- (b) An employee other than a nurse who is required to be available to work during a meal break shall be paid either the meal break allowance set out in Table 3 of Schedule B of this Agreement, or one half hour at ordinary time whichever is the greater provided that no allowance shall be paid if, during a period of twenty-four (24) hours, including such period on call, the employee is entitled to receive the allowance prescribed in sub-clause 21.5(a).
- (c) A nurse who is required to be available to work during a meal break shall be paid one half hour at ordinary time.
- (d) Where an employee on call in accordance with sub-clause 21.5(a), leaves the residential aged care facility and is recalled to duty, she or he shall be paid for a minimum of three hours work at the appropriate overtime rate and reimbursed all reasonable fares and expenses actually incurred. Where in these circumstances the employee elects to use his or her own vehicle the employee shall be paid the per kilometre allowance set out in Table 3 of Schedule B of this Agreement.
- (e) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.

21.6 Meal Allowance

An employee who is required to work overtime for more than one hour shall at the option of the Employer, be supplied with a meal or shall be paid the amount set out in Table 3 in Schedule B of this Agreement.

Provided that where such overtime exceeds four (4) hours a further meal allowance will be paid.

21.7 Continuing Education Allowance

- (a) A Registered Nurse or Enrolled Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause (a). A continuing education qualification is a Graduate Certificate, Graduate Diploma, a qualification of equivalent value recognised by the Employer or, a second degree, each being in a field relevant to the employee's current position. These may include but are not limited to qualifications in the following fields.
 - (i) Dementia care;
 - (ii) Palliative care;
 - (iii) Gerontology.
- (b) A continuing education advanced qualification is a Masters or PhD degree in a field relevant to the employee's current position.
- (c) A continuing education qualification or advanced qualification must be a university based or another credential of equivalent value.
- (d) Upon acceptance by the Employer of a Registered Nurse's continuing education credential or advanced credential in accordance with this clause, the Registered Nurse shall be entitled to a weekly payment as per Schedule B of this Agreement.
- (e) No employee shall be entitled to hold at any one time more than one allowance under this clause.

21.8 Higher Duties

- (a) Subject to clause 21.8(b), an employee who is called upon to relieve or act in a position of a higher classification, shall be entitled to receive the minimum rate applicable for such higher classification for that period.
- (b) An employee who is called upon to relieve or act in a position of a higher Classification for more than two hours during any one shift, shall be entitled to receive the minimum rate applicable to such higher classification for the full day or shift. Otherwise, the higher rate will be paid for the time so worked.

21.9 Medication Allowance

From the commencement of this Agreement, where an appropriately trained Care Service Employee agrees to assist residents to take their medication (which will only occur in clinically appropriate circumstances and where the nurse on duty is satisfied that the CSE is competent to do so), then the CSE will be paid an allowance of 2%

of their applicable hourly pay rate, for all hours of the rostered shift, irrespective of the amount of time taken to assist with medications.

PART 3 - LEAVE

22 ANNUAL LEAVE

22.1 Annual Leave Entitlement

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

22.2 Accrual of Annual Leave – Aged Care, Home Care and Administration Employees

- (a) All employees, other than shift workers, are entitled to four (4) weeks paid annual leave for each year of service with the Employer.
- (b) Shift workers are entitled to one additional week of Annual Leave.
- (c) For the purposes of the NES a shift worker is defined as:
 - (i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - (ii) an employee who works for more than four (4) ordinary hours on ten (10) or more weekends.
- (d) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

22.3 Accrual of Annual Leave – Nursing Employees

- (a) All employees, other than shift workers, are entitled to five (5) weeks paid annual leave for each year of service with the Employer.
- (b) Shift workers are entitled to one additional week of Annual Leave.
- (c) For the purposes of the NES a shift worker is defined as:
 - (i) an employee who is regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - (ii) an employee who works for more than four (4) ordinary hours on ten (10) or more weekends.
- (d) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

22.4 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee going on leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (c) Once the leave has commenced the election cannot be changed unless the Employer agrees.
- (d) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the Employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- (e) Annual leave loading, if any, shall be paid in accordance with clause 22.7.

22.5 Taking of Annual Leave

Annual leave will ordinarily be taken in blocks of at least one (1) week duration. However shorter amounts of annual leave can be applied for.

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) the Employer has authorised the employee to take the annual leave during that period.
- (b) The employee must apply via the time and attendance system for leave at least four (4) weeks prior to the commencement of leave where the period of leave is greater than one (1) week. For periods of leave less than one (1) week, the employee must apply at least seven (7) days prior to the commencement of leave wherever possible.
- (c) The Employer will utilise its best endeavours to respond to an application for annual leave made by an employee within one week dependant on times of peak demand. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the Employer may require more notice and further time in which to approve leave requests.
- (d) 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) Excessive accumulated annual leave: An employee must take an amount of annual leave during a particular period if:
 - (i) reasonably directed to do so by the employer;
 - (ii) at the time the direction is given, the employee has more than eight (8) weeks' annual leave credited to him or her or ten (10) weeks for a shift worker; and

- (iii) the amount of annual leave left to the employee's credit is at least six (6) weeks.

22.6 Cashing out of Annual Leave

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

22.7 Annual Leave Loading

- (a) In addition to their Annual Leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their Annual Leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (b) The Annual Leave loadings in clause 22.6(a)(a) are not payable for purchased additional leave in accordance with clause 22.10.
- (c) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

22.8 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.

22.9 Payment of Annual Leave on Termination

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

22.10 Purchased Additional Leave (PAL)

- (a) The Employer may offer permanent employees the opportunity to "purchase" an additional one week of leave each year in exchange for a proportional reduction in their salary over twelve (12) months and within each financial year.
- (b) An employee wishing to purchase additional leave must enter into a written agreement with the Employer which shall include:

- (i) an election at the beginning of each financial year (i.e. at 1 July each year);
 - (ii) agreement that the employee's salary will be reduced by 1.92% for the period of the agreement; and
 - (iii) authority for the Employer to withhold an amount of money, from any monies owing to the employer for PAL taken but not accrued by the final pay within the financial year or at termination.
- (c) Annual leave entitlements shall be exhausted before the employee's PAL can be accessed.
 - (d) All PAL must be used within each financial year (i.e. by 30 June each year). If any PAL is not used by the final pay within the financial year, or the employee wishes to cease the arrangement, the foregone salary (if any) will be re-credited and paid to the employee.
 - (e) Superannuation entitlements will be calculated on the pre-reduction salary and leave loading shall not apply to PAL.

23 PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

23.1

- (a) Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).
- (b) Casual employees have no entitlement to paid personal/carer's leave or compassionate leave but do have an entitlement to unpaid leave.

23.2 Entitlement to paid Personal/Carers Leave

- (a) For each year of service with his or her Employer, an employee is entitled to ten (10) days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

23.3 Taking of Personal/Carer's Leave

An employee may take paid personal/carer's leave:

- (a) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
- (b) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.

23.4 Payment of Paid Personal/Carer's Leave

If an employee takes a period of paid personal/carers leave, the Employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

23.5 Personal/Carers Leave on Public Holidays

If the period during which an employee takes paid personal/carers 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/carers leave on that public holiday.

23.6 Unpaid Carer's Leave

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

23.7 Compassionate Leave

- (a) An employee is entitled to two (2) days of compassionate leave for each occasion when a member of the employee's immediate family, or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to his or her life; or
 - (ii) sustains a personal injury that poses a serious threat to his or her life; or
 - (iii) dies.
- (b) An employee may take compassionate leave as:
 - (i) a single continuous period of two (2) days: or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods agreed with the employer.

23.8 Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, the Employer must pay the employee, other than a casual employee, at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

23.9 Notice and Evidence Requirements

- (a) To be entitled to leave under clause 23 an employee must give the Employer notice of the period, or expected period of the leave:
 - as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from his or her employment;
- (b) The Employer may require an employee to give the Employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to personal leave during the period, the employee must give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
 - a medical certificate from a medical practitioner or other evidence satisfactory to the Employer stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (d) To be entitled to carer's leave during the period, the employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - a medical certificate from a medical practitioner or other evidence satisfactory to the Employer stating that in their opinion the member requires or required care and support during the period due to personal illness or injury.
- (e) To be entitled to compassionate leave during the period, the employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life.

23.10 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave or compassionate leave does not break an employee's continuity of service.
- (c) A period of unpaid personal / carer's leave or compassionate leave counts as service for:
 - requests for flexible working arrangements;
 - requests for parental leave and related entitlements; and
 - notice of termination or payment in lieu of notice
- (d) A period of unpaid personal / carer's leave or compassionate leave does not count as service for all other purposes.

23.11 Compliance

- (a) An employee is not entitled to take leave under clause 23 unless the employee complies with this section.
- (b) The Employer may raise concerns over the consistent use of unpaid sick leave. These concerns may be raised based on the nature of its occurrence, duration and overall pattern over a six (6) months period. The Employer will formally notify that employee in writing that such sick leave usage will be scrutinised from a certain date for a fixed period of six (6) months.
- (c) The employee will first be afforded an opportunity to express any reasonable causes considered to contribute to the sick leave patterns.
- (d) Where misuse of unpaid sick leave over a six (6) months period is identified, the Employer may require, for all absences of any duration, for that employee to provide medical certificates or other proof of illness of satisfaction to the Employer.
- (e) In requiring an employee to provide a medical certificate or proof of illness, the Employer will first exercise equity and good conscience in reaching that decision.

24 COMMUNITY SERVICE LEAVE

24.1 Employees are entitled to community service Leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

24.2 Eligible community service activities

- (a) entitle an employee, acting reasonably, to be absent from employment for periods including:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.
- (b) include:
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity; or
 - (iii) an activity prescribed in regulations made for the purpose of Section 109(4) of the Act.

24.3 Jury Service

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a twelve (12) month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - (i) for the first ten (10) days when absent from work in one or more

periods to attend jury service regarding a particular jury service summons.

- (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service regarding a particular jury service summons exceeds ten (10) days, the Employer agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to Annual Leave and/or Long Service Leave.
- (d) The Employer may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by the Employer and not provided by the employee.

24.4 Voluntary Emergency Management Activity (VEMA)

St Vincent's Care Services recognises the invaluable contribution that our employees who participate in emergency service activities contribute to the safety and wellbeing of our community. As such, the following support is provided.

- (a) Employees, other than casuals, are entitled to be paid:
 - (i) For the first 10 days when absent from work in one or more period to attend VEMA activities.

Note - The administration of this provision will be in line with the Australian Government's Guide - 'Guidance for Agency Heads – Paid emergency response leave for Australian Public Service employees, or its successor.

Note: Approval for absence due to VEMA activity will be subject to operational needs of the organisation. While evidence may be required by the Employer, the Employer will not unreasonably refuse the request

- (b) An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a recognised emergency management body (REMB); and
 - (iv) the REMB requests their participation.

25 SPECIAL LEAVE

From time to time extraordinary events occur. In these events the Employer will consider the appropriate response in terms of giving consideration to periods of special paid leave. This consideration will extend to any specific government guidelines, legislation or changes to the relevant underpinning Awards ('Sources') that are relevant to these events (e.g. Pandemic Leave).

Where these Sources contain additional leave entitlements, the Employer will apply those additional entitlements to Employees for the duration specified in those Sources.

26 CULTURAL LEAVE

The following provision has been created specifically to enable staff to take leave under this clause for religious/cultural festivals rather than inappropriately accessing their personal leave entitlements.

An employee who, due to their cultural background or religious beliefs wishes to observe certain festivals which necessitate being absent from work may access up to 2 days of leave without pay per calendar year.

Requests are to be made at least four weeks in advance of the leave and approval is subject to operational requirements. While evidence may be required by the Employer, the Employer will not unreasonably refuse the request.

27 PARENTAL LEAVE

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

27.2 Paid parental leave

(a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:

- (i) first claim: where eligible for unpaid parental leave; and
- (ii) second and subsequent claims: where an employee having returned to work from a period of parental leave has completed three (3) months of continuous service prior to each claim.

(b) For the purposes of the calculation of "ordinary pay" for paid parental leave purposes, an employee will be paid the higher of:

- (i) The average of the ordinary hours actually worked by the employee in the twelve (12) month period ending at the commencement of parental leave; or
- (ii) The ordinary hours worked by the employee at the time of the commencement of parental leave.

(c) Paid parental leave includes:

- (i) nine (9) weeks paid maternity leave for the birth mother after twelve (12) months of permanent part time or full time employment and 12 weeks paid maternity leave after two years (24 months) of permanent part time or full time employment;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child after twelve (12) months of permanent part time or full time employment and 12 weeks paid adoption leave for the primary care giver after twenty- four (24) months of permanent part time or full time employment; and
 - (iii) one (1) week's paid partner leave.
- (d) Paid partner leave will be payable to:
- (i) the father; or
 - (ii) partner of the birth mother; or
 - (iii) partner of the initial primary carer of an adopted child.
- (e) Partner includes same-sex and de facto partner but does not include former de facto partners.
- (f) Any period of "paid no safe job leave" taken by an employee pursuant to the "Transfer to a Safe Job" provisions of the Act shall be deducted from the employee's entitlement to paid maternity leave.

28 LONG SERVICE LEAVE

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

28.2

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

28.3 For the purpose of clause 28.2:

- (a) service shall mean continuous service with any one employer/organisation;
- (b) service shall:

- (i) not include any period of leave without pay except in the case of employees who have completed at least ten (10) years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June 1980;
- (ii) include half the period of Long Service Leave taken where an employee elects to take Long Service Leave at half pay in accordance with clause 28.7;
- (iii) not count for casual employees who have had a break in engagements of more than three (3) months.

28.4 The employer shall give to each employee at least one (1) 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.

28.5

- (a) On the termination of employment of an employee, otherwise than by his or her death, the Employer shall pay to the employee the monetary value of all long service leave accrued and not taken at the date of such termination and such monetary value shall be determined according to the salary payable to the employee at the date of such termination.
- (b) Where an employee who has acquired a right to long service leave, or after having had 5 years' service and less than ten (10) years' service dies, the employee's personal representative shall, upon request, be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had his or her services terminated as referred to in clause 28.2(b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.
- (c) The minimum period of long service leave which may be taken at any one time will be two (2) weeks.
- (d) Where the employee becomes ill and is granted Personal or Carers leave in lieu of long service leave previously approved, the period of long service leave actually taken will not be subject to the minimum period requirement set out in paragraph 28.5 (c).
- (e) Adjustments to long service leave for personal leave where an employee falls sick or suffers an injury while on long service leave and provides to the Employer a medical certificate with a specified medical diagnosis to show they were incapacitated to the extent that normal duties could not be performed for a period of three (3) days, and where the employee has accrued personal leave, the Employer shall debit such time as personal leave and no deduction will be made from the employee's long service leave balance for the absence.

28.6 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.

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 fifteen (15) years' continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of three (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 twenty (20) years continuous service the employee would be entitled to 5.5 months long service leave, made up of three (3) months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

28.7

- (a) With the agreement of the Employer, an employee may take long service leave on half the ordinary pay thereby increasing the period of paid leave which can be taken. For example, an employee who is eligible for thirteen (13) weeks paid long service leave can take twenty-six (26) weeks paid long service leave at half their ordinary pay.
- (b) During a period of long service leave on half the ordinary pay accrual of annual leave and personal/carers leave will be on the basis of half the ordinary hours of work.
- (c) At the request in writing by the employee, and by agreement with the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay or half the quantum of leave at double pay.

29 REPATRIATION LEAVE

29.1 Employees who are ex-servicemen or ex-service women may be granted special leave in one or more periods up to a maximum of 6½ working days in any period of twelve (12) months without deduction from annual or sick leave credits for the following purposes in connection with an accepted war-caused disability or in connection with an application to the Repatriation Department for a disability to be so accepted:

- (a) to attend a hospital or clinic or visit a medical officer in that regard;
- (b) to attend a hospital, clinic or medical officer or to report for periodical examination or attention;
- (c) to attend limb factories for the supply, renewal and repair of artificial replacements and surgical appliances.

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

30 LEAVE WITHOUT PAY

- 30.1 By agreement between the Employer and a permanent employee, an employee may be granted a period of leave without pay. Leave without pay can only be applied for when all other relevant leave entitlements have been exhausted.
- 30.2 The period of leave without pay will not break the continuity of service of the employee but will not count for the purpose of:
- (a) accruing annual leave or personal/carers leave, incremental progression, and public holidays;
 - (b) accruing long service leave, except in the case of employees who have completed at least ten (10) years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six months taken after 1 June 1980;
 - (c) severance pay in accordance with clause 36 – Redundancy

31 CEREMONIAL LEAVE

An employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten (10) working days' unpaid leave in any one (1) year, with the approval of the Employer.

32 NATURAL DISASTER LEAVE

- 32.1 Where a permanent employee is unable to attend work because of a natural disaster, i.e. bushfire or flood, they will be entitled to ordinary pay for the shift they would otherwise have worked on that day. This entitlement will normally apply once per calendar year to each type of natural disaster and is not cumulative from year to year.
- 32.2 The Employer may require the employee to provide evidence to support their claim.

33 FAMILY AND DOMESTIC VIOLENCE

33.1 Definitions

- (a) Family and Domestic Violence includes acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
- (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
- (c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

33.2 Measures

- (a) No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- (b) All personal information concerning Family and Domestic Violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (c) The Employer will identify a contact within the organisation with whom the employee can make contact for the purposes of this clause.
- (d) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, the Employer will, subject to operational requirements, facilitate flexible working arrangements which may include:
 - (i) changes to working times and to work location;
 - (ii) changes to telephone numbers and/or email addresses.
 - (iii) (any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (e) An employee experiencing family and domestic violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in family and domestic violence.
- (f) A full time or part time employee who has established evidence of being the victim of Family or Domestic Violence with the Employer may utilise the following leave entitlements for medical appointments, legal proceedings and other activities related to Family and Domestic Violence.
 - (i) Up to 10 days paid leave per calendar year to attend medical appointments, counselling, legal proceedings, arrange to relocate and/or any other activities related to the effects of family and domestic violence.
 - (ii) Family and domestic violence leave can be taken as a part day absence.
 - (iii) This leave does not accrue from year to year and will not be paid out if unused.

33.3 Casual employees will be entitled to unpaid Family and Domestic leave.

PART 4 - OTHER PROVISIONS

34 CONSULTATION

34.1 Consultation regarding major workplace change

Employer to notify

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

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

34.2 Employer to discuss change

- (a) The Employer must discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in clause 34.1, the effects the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- (b) The discussions must commence as early as practicable after a definite decision has been made by the employer to make the changes referred to in clause 34.1.
- (c) For the purposes of such discussion, the Employer must provide in writing to the employees concerned and their representatives, if any, which may be the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the Employer is not required to disclose confidential information the disclosure of which would be contrary to the Employer's interests.

34.3 Consultation regarding changes to regular rosters or ordinary hours of work

- (a) Where the Employer proposes to change an employee's regular roster or ordinary hours of work, the Employer must:
 - (i) provide information about the change to the employee or employees affected; and
 - (ii) invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - (iii) consider any views given by employees about the impact of the change.
 - (iv) The Employer or employee may appoint a representative for the purposes of this clause. The identity of the representative must be advised to the other party.
- (b) The obligations under sub-clause (a) shall be read in conjunction with the other agreement provisions concerning the scheduling of work and notice requirement, including but not limited to clause 15 - Hours and clause 16 - Rosters.
- (c) This clause is to be read in conjunction with other provisions in this Agreement concerning the scheduling of work and notice requirements.

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

35 PEAK CONSULTATIVE COMMITTEE

A Peak Consultative Committee will be established to foster constructive communication and understanding between St Vincent's Care Services, the Health Services Union NSW Branch (HSU) and the ANMF NSW Branch / NSWNMA on matters which have organisation wide impact or implications.

- (a) The meetings will be a forum to discuss:
 - (i) organisation-wide issues, such as workforce structure and resident care outcomes;
 - (ii) exchange of information and views, particularly about major initiatives or significant workplace change;
 - (iii) wider issues affecting the aged care industry, such as union industry campaigns and government reforms;
 - (iv) matters unable to be resolved elsewhere.
- (b) Local or individual issues will continue to be dealt with at a local level. Separate meetings may also be held with individual unions on an agreed as needs basis.
- (c) The committee will be made up of:
 - (i) Representatives from St Vincent's Aged Care management, both local and head office;
 - (ii) Representatives from the Health Services Union NSW Branch, which will include HSU delegates;
 - (iii) Representatives from the ANMF NSW Branch / NSWNMA, which will include ANMF NSW Branch / NSWNMA delegates; and
 - (iv) Employee representatives.
- (d) The Peak Consultative Committee will meet three times per year. Any party may make a request for a special meeting if circumstances so warrant. The parties may also agree to meet less than three times per year.
 - (i) Agenda items should be submitted to the committee members two weeks before each meeting. SVCS will forward a proposed agenda prior to the meeting.
 - (ii) Minutes, including outcomes and action items, shall be forwarded to each participant as soon as practical following the meeting.
 - (iii) Where matters are unresolved through the consultative process, the parties retain their rights to utilise the Dispute Settlement Procedure at clause 48.

36 REDUNDANCY

36.1 For the purposes of this clause, “continuous service” shall mean the period during which the Employee is employed by the Employer but does not include any of the following periods (Excluded Periods):

- a) Any period of unauthorised absence;
- b) Any period of unpaid leave or unpaid authorised absence, other than:
 - (i) Community service leave; and
 - (ii) Any period of stand down.

Any of the Excluded Periods do not break an Employee’s continuous service with the Employer, however it does not count towards the length of that Employee’s continuous service.

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

36.3 Unless the FWC subsequently orders otherwise pursuant to clause 36.6, where the employment of an employee is to be terminated for the reason set out in clause 36.2 the Employer shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

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

Minimum Years of Service Retrenchment 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

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

Minimum Years of Service Retrenchment 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) Weeks' pay means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- (i) shift and weekend penalties as prescribed in clause 19 – Shift and Weekend Work;
 - (ii) broken shift allowance as prescribed in clause 15.4 – Broken Shifts;
 - (iii) sleepover allowance as prescribed in clause 21.4– Sleepover Allowance

36.4 Payment in lieu of reduced hours

- (a) Any proposal for an employee to reduce their minimum number of contracted hours will be subject to consultation as per the provisions in Clause 34 Consultation.
- (b) In the case of a proposed reduction of minimum contracted hours, employees will be offered a payment in lieu of the reduced hours. The payment will be made where the employee agrees.
- (c) It will be calculated based on the pro-rata rate of a full redundancy, at the time of the reduction, using the following formula:

Payment = (Eligible full-time entitlement / 38) x Number of hours reduced

For example: An employee with 3 years tenure has their minimum contracted hours reduced by 5 hours, from 20 hours per week to 15 hours per week.

The payment would be the full 3-year redundancy entitlement, divided by 38 to establish the per hour redundancy entitlement, then multiplied by 5 to recognise the 5 hours reduced.

36.5 Payment in lieu of reduced classification

- (a) To mitigate the negative impacts of a redundancy, an employee may be transferred to new duties to which a lower ordinary rate of pay applies, a transfer will only take place where the Employer offers, and the employee accepts, the transfer to lower paid duties.

Enrolled and Registered Nurses are strongly advised to seek professional advice before accepting an offer.

- (b) Any proposal for an employee to transfer to lower paid duties will be subject to consultation as per the provisions in Clause 34 Consultation.

- (c) If an employee accepts an offer to be transferred to lower paid duties, the employee will be paid a compensation payment to recognise the reduced rate of pay.
- (d) The compensation payment will be the difference between the redundancy payment the employee would have received in their former role (i.e. the redundant role), minus the employee's eligible redundancy entitlement in the new role (i.e. the role they agreed to be transferred to).

Compensation payment = Former redundancy entitlement – New redundancy entitlement

For example: A full time CSE Grade 2 with three years tenure has a redundancy entitlement \$8,766. As an alternative to a redundancy, they accept a role as a CSE Grade 1. In the new role they now have a redundancy entitlement of \$8,246. Therefore, the difference between the redundancy entitlements of \$520 is payable to the employee, to recognise the reduced rate of pay.

The number of hours calculated must also include the number of hours that the employee is entitled to in terms of the applicable period of notice.

The payment is to be treated in line with the relevant taxation guidelines.

- (e) Where an employee has transferred to a position with a lower rate of pay, all entitlements including sick leave, annual leave and long service leave accrued at the time of the transfer are to be preserved at the higher rate applicable prior to the transfer, and all leave taken after the transfer date will be paid at the higher rate until the preserved accruals are exhausted. New leave accruals applicable as from the date of transfer to the lower paid position will accrue at the lower rate of pay.

- 36.6 Subject to an application by the Employer and further order of the FWC the Employer may pay a lesser amount (or no amount) of retrenchment pay than that contained in sub-clause 36.3. The FWC shall have regard to such financial and other resources of the Employer concerned as the FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in clause 36.3 will have on the Employer.

37 DISCIPLINARY MATTERS

- 37.1 In all dealings with employees, which may lead to a disciplinary outcome, including termination, the Employer commits to the principles of procedural fairness, natural justice and the right to a support person.
- 37.2 An employee required to attend a disciplinary meeting will be entitled to ordinary pay for the duration of meeting.

38 TERMINATION OF EMPLOYMENT

- 38.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, the Employer will:

- (a) inform the employee that the termination of their employment is being considered;
 - (b) advise the employee of the reasons for termination; and
 - (c) provide the employee with an opportunity to show cause why their employment should not be terminated.
- 38.2 An employee shall be given reasonable time to respond and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a support person present. The support person may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 38.3 Subject to clauses 38.4 to 38.6, the employment of an employee, (other than the employment of a casual), will be terminated by the Employer or the employee only on the provision of the applicable notice as set out in clause 38.7, or by the payment by the Employer, or forfeiture by the employee, of wages in lieu of notice.
- 38.4 The Employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- 38.5 Provided that employment may be terminated by part of the period of notice specified, and part payment or part forfeiture, in lieu of the period of notice specified.
- 38.6 If an employee who is at least 18 years old does not give the period of notice required under clause 38.7, and has authorised the Employer to deduct money in lieu of the notice from his or her wages, the Employer may deduct an amount not exceeding one week's wages for the employee. Such deduction must be reasonable in the circumstances. If the Employer has agreed to a shorter period of notice than that required under clause 38.7, then no deduction will be made.

38.7 Notice of termination

- | <u>Period of Continuous Service</u> | <u>Minimum Period of Notice</u> |
|---|---------------------------------|
| 1 year or less | 1 week |
| More than 1 year but not more than 3 years | 2 weeks |
| More than 3 years but not more than 5 years | 3 weeks |
| More than 5 years | 4 weeks |
- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one (1) week's notice if the employee has completed at least two (2) years' continuous service for the Employer.
 - (c) Casuals are to be given notice to the end of the current shift worked.
- 38.8 The Employer will give the employee a statement signed by the Employer stating the period of employment and when the employment was terminated if the employee requests.

38.9 Abandonment of Employment

- (a) If an employee is absent from work for a continuous period exceeding three rostered working days and the Employer is unaware of the reason for this absence, the consultation procedure in this clause applies.
- (b) In the circumstances described in (a), the Employer will provide the employee with an opportunity to explain this absence before the Employer takes any action against the employee.

For this purpose, the Employer must:

- (i) Allow a period of 10 days after the employee's last attendance at work or notified absence from work for contact to be made with the employee or for the employee to make contact with the Employer; and
 - (ii) Attempt to contact the employee during the above 10-day period using all reasonable means available to the Employer.
- (c) If the Employer terminates the employment of an employee, the employer must provide notice of termination in accordance with Clause 38.7.
 - (d) Nothing in this clause detracts from the right of an employee to access any legal remedies arising from any action taken against the employee or from the rights of the Employer to lawfully terminate the employment of the employee in other circumstances.

Note: Section 352 of the Act provides that an employer must not dismiss an employee of the employee is temporarily absent from work due to an illness or injury of a kind prescribed.

39 LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 39.1 The Employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 39.2 The Employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 39.3 Any direction issued by the Employer pursuant to sub-clauses 39.1 and/or 39.2 shall be consistent with the Employer's responsibility to provide a safe and healthy working environment for employees, and the Employer's duty of care to residents and/or clients.

40 WORKLOAD MANAGEMENT

- 40.1 The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care. The Employer has a responsibility to maintain a level of care for residents. Vacancies for essential services positions (namely nurses, care services employees and hotel services) arising from staff absences shall be filled to the best of the Employer's ability.

Where additional resources are identified as being required for a short-term basis, the Employer will first use an internal employee prior to engaging contractors, however from time to time the use of contractors or agency staff may be unavoidable.

- 40.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should, where possible be referred to the Facility Manager for further discussion.
 - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
 - (e) At each of the steps above the parties should aim to agree on a reasonable time frame for response.
- 40.3 If the issue is still unresolved, the employee/s may advance the matter through clause 48 - Grievance and Disputes Resolution Procedures. Arbitration of workload management issues may only occur by agreement of all parties.

41 SUPERANNUATION

- 41.1 The Employer will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time. An approved fund must offer a "My Super" product.
- 41.2 An '**approved fund**' means a complying superannuation fund; provided that the Employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- 41.3 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 41.4 Should an employee fail to nominate a fund, the employer will choose Health Employees' Superannuation Trust Australia (H.E.S.T.A.) as the approved default fund into which contributions shall be paid under this Agreement.
- 41.5 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.
- 41.6 The Employer shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.

41.7 Salary Sacrifice to Superannuation

- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (c) The Employer will not use any amount that is salary sacrificed by an employee to count towards the Employer's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by the Employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the Employer's SG contributions.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

42 ATTENDANCE AT MEETINGS

Wherever possible, the Employer will hold meetings within the employee's ordinary hours. Any employee required by the Employer to attend meetings outside the employee's ordinary hours shall be entitled to receive their applicable rate of pay 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. Overtime will apply where attendance at such meetings is outside the normal rostered working time of part-time employees.

43 TRAINING

- 43.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.
- 43.2 Each employee shall provide to the Employer details of their attendance at training and the Employer shall keep a record of this attendance.
- 43.3 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:

- (a) Employees shall attend training outside their normal rostered working hours when required to do so by the Employer.
- (b) The Employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- (c) Employees attending training will be paid their applicable rate of pay for the actual time spent in attendance for the period of training. Overtime will apply where attendance at such training is outside the normal rostered working time of part-time employees.
- (d) The Employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in clause (c) that is in excess of the time normally taken for that employee to attend work.
- (e) When receiving travelling time as set out in sub-clause (d), an employee using his or her own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Item 16 or 18 of Table 3 of Schedule B of this Agreement.
- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 15.2 - Arrangement of Hours. Where practicable, similar arrangements should also be made available to all other employees.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (h) For all mandatory or compliance training, where the employee is required by the Employer to attend, the employee will be rostered to attend and be paid at the applicable rate. Overtime will apply where attendance at such training is outside the normal rostered working time of part-time employees. Where an employee has not completed mandatory training by the due date, after having been provided with adequate notice of the requirement to complete such training, the employee will be stood down without pay until such mandatory training has been completed. Note: two (2) months' notice will be provided of the requirement to complete this training.
- (i) Where an employee is concerned that they cannot or may not be able to complete mandatory training or Continuous Professional Development (CPD) requirements within the timeframes expected by the Employer from time to time, the employee should raise this with their manager at the first available opportunity, to assist the manager to identify and respond to any barriers to completion in a timely manner.
- (j) Wherever reasonably practicable, the Employer will offer, and employees will complete all mandatory training "in house", within ordinary rostered hours.

44 CONTINUING PROFESSIONAL DEVELOPMENT (CPD)

- 44.1 The Employer commits to the professional development of employees where it is within the scope of the employee's role and is deemed to meet the needs of the Employer.
- 44.2 The Employer will assist to facilitate access to professional development opportunities by allowing flexibility of rostering and applications for leave. Where such professional development is reasonable, approval will be subject to the operational needs of the facility.

45 AMENITIES

- 45.1 The minimum standards as set out in all relevant Work Health and Safety legislation shall be met in the provision of amenities to employees.
- 45.2 Such amenities may include:
- (a) change rooms and lockers;
 - (b) meal room;
 - (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining utensils;
 - (d) rest room;
 - (e) washing and bathing facilities;
 - (f) sanitary conveniences; and
 - (g) safe and secure workplace.
- 45.3 This clause does not create legal rights or obligations in addition to those imposed upon the parties by legislation referred to in this clause.

46 INSPECTION OF LOCKERS

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

47 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 47.1 Employees are entitled to request flexible working arrangements in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 4 of the Act).
- 47.2 The following are the circumstances:
- (a) the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;

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

47.3 The employee is not entitled to make the request unless:

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

47.4 The request must:

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

47.5 The Employer must give the employee a written response to the request within twenty-one (21) days, stating whether the employer grants or refuses the request.

48 GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

48.1 Unless otherwise stated the terms “party” or “parties” referred to in this clause means those included within clause 3 – Parties Bound.

48.2 This dispute resolution procedure will apply to disputes about:

- (a) any matters arising in the employment relationship, except matters relating to the actual termination of employment of an employee;
- (b) threatened termination, with the exception that the arbitration provisions in clause 48.6 do not apply unless the parties agree. Further, the parties' rights are reserved during this process and the Employer may exercise their right to terminate the employee in accordance with the agreement;
- (c) matters in relation to the NES;
- (d) matters arising under the agreement; and

- (e) whether an Employer had reasonable business grounds under subsection 65(5) of the Act - (requests for flexible working arrangements) or 76(4) of the Act - (requests for extending unpaid parental leave).
- 48.3 The Employer or employee may appoint another person, organisation or association (e.g. Union or Aged & Community Services Australia (ACSA)) to accompany and/or represent them for the purposes of this clause.
- 48.4 In the event of a dispute the parties will initially attempt to resolve the matter at the workplace level, including, but not limited to:
- (a) the employee and his or her supervisor discussing the matter; and
 - (b) if the matter is still not resolved the parties arranging further discussions involving more senior levels of management (as appropriate).
- 48.5 If a dispute is unable to be resolved at the workplace, in accordance with clause 48.4, a party to the dispute may refer the matter to the FWC or other appropriate statutory tribunal.
- 48.6 The parties agree that the FWC shall have the power to do all such things as are necessary for the just resolution of the dispute including:
- (a) mediation, conciliation and, with the exception of disputes arising under clause 40 – Workload Management, arbitration; and
 - (b) arbitration, for disputes arising under clause 40 – Workload Management, only with the agreement of the parties.
- 48.7 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable Work Health and Safety legislation, an employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the employee to perform.

49 BULLYING & HARASSMENT

- 49.1 Parties to this agreement acknowledge a shared commitment to the provision of a safe, flexible and respectful workplace, free from all forms of bullying and harassment, where everyone is required to treat each other with dignity, courtesy and respect.
- 49.2 In achieving this objective, the Employer shall have in place a Bullying & Harassment Policy and Procedure that aligns with relevant legislation and ensure that everyone complies with its terms and conditions.

50 UNION DELEGATES

- 50.1 The Employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.

- 50.2 The Employer will recognise one delegate from the HSU New South Wales Branch and one delegate from the AMNF NSW Branch / NSWNMA in each workplace upon receipt of written notification from each of the respective Unions.
- 50.3 A delegate will be released from work to attend union business up to five (5) days per calendar year in accordance with the following:
- (a) to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment;
 - (b) to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
 - (c) a minimum of four (4) weeks' written notice, or less by agreement, must be provided to the Employer of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (d) subject to operational requirements the Employer shall not unreasonably refuse such a request.
- 50.4 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 50.5 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

EXECUTION:

Signed for and on behalf of St Vincent's Care Services Ltd trading as St Vincent's Care Services by its duly authorised officer:

Signed for the Employer: Allanna Kelsall.....

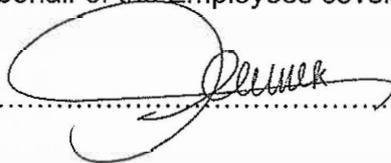
Print Full Name: Allanna Kelsall

Position/Authority to sign: Executive General Manager People and Culture

Address: Level 3, East Towers, 25 Montpelier Road, Bowen Hills, QLD 4006

Date: 20 Jan 2021

Signed for and on behalf of the Employees covered by the Agreement:

Signature: 

Print Full Name: Christopher Bay-og

Position/Authority to sign: RN

Employee covered by the Agreement

Address: 365 Bronte Rd, Bronte NSW 2024

Date: 21.01.2021

Brett Holmes

Brett Howard Holmes
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017

Margaret Potts

WITNESS
Margaret Mary Potts
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O'Bray Smith

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WATERLOO NSW 2017

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WITNESS
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Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

SCHEDULE A - EMPLOYMENT CLASSIFICATIONS

This Schedule contains the following employment classifications and definitions:

- I. **GENERAL EMPLOYMENT CLASSIFICATIONS**
- II. **NURSES' EMPLOYMENT CLASSIFICATIONS**
- III. **HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS**

I. **GENERAL EMPLOYMENT CLASSIFICATIONS**

The following employment classifications and definitions apply to this Agreement:

1. **CARE SERVICE EMPLOYEES (CSE)**

- 1.1 **Care Service Employee New Entrant** means an employee with less than 500 hours work experience in this industry who performs basic duties under direct supervision. Such employees perform routine functions requiring understanding of clear rules and procedures. Work is performed using established practices, procedures and instructions including compliance with documentation requirements as determined by the employer. Problems should be referred to a more senior employee. Indicative tasks an employee at this level may perform are as follows:

Care Stream: Carry out simple tasks under supervision to assist a higher grade Care Service Employee attending to the personal needs of residents.

Support Stream: General assistance to higher grade employees in the full range of domestic duties.

Maintenance Stream: General labouring assistance to higher grade employees in the full range of gardening and maintenance duties.

- 1.2 **Care Service Employee Grade 1** means an employee who has 500 hours work experience in the industry or who has or can demonstrate relevant prior experience, acceptable to the employer, which enables the employee to work effectively at this level. A junior employee (less than 18-years) when classified at this grade may be paid as a new entrant. An employee who works under limited direct and/or indirect 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:

Care Stream: 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, 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.

Support Stream: Performance 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.

Maintenance Stream: Performance of labouring duties associated with gardening and general maintenance activities, including but not limited to sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

1.3 **Care Service Employee Grade 2** means

- (a) **Level One.** An employee with 1186 hours' work experience in the industry who works individually or in a team environment, or who has or can demonstrate relevant prior work experience, acceptable to the employer, which enables the employee to work effectively at this level. An employee who works individually or in a team environment is responsible for the quality of their own work and works under limited direct and/or indirect supervision, including compliance with documentation requirements as determined by the employer.

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

Care Stream: Provide a wide range of personal care services to residents, 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 dose administration aids;
- simple wound dressing;
- implementation of continence programs as identified in the Care Plans;
- attend to routine urinalysis, blood pressure, temperature and pulse checks;
- attend to 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 hypoglycaemia;
- 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.

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

Maintenance Stream: Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trade 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.

(b) **Level Two.** An employee will be entitled to progress to the Level Two rate for all hours and duties performed in the care stream in accordance with the following conditions. The employee must:

- be employed as a CSE 2;
- have worked in the Care Stream for a minimum of two (2) years; and
- possess a Certificate III in Individual Support (CHC33015) or a Certificate III in a similar field acceptable to the employer.

1.4 **Care Service Employee Grade 3** means an employee who holds either a Certificate Level III in Individual Support (CHC33015) 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. Employees at this level may be required to plan, direct, and train other employees 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:

Care Stream: Coordinate and direct the work of employees. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans.

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

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

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

(a) **Level One:** An employee who holds a Certificate IV in Ageing Support (CHC43015) 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.

Care Stream: Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of other employees. Schedule work programs.

Support Stream: Coordinate and direct the work of employees involved with the preparation and delivery of food. Schedule work programs.

Maintenance Stream: Coordinate and direct the work of employees performing gardening duties. Schedule gardening work programs. Where required, let routine service contracts associated with gardening.

(b) **Level Two:** An employee who is:

- qualified with a Certificate III in Individual Support (CHC33015);
- qualified with a Certificate IV in Ageing Support (CHC43015);
- qualified with the medication competency “Administer and Monitor Medications” (HLTHPS007); and
- who is rostered to deliver medication to residents in residential aged care facilities which were previously defined as Nursing Homes (as at 31 December 2004) by the Nursing Homes Act 1988 (NSW).

Employees at this level may be required to perform the duties of a CSE 4 - Level 1.

1.6 **Other**

“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 employees.

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

2. HOME CARE EMPLOYEES

2.1 **Home Care Employee – (New Entrant)**

(a) **Qualifying period and training**

This is a Trainee level, which applies to new employees with less than six (6) months' experience in the industry or less than 250 hours' experience in Home Care but without previous relevant experience in personal care delivery.

New entrants employed prior to the date of approval of this agreement whose rate of pay is above the new entrant rate of pay within this agreement will have that rate of pay preserved until such time as they are reclassified to a position above that of a New Entrant.

An employee at this level must have basic written and verbal communication skills and basic computer skills. The employer shall provide training and the employee shall work under direct and indirect supervision.

At the end of a period of six (6) months or 250 hours' employment, whichever is first completed, employees who have satisfactorily completed the requirements of a New Entrant shall progress to Grade 1.

Should an employee at this level not satisfactorily meet the requirements of a New Entrant, he/she shall be notified in writing by the employer two (2) weeks prior to the date on which he/she would have proceeded to Grade 1.

(b) Indicative Tasks

Indicative but not exclusive tasks include:

- the undertaking of domestic work, including cleaning, vacuuming, dusting, washing and ironing, shopping, sweeping paths, preparation and cooking of meals, defrosting refrigerators, emptying and cleaning of commodes;
- assisting with banking and account payment, organising appointments, client activities, transporting clients, assistance with care of pets, and care of indoor and outdoor pot plants. Employees at this level must comply with documentation requirements as determined by the employer.

Indicative, but not exclusive tasks under indirect supervision include:

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

Indicative, but not exclusive tasks under direct supervision include provision of assistance to a higher grade employee in attending to the personal care needs of a client.

(c) Accountability and extent of authority

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

(d) Judgment and decision-making

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

(e) Interpersonal skills

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

(f) Qualifications and experience

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

2.2 Home Care Employee - Grade 1

Means a person who satisfies the requirements of a New Entrant and has progressed to Grade 1 or who is appointed to Grade 1 and is not a New Entrant. Employees at this level work under indirect supervision in domestic services, gardening and maintenance not requiring trade skills and in carrying out simple personal care tasks. An employee at this level is required to assist the client to do personal care tasks for himself/herself and assist the client to maintain their independence in their own homes.

(a) Indicative tasks

The indicative tasks are the same as a New Entrant except the employee has completed the qualifying period and training necessary to be Grade 1.

In addition to carrying the simple personal care tasks of a New Entrant a Grade 1 shall be required to monitor the personal care needs of clients: this includes but will not be limited to medication monitoring.

(b) Accountability and extent of authority

An employee at this level is responsible for the quality of their work.

(c) Judgment and decision-making

The same as a New Entrant.

(d) Interpersonal skills

The same as a New Entrant.

(e) Qualifications and experience

No formal qualifications necessary. An employee at this level will have completed all on-the-job training as required.

(f) Specialist knowledge and skills

An employee at Grade 1 shall be competent to carry out the broad range of domestic and housekeeping duties and competent to carry out simple personal care tasks relevant to assisting clients to maintain their independence in their own homes.

This employee must possess relevant skill and competence to perform such tasks. Where the employee does not possess such skills and competence, further training will be provided.

2.3 Home Care Employee - Grade 2

Level 1. An employee at this level can perform the duties of a Home Care Employee Grade 1.

Employees at this level may be required to perform more complex tasks than a Grade 1 and, assist the client to do for himself/herself.

(a) Indicative Tasks

The indicative tasks for an employee at this Grade are as follows:

Showering/Bathing: all aspects of showering/bathing including assisting with mobility or transferring to and from shower/bath; assisting or transferring client to commode

chair; total bed bath/sponge except where there are severely limited/uncontrollable body movements or serious comfort/health consideration.

Toileting: Helping clients to the toilet; assisting clients to use the toilet by loosening clothing; changing or assisting clients to change their own incontinence and sanitary pads; assisting clients with bottles and pans; assisting self-catheterisation by holding mirror or positioning legs.

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; assisting with bowel management; continual caring of someone with bowel incontinence including washing the person and changing bowel incontinence pads.

Menstrual Care: Assisting with menstrual care including the changing of tampons and sanitary pads.

Skin Care: Application of topical treatment creams to the genital and other areas and the changing of wound dressings.

Grooming: All hair care; nasal and ear care; care of nails; shaving (except where there are uncontrollable body movements); all dressing/undressing or assistance with dressing/undressing except where there are severely limited/uncontrollable body movements.

Oral Hygiene: Assisting clients with their own oral care; care of teeth and dentures for the client.

Medication: Assisting client with or administering liquid medicines, pills, powders, nasal sprays and eye drops. Suppositories; assisting and supporting diabetic clients in the management of their insulin and diet and recognising the signs of both hyper and hypo-glycaemia.

Transferring/Mobility: Transferring client in and out of bed/chair/car and assisting with mobility; using mechanical aids to lift and transfer clients.

Fitting of Aids/Appliances: Such as hearing aids, splints and callipers.

Therapy: Assisting with therapy in any of the following circumstances:

- (i) where low grade of assistance is required;
- (ii) where carer/therapist is or is not in attendance on site and client is able to take responsibility for the therapy or carer/therapist is on site;
- (iii) where simple instructions provided by a therapist or senior employee are required rather than specialised training knowledge.

Assistance with Eating: Assisting with feeding except where there is an assessed risk of choking, vomiting or other eating difficulties.

(b) **Accountability and extent of authority**

Employees perform work under indirect or limited direct supervision. Employees at this level have contact with the public or other employees, which involve explanations of specific procedures and practices. Employees at this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them. Employees at this level may assist others in the supervision of the work of a New Entrant, Grade 1 or Grade 2.

(c) **Judgment and decision-making**

The nature of the work is clearly defined with established procedures that are well understood or clearly documented. Employees at this level are expected to use some originality in approach with solutions usually attributable to the application of previously encountered procedures and practices.

(d) **Specialist knowledge and skills**

In addition to performing the tasks of a Grade 1 employee, a Grade 2 employee is expected to provide all personal care (including supervising daily hygiene) and subsequent to competency-based training and assessment as required, can carry out the fitting and removal of aids and appliances and medication tasks.

(e) **Interpersonal skills**

The same as New Entrant and Grade 1.

(f) **Qualifications and experience**

At a minimum, an employee at this level will have satisfactorily completed the requirements of a Grade 1.

Indicative but not exclusive of the qualifications required in this level include a Certificate III Individual Support (Ageing, Home and Community) or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

Level Two. An employee will be entitled to progress to the Level Two rate for all hours and duties performed in the care stream in accordance with the following conditions. The employee must:

- be employed as a Home Care Employee Grade 2;
- have worked in Home Care for a minimum of 2 years; and
- possess a Certificate III in Individual Support (CHC33015) or a Certificate III in a similar field acceptable to the employer.

2.4 **Home Care Employee - Grade 3**

An employee at this level can perform the duties of a New Entrant, Grade 1 and Grade 2 and is required to directly attend to a client's complex needs, as opposed to assisting the client to do for himself/herself, because of the client's behaviour or the client's condition, frailty, and/or household environment.

Grade 3 employees may be involved in on-the-job training of Home Care Employees New Entrants, Grade 1 and 2 where required. Employees at this level will be designated by the employer as having the responsibility for leading/mentoring/training and/or supervising the work of others.

(a) **Indicative Tasks**

The indicative tasks for an employee at this Grade are all of the tasks of a New Entrant, Grade 1 or Grade 2 employee except that an employee at this level will be responsible for more complex personal care needs of clients having regard to whether the client suffers from severely limited/uncontrollable body movements or serious comfort/health considerations.

(b) **Accountability and extent of authority**

The same as a Grade 2 except that Employees at this level may be asked to assist others in the supervision of the work of a New Entrant, Grade 1, 2, or 3.

(c) **Judgment and decision-making**

The nature of the work is usually specialised, with established procedures and requiring personal judgement. An employee at this level will provide personal care and domestic assistance to clients with complex care needs. There is scope to exercise discretion in the application of established practices and procedures as the nature of the work is clearly defined, understood or clearly documented. Employees at this level shall exercise some originality in approaching problems with solutions usually attributable to application of previously encountered procedures.

(d) **Specialist knowledge and skills**

Indicative but not exclusive tasks include: administrative and computer skills; process and record invoices and correspondence; prepare meals for special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support employees including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and coordinate diversional therapy programs and attending to elementary household maintenance requirements.

(e) **Interpersonal skills**

The same as New Entrant, Grade 1 and 2.

(f) **Qualifications and experience**

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

3. **CLERICAL & ADMINISTRATIVE EMPLOYEES**

3.1 **Definition:** The classification criteria in this schedule provides guidelines to determine the appropriate classification level of persons employed pursuant to this agreement. In determining the appropriate level, consideration must be given to both the characteristics and typical duties/skills.

The characteristics are the primary guide to classification as they indicate the level of basic knowledge, comprehension of issues, problems and procedures required and the level of supervision or accountability of the position. The totality of the characteristics must be read as a whole to obtain a clear understanding of the essential features of any particular level and the competency required.

The typical duties/skills are a non-exhaustive list of duties/skills that may be comprehended within the particular level. They are an indicative guide only and at any particular level employees may be expected to undertake duties of any level lower than their own. Employees at any particular level may perform/utilise one such duty/skill, or many of them, depending on the particular work allocated.

The key issue to be looked at in properly classifying an employee is the level of competency and skill that the employee is required to exercise in the work they perform, not the duties they perform per se. It will be noted that some typical duties/skills appear in more than one level, however when assigning a classification to an employee this needs to be done by reference to the specific characteristics of the level. For example, whilst word processing and copy typing are first specifically mentioned at Level 2 in terms of typical duty/skill, it does not mean that as soon as an employee operates a word processor or typewriter, they automatically become Level 2. They would achieve a Level 2 classification when they have achieved the level of skill and competency envisaged by the characteristics and the relevant indicative duties and skills of a Level 2. Level 1 in this structure is to be viewed as the level at which employees learn and gain competence in the basic clerical skills required by the employer, which in most cases would lead to progression through the classification structure as their competency and skills increase and are utilised.

3.2 **Grades:** All employees shall be graded in one of the following grades and informed accordingly in writing within fourteen (14) days of appointment to the position held by the employee and subsequent graded positions.

3.3 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 this clause.

3.4 **Clerical & Administrative Employee Grade 1**

(a) The employee may work under direct supervision with regular checking of progress.

(b) An employee at this grade applies knowledge and skills to a limited range of tasks. The choice of actions required is clear.

(c) Usually work will be performed within established routines, methods and procedures that are predictable, and which may require the exercise of limited discretion.

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

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

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

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

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

Organisational: Plan and organise a personal daily work routine.

Team: Complete allocated tasks.

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

3.5 **Clerical & Administrative Employee Grade 2**

(a) The employee may work under routine supervision with intermittent checking.

- (b) 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.
- (c) Work will be performed within established routines, methods and procedures, which involve the exercise of some discretion and minor decision making.
- (d) Indicative tasks an employee at this level may perform are as follows:

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

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

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

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.

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

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

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

3.6 Clerical & Administrative Employee Grade 3

- (a) The employee may work under limited supervision with checking related to overall progress.
- (b) An employee at this grade may be responsible for the work of others and may be required to co-ordinate such work.
- (c) 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.
- (d) Indicative tasks an employee at this level may perform are as follows:

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

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

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.

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

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.

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

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.

3.7 Clerical & Administrative Employee Grade 4

- (a) 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.
- (b) 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.
- (c) 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.
- (d) Indicative tasks an employee at this level may perform are as follows:

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.

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

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

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.

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.

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

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

3.8 Clerical & Administrative Employee Grade 5

- (a) The employee may be supervised by professional employees and may be responsible for the planning and management of the work of others.

- (b) 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.
- (c) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.
- (d) Indicative tasks an employee at this level may perform are as follows:
 - Information Handling:** Implement new/improved system; update incoming publications; circulate publications; identify information source(s) inside and outside the organisation.
 - Communication:** Obtain data from external sources; produce reports; identify need for documents and/or research.
 - Enterprise:** Assist with the development of options for future strategies; assist with planning to match future requirements with resource allocation.
 - Technology:** Establish and maintain a small network; identify document requirements; determine presentation and format of document and produce it.
 - Organisational:** Organise meetings; plan and organise conference.
 - Team:** Draft job vacancy advertisement; assist in the selection of employees; plan and allocate work for the team; monitor team performance; organise training for team.
 - Business Financial:** Administer PAYE salary records; process payment of wages and salaries; prepare payroll data.
- (e) Any employee paid on a classification/grade carrying a higher wage rate as at 10 November 1998 shall have the difference between the higher rate and the new agreed grade/rate preserved whilst remaining to undertake the duties associated with the classification held prior to the date referred to above.

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

II. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

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

Nurse includes Registered Nurses and Enrolled Nurses.

Registered Nurse (RN) means a person registered by the Board as such whose duties are consistent with those of a *Registered Nurse Level 1* as described in the *Nurses Award 2010*.

III. HEALTH PROFESSIONAL EMPLOYEE CLASSIFICATIONS

Diversional Therapists

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

The classification structure for diversional therapists will be in accordance with the classification structure for Health Professional Employees generally found under "Other Health Professionals" below. However, the rates of pay will be in accordance with the separate pay rates scale for diversional therapists found in Table 2 of Schedule B of this Agreement.

SCHEDULE B - PAY, OTHER RATES AND ALLOWANCES

TABLE 1 – CLINICAL RATES OF PAY

Clinical				
Position	Classification	Per Hour		
		Current	FFPPOA 1 Jul 20 (+2.75%)	FFPPOA 1 Jul 21 (+2.25%)
Enrolled Nurse (previously EEN)	Year 1	\$26.2539	\$26.9759	\$27.5828
	Year 2	\$26.8094	\$27.5467	\$28.1665
	Year 3	\$27.3649	\$28.1174	\$28.7501
	Year 4	\$27.9099	\$28.6774	\$29.3227
	Thereafter	\$28.6121	\$29.3989	\$30.0604
Registered Nurse	Year 1	\$32.1440	\$33.0280	\$33.7711
	Year 2	\$35.4245	\$36.3987	\$37.2176
	Year 3	\$37.0594	\$38.0785	\$38.9353
	Year 4	\$38.9250	\$39.9954	\$40.8953
	Year 5	\$40.5914	\$41.7077	\$42.6461

TABLE 2 – NON-CLINICAL RATES OF PAY

Non - Clinical				
Position	Classification	Per Hour		
		Current	FFPPOA 1 Jul 20 (+2.75%)	FFPPOA 1 Jul 21 (+2.25%)
Care Service Employee – Support / Maintenance Food Services Cleaning / Laundry Services Maintenance Services Driving	New Entrant <500 hours	\$21.0900	\$21.6700	\$22.1575
	Grade 1 >500 hours	\$21.7000	\$22.2968	\$22.7984
	Grade 2 - Level I	\$23.0700	\$23.7044	\$24.2378
	Grade 2 - Level II	\$23.4600	\$24.1052	\$24.6475
	Grade 3	\$24.4500	\$25.1224	\$25.6876
	Grade 4 - Level I	\$25.7200	\$26.4273	\$27.0219
	Grade 4 - Level II	\$27.9100	\$28.6775	\$29.3228
Care Service Employee – Care	New Entrant <500 hours	\$21.0900	\$21.6700	\$22.1575
	Grade 1 >500 hours	\$21.8300	\$22.4303	\$22.9350
	Grade 2 - Level I	\$23.1300	\$23.7661	\$24.3008
	Grade 2 - Level II refer Schedule A clause 1.3(b)	\$23.5300	\$24.1771	\$24.7211
	Grade 3	\$24.5200	\$25.1943	\$25.7612
	Grade 4 - Level I	\$25.7800	\$26.4890	\$27.0850
	Grade 4 - Level II	\$27.9800	\$28.7495	\$29.3963
Diversional Therapist	Year 1 of experience	\$23.5800	\$24.2285	\$24.7736
	Year 2 of experience	\$24.7400	\$25.4204	\$25.9923
	Year 3 of experience	\$25.9000	\$26.6123	\$27.2110
	Year 4 of experience	\$27.0600	\$27.8042	\$28.4297
	Year 5 of experience	\$28.1700	\$28.9447	\$29.5959
Home Care Employee	New Entrant <6 months or 250 hours experience (discretion of employer)		\$21.7625	\$22.2522
	Grade 1 >6 months or 250 hours experience	\$21.8300	\$22.4303	\$22.9350
	Grade 2 - Level I	\$23.1300	\$23.7661	\$24.3008
	Grade 2 - Level II	\$23.5300	\$24.1771	\$24.7211
	Grade 3	\$24.5200	\$25.1943	\$25.7612
Clerical & Administrative Employees	Adults - Grade 1	\$23.4300	\$24.0743	\$24.6160
	Adults - Grade 2	\$24.8200	\$25.5026	\$26.0764
	Adults - Grade 3	\$26.2700	\$26.9924	\$27.5998
	Adults - Grade 4	\$27.4400	\$28.1946	\$28.8290
	Adults - Grade 5	\$28.6800	\$29.4687	\$30.1317

TABLE 3 - ALLOWANCES

Allowances						
Stream	Allowance		Current	Unit	FFPPOA 1 Jul 20 2.75%	FFPPOA 1 Jul 21 2.25%
Clinical	1	In charge of nursing home (less than 100 beds)	\$27.0800	per shift	\$27.8247	\$28.4508
	2	In charge of nursing home (100 to 150 beds)	\$43.6300	per shift	\$44.8298	\$45.8385
	3	In charge of nursing home (151 to 250 beds*)	NA	per shift	\$50.0000	\$51.1250
	4	On Call Allowance - Weekday	\$24.1400	per 24 hours	\$24.8039	\$25.3619
	5	On Call Allowance - Saturday	\$33.8500	per 24 hours	\$34.7809	\$35.5634
	6	On Call Allowance – Sunday and Public Holiday	\$39.5000	per 24 hours	\$40.5863	\$41.4994
	7	On call during meal break -	\$13.0800	per occasion	refer 21.5(c)	refer 21.5(c)
	8	Shoes	\$2.4700	per week	\$2.5379	\$2.5950
	9	Stockings	\$4.1200	per week	\$4.2333	\$4.3285
	10	Socks	\$0.8100	per week	\$0.8323	\$0.8510
	11	Laundry Allowance	\$1.3200	per shift	\$1.3563	\$1.3868
	12	Meal Allowance	\$13.2000	per meal	\$13.5630	\$13.8682
	13	Meal Allowance Overtime After 1 hour After every 4 hours	NA	per meal	\$13.5630	\$13.8682
				per meal	\$12.2067	\$12.4814
	14	Continuing Education Credential	\$0.8600	per hour	\$0.8837	\$0.9035
	15	Continuing Education Advanced Credential	\$1.0400	per hour	\$1.0686	\$1.0926
16	Use of own vehicle	\$0.7500	per kilometre	\$0.80	\$0.82	
Non-Clinical	17	Broken Shift – refer clause 15.4(f)	\$10.4400	per shift	\$10.7271	\$10.9685
	18	Use of own vehicle	\$0.7500	per kilometre	\$0.80	\$0.82
	19	Special Type Shoe Allowance	\$2.2600	per week	\$2.5379	\$2.5950
	20	Laundry Allowance	\$1.2100	per shift	\$1.3563	\$1.3868
	21	On Call Allowance - Weekday	\$24.1400	per 24 hours	\$24.8039	\$25.3619
	22	On Call Allowance - Saturday	\$33.8500	per 24 hours	\$34.7809	\$35.5634
	23	On Call Allowance – Sunday and Public Holiday	\$39.5000	per 24 hours	\$40.5863	\$41.4994

Non-Clinical	24	On call during meal break	\$13.0800	per occasion	\$13.4397 or refer 21.5(b)	\$13.7421 or refer 21.5(b)
	25	Meal Allowance	\$13.2000	per meal	\$13.5630	\$13.8682
	26	Meal Allowance Overtime After 1 hour	NA	per meal	\$13.5630	\$13.8682
		After every 4 hours		per meal	\$12.2067	\$12.4814
27	Medication Allowance	\$3.51	per shift	Refer clause 21.9	Refer clause 21.9	

* *New classification*

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2021/129

Applicant:

St Vincent's Care Services Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Allanna Kelsall, Executive General Manager, People and Culture for St Vincent's Care Services Ltd give the following undertakings with respect to the St Vincent's Care Services NSW Enterprise Agreement 2020 – 2022 ("the Agreement"):

1. I have the authority given to me by St Vincent's Care Services Ltd to provide this undertaking in relation to the application before the Fair Work Commission.

2. **Clause 19.1** – insert in table:

Night shift commencing at 4.00pm and before 4.00am for Care Service Employees and Clerical & Administrative Employees.	15%
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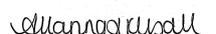
3. **Schedule B, Table 2 Care Service Employee – Support/Maintenance Grade 2 Level II** – replace row as follows:

Care Service Employee – Support / Maintenance Food Services Cleaning / Laundry Services Maintenance Services Driving	Grade 2 - Level II	\$23.4600	\$24.8400	\$25.3989
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Schedule B, Table 2 Care Service Employee – Care – replace row as follows:

Care Service Employee – Care	Grade 2 - Level II	\$23.5300	\$24.8400	\$25.3989
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4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

27 April 2021

Date