



fresh hope
care

Residential Care Enterprise Agreement 2021

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Fresh Hope Care Residential Care Enterprise Agreement 2021

A. GENERAL

A1. TITLE

This Agreement is called the *Fresh Hope Care Residential Care Enterprise Agreement 2021* (“Agreement”).”

A2. COVERAGE

The Agreement shall cover:

- a. Churches of Christ Community Care (ABN: 41 041 851 866) trading as “Fresh Hope Care” (Employer);
- b. Employees employed by Fresh Hope Care in classifications set out at [Clause E2](#) of the Agreement working in the Employer’s residential aged care facilities in the State of New South Wales; and
- c. In accordance with section 183 of the *Fair Work Act 2009* (Cth),
 - (1) the New South Wales Nurses and Midwives’ Association and the Australian Nursing and Midwifery Federation NSW Branch; and
 - (2) the HSU New South Wales Branch;

A3. DATE AND PERIOD OF OPERATION

This agreement will commence operation from the seventh day after it is approved by Fair Work Commission and will remain in force until 30 October 2023 and thereafter in accordance with the Fair Work Act 2009.

The parties agree that negotiations will commence no later than six (6) months prior to the nominal expiry date of the Agreement.

A4. SCOPE

- a. The Agreement contains the terms and conditions of employment for employees covered by the Agreement and will apply to all employees employed by Fresh Hope Care pursuant to the classifications listed at [Clause E2](#).

A5. AGREEMENT FLEXIBILITY

- a. Fresh Hope Care and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
 1. The arrangement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances, including the inclusion in ordinary pay;

- (v) leaving loading, including the inclusion in ordinary pay; and
 2. the arrangement meets the genuine needs of Fresh Hope Care and the employee in relation to one (1) or more of the matters mentioned in paragraph (a); and
 3. the arrangement is genuinely agreed to by Fresh Hope Care and the employee without coercion or duress.
- b. Fresh Hope Care must ensure that the terms of the individual flexibility arrangement:
1. are about permitted matters under section 172 of the Fair Work Act 2009; and
 2. are not unlawful terms under section 194 of the Fair Work Act 2009; and
 3. result in the employee being better off overall than the employee would be if no arrangement was made.
- c. Fresh Hope Care managers seeking to enter into an agreement with an individual employee must provide a written proposal to the employee.
- d. Fresh Hope Care must ensure that the individual flexibility arrangement:
1. is in writing; and
 2. includes the name of Fresh Hope Care and the employee; and
 3. is signed by Fresh Hope Care and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 4. includes details of:
 - (i) the terms of the 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
 5. states the day on which the arrangement commences.
- e. Fresh Hope Care must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- f. Except as provided in subclause d.3. above, the agreement must not require the approval or consent of a person other than Fresh Hope Care and the individual employee.
- g. Fresh Hope Care or employee may terminate the individual flexibility arrangement:
1. by giving no more than 28 days written notice to the other party to the arrangement;
or
 2. at any time, if Fresh Hope Care and employee agree in writing.

A6. NATIONAL EMPLOYMENT STANDARDS

- a. The National Employment Standards (NES), as it may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.

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

A7. AVAILABILITY OF AGREEMENT

- a. Fresh Hope Care will ensure that copies of this Agreement and the NES are available to all employees via the intranet.

A8. WORKLOAD MANAGEMENT

- a. Balanced Workload

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

- b. Workload and Change

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

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

If a group or individual on a floor or unit identifies workload issues relating to staff shortages, increased resident demands or for any other reason, they should in the first instance, discuss the issue with the coordinator or supervisor of that work unit and where appropriate, explore solutions.

Where an individual has identified a workload issue, then they should identify any tasks they are not able to safely complete during the course of the shift and advise the coordinator or supervisor of these tasks.

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

- i. whether there is agreement between the individual and the coordinator or supervisor that the problems exist, and
- ii. any suggestions that could be taken to rectify the situation.

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

Workload management will be an agenda item at staff meetings on at least a monthly basis. As part of the discussions management will seek feedback from employees present about the adequacy of the staff levels in ensuring care standards are maintained. If the issue

remains unresolved, the parties may escalate the issue via the provisions of the Grievance and Dispute Resolution procedure at A10.

A9. INTRODUCTION TO CHANGE

- a. This term applies if Fresh Hope Care:
 - i. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - ii. proposes to introduce a change to the regular roster or ordinary hours of work of employees.

Major change

- b. For a major change referred to in paragraph a.i.:
 - i. the employer must notify the relevant employees and the unions of the decision to introduce the major change; and
 - ii. subclauses c. to i. apply.
- c. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- d. If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;
the employer must recognise the representative.
- e. As soon as practicable after making its decision, the employer must:
 - i. discuss with the relevant employees:
 - 1. the introduction of the change; and
 - 2. the effect the change is likely to have on the employees; and
 - 3. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - ii. for the purposes of the discussion—provide, in writing, to the relevant employees:
 - 1. all relevant information about the change including the nature of the change proposed; and
 - 2. information about the expected effects of the change on the employees; and
 - 3. any other matters likely to affect the employees.
- f. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- g. The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- h. If a term in this Agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph b.i. and subclauses c and e are taken not to apply.
- i. In this term, a major change is **likely to have a significant effect on employees** if it results in:
 - i. the termination of the employment of employees; or

- ii. major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
- iii. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- iv. the alteration of hours of work; or
- v. the need to retrain employees; or
- vi. the need to relocate employees to another workplace; or
- vii. the restructuring of jobs.

Change to regular roster or ordinary hours of work

- j. For a change referred to in paragraph a.ii.:
 - i. the employer must notify the relevant employees of the proposed change; and
 - ii. subclauses k. to o. apply.
- k. The relevant employees may appoint a representative for the purposes of the procedures in this term.
- l. If:
 - i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the employer of the identity of the representative;
 the employer must recognise the representative.
- m. As soon as practicable after proposing to introduce the change, the employer must:
 - i. discuss with the relevant employees the introduction of the change; and
 - ii. for the purposes of the discussion—provide to the relevant employees:
 - 1. all relevant information about the change, including the nature of the change; and
 - 2. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - 3. information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - iii. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- n. However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- o. The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- p. In this term:

relevant employees means the employees who may be affected by a change referred to in subclause a.

A10. GRIEVANCE AND DISPUTE RESOLUTION

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

- b. An employee may appoint another person, organisation or association to accompany and / or represent them.
- c. Reasonable time limits must be allowed for discussion at each level of authority.
- d. At any stage of the process the employee(s) may elect to be represented by the appropriate union or a union workplace representative.
- e. If a dispute in relation to a matter arising under the agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to Fair Work Commission for resolution. The parties agree that Fair Work Commission shall have the power to do all such things as are necessary for the just resolution of the dispute including: mediation, conciliation and arbitration.
- f. While the dispute resolution procedure is being conducted, work must continue according to the custom and practice prior to the dispute arising, subject to applicable Work Health and Safety (WHS) legislation, an employee must not unreasonably fail to comply with a direction by Fresh Hope Care to perform work that is safe and appropriate for the employee to perform.

A11. UNION REPRESENTATION RIGHTS

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

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

- b. Recognised workplace representatives will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a recognised workplace representative including consulting with workplace colleagues and their union.
- c. Fresh Hope Care will allow the recognised workplace representatives to access up to 5 days paid representative leave per facility per year to attend accredited union training. In addition, recognised workplace representatives may access accrued annual leave or a reasonable amount of leave without pay for such purposes. Leave will be granted subject to operational requirements of the Employer.

B. DEFINITIONS

B1. DEFINITIONS

For the purposes of this Agreement:

Act means the *Fair Work Act 2009* (as amended and applies from time to time) and includes the Regulations.

Day worker means an Employee who works their ordinary hours between 6.00am and 6.00pm Monday to Friday.

Employee means an employee employed by Fresh Hope Care and covered by this Agreement.

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

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

Ordinary pay rate includes base pay and over award payments for ordinary hours of work; and leading hand allowance. It does not include shift or weekend penalties.

Shift worker, for the purposes of one week of additional annual leave under the National Employment Standards, means:

- a. For aged care employees, an employee who:
 - (i) regularly rostered to work their ordinary hours outside Monday to Friday, 6am to 6pm; and/or
 - (ii) works for more than four ordinary hours on 10 or more weekends.
- b. For nurses, an employee who:
 - (i) is regularly rostered over seven days of the week; and
 - (ii) regularly works on weekends.

C. EMPLOYMENT RELATIONSHIP

C1. ENGAGEMENT

- a. Fresh Hope Care will at the time of appointment confirm to each new employee the terms of their engagement.

C2. NATIONAL CRIMINAL HISTORY RECORD CHECKS

- a. Where an employee is required by Fresh Hope Care to undergo regular National Criminal History Record Checks (**NCHR Checks**) during the course of their employment, Fresh Hope Care will pay for such NCHR Checks.
- b. Where an employee requests a copy of their current NCHR Checks, the Employer will provide the employee with a copy of the document.

C3. EMPLOYMENT CATEGORIES

- a. A **Full-Time Employee** is employed to work either a full-time week of 38 hours or an average of 76 hours per fortnight.
- b. A **Part-Time Employee** is employed to work a regular number of hours of less than 76 hours per fortnight.

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

Aged Care Employees only

- i. Before commencing employment, Fresh Hope Care and employee will agree in writing on:
 1. the span of hours that the employee may be rostered within a fortnight. This span of hours shall include which shifts the employee may be rostered to work; and
 2. the days of the week the employee may be rostered to work within a fortnight; and
 3. the agreed minimum number of contracted hours to be worked per fortnight.
- ii. In accordance with the overtime provisions prescribed at F9 of the Agreement, a part time aged care employee may agree to work in excess of their rostered ordinary hours at the ordinary pay rate, provided that all time worked by a part-time employee which exceeds 10 hours per day, or 76 hours per fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturday or Sunday when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- iii. No part-time employee shall be directed to work in excess of their rostered ordinary hours at the ordinary pay rate. If a part time employee is required to work in excess of their rostered ordinary hours they will be paid the appropriate overtime rate for the additional hours / shift.

- c. A **Maximum Term Employee** is employed for a maximum term to undertake a task or project on either a full-time or part-time basis for a period of one month or more. A maximum term employee is entitled to the same terms and conditions as full time or part time employees including salary packaging (refer to [Clause H3](#)).

Fresh Hope Care may employ Maximum Term Employees where such employment is necessary to meet the genuine operational requirements of Fresh Hope Care, including:

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

Maximum term employees are employed in accordance with a maximum term contract for a specified period of time, task, project, or season without an expectation of ongoing work after the specified end date, completion of the task or project. Maximum term contract employees will only be used for genuine maximum term arrangements and it is not intended that they will be used to undermine the job security of permanent employees.

Where the Maximum Term position becomes a permanent position and becomes available within the organisation the Maximum Term employee may be offered the position upon application.

- d. A **Casual Employee** is a person meeting the definition in section 15A of the FW Act and:
- is hired by the hour;
 - will be paid for actual time worked;
 - is not entitled to payment for public holidays not worked, nor payment for paid leave of any type (other than long service leave), nor leave loading and severance payments;
 - is not covered by [Clause F14](#) - Rosters;
 - will be entitled to unpaid parental leave if they are a “regular casual employee”; and
 - can be terminated by notice to the end of the current shift worked.

C4. REVIEW OF HOURS FOR PART-TIME AND CASUAL EMPLOYEES

- a. The adjustment outlined in either b. or c. below can occur if Fresh Hope Care accepts that the adjustment is appropriate based upon:
- the operational requirements of Fresh Hope Care;
 - the pattern of hours;
 - whether the increase in hours is as the direct result of other employees being absent on leave;
 - whether the increase in hours is due to a temporary increase in hours, for example because of the specific needs of a consumer or service.

- b. A Part-Time Employee may request Fresh Hope Care to review their hours of work once each 6 months. Where the employee is regularly working more than their specified contract hours at the request of Fresh Hope Care they may request an adjustment of the contract hours.

The need to review the minimum hours can be initiated by the employee in writing, based on the employee's period of employment and the requirements of the employee and Fresh Hope Care to have the contracted hours reviewed.

- c. A casual employee who has worked on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment:
- on a full-time basis where the employee has worked on a full-time basis throughout the period of casual employment; or
 - on a part-time basis where the employee has worked on a part-time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between Fresh Hope Care and the employee.
- d. Fresh Hope Care may consent to or refuse the request in b. or c. above, but must not unreasonably withhold agreement.

D. FLEXIBLE WORK ARRANGEMENTS

D1. INTRODUCTION

- a. Fresh Hope Care is committed to being a responsive, flexible organisation providing excellent care to its residents, patients, and consumers. Support will be given to employees in balancing their work and life commitments as far as practicable, taking into consideration the employee's personal situation and the operational needs of Fresh Hope Care. It is recognised that balancing these needs will create a more effective, productive and harmonious workplace.
- b. Work Life Balance initiatives include:
- Part-time work;
 - Career breaks;
 - Job-share;
 - Paid parental and adoption leave;
 - Flexible return to work options; and
 - Transition to retirement for mature-aged employees.

D2. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

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

- a. In the following are the circumstances:
- the employee is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - the employee is a carer (within the meaning of the Carer Recognition Act 2010);
 - the employee has a disability;
 - the employee is 55 or older;
 - the employee is experiencing violence from a member of the employee's family;
 - 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.
- b. The employee is not entitled to make the request unless:
- for an employee other than a casual employee—the employee has completed at least 12 months of continuous service with Fresh Hope Care immediately before making the request; or
 - for a casual employee—the employee:
 - (i) is a long term casual employee of Fresh Hope Care immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by Fresh Hope Care on a regular and systematic basis.

- c. The request must:
- be in writing; and
 - set out details of the change sought and of the reasons for the change.
- d. Fresh Hope Care must give the employee a written response to the request within 21 days, stating whether Fresh Hope Care grants or refuses the request.

D3. FLEXIBLE WORK PATTERNS

- a. At the written request of an employee, Fresh Hope Care may agree to temporarily change the pattern of working hours of the employee on the following terms:
- Fresh Hope Care cannot be compelled to agree to such request;
 - The arrangement must not change or affect any other employee's number or pattern of working hours unless by mutual agreement between the employees concerned; and
 - For operational reasons, Fresh Hope Care may require the employee to revert to the original work pattern.

D4. FLEXIBLE WORK PRACTICES

- a. To support the need for flexibility for employees in their working arrangements, employees may be engaged for duties in two or more different locations or service units of Fresh Hope Care. The arrangement may be at the request of the employee and would be subject to the following conditions:
- the arrangement must be in writing and agreed to by the employee and Fresh Hope Care, either in the initial engagement letter or a letter to amend conditions of employment;
 - the employee must advise Fresh Hope Care if their hours of work under both engagements exceed 76 hours per fortnight in total; and
 - the arrangement must take into account clauses relating to Minimum Breaks Between Shifts ([Clause F4](#)), Maximum Ordinary Hours of Work ([Clause F1](#)) and Breaks ([Clause F5](#)).

E. EMPLOYMENT CLASSIFICATIONS

E1. RECOGNITION OF SERVICE AND EXPERIENCE

- a. Fresh Hope Care will recognise service and experience that is of a similar nature with another Fresh Hope Care to the employee's current employment with Fresh Hope Care for the purposes of classifying employees in Employment Classifications where there are progression criteria.
- b. Fresh Hope Care will recognise the prior service and experience, and/or the concurrent service of an employee with other employers, upon production of documentary evidence. This evidence, in the absence of any other documentary evidence, may take the form of a statutory declaration.

The employee's new classification will apply from the date the evidence is received by Fresh Hope Care.

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

- c. A Registered Nurse or Enrolled Nurse who has been registered or enrolled outside of New South Wales will be paid as a Registered Nurse or Enrolled Nurse as from the date the employee notifies Fresh Hope Care in writing that the employee is eligible for registration or enrolment as a Registered Nurse or Enrolled Nurse. An employee seeking recognition of training outside New South Wales must make application for registration within seven days after being notified that the employee is eligible for registration.
- d. Subject to e., for the purpose of yearly progression based on service and experience an employee must complete 1976 hours of work less any Annual Leave taken during the year.
- e. A part time or casual employee will progress to the next pay point on the completion of 1,786 hours of work.

E2. CLASSIFICATIONS DESCRIPTORS

1. GENERAL EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Residential Care Service Employee		
Care Service Employee	Grade 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 2	Support Stream Maintenance Stream
Care Service Employee (Care)	Grade 2	Care Stream (Without Certificate III and / or equivalent Experience) Care Stream (With Certificate III or Equivalent Experience)
Care Service Employee	Grade 3	Care Stream Support Stream Maintenance Stream

Care Service Employee	Grade 4, Level 1	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 4, Level 2	Care Stream Support Stream Maintenance Stream
Care Service Employee	Grade 5	

Other designations		
Catering Officer		
Diversional Therapist	Level 1	
Diversional Therapist	Level 2	
Property Supervisor	Tradesperson	
Property Supervisor	Otherwise	
Facility Manager		

Clerical & Administration	
Clerical & Administration Employee	Grade 1
Clerical & Administration Employee	Grade 2
Clerical & Administration Employee	Grade 3
Clerical & Administration Employee	Grade 4
Clerical & Administration Employee	Grade 5

Nursing
Assistant in Nursing
Assistant in Nursing Team Leader
Clinical Nurse Consultant
Clinical Nurse Educator
Clinical Nurse Specialist
Assistant to Director of Nursing
Deputy Director of Nursing
Director of Nursing
Enrolled Nurse
Enrolled Nurse (without medication qualification)
Nurse Educator
Nurse Practitioner
Nursing Unit Manager
Registered Nurse
Senior Nurse Educator
Trainee Enrolled Nurse

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

CARE SERVICE EMPLOYEES

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 Fresh Hope Care, which enables the employee to work effectively at this level. An employee who works under limited supervision individually or in a team environment. Employees at this level work within established guidelines including compliance with documentation requirements as determined by Fresh Hope Care. In some situations detailed instructions may be necessary.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Under limited supervision, provide assistance to residents in carrying out simple personal care tasks which shall include but not be limited to: supervising daily hygiene e.g. assisting with showers or baths, shaving, cutting nails; laying out clothes and assisting in dressing; making beds and tidying rooms; storing clothes and cleaning wardrobes; assisting with meals. Under direct supervision, providing assistance to a higher grade Care Service Employee in attending to the personal care needs of a resident.	Performance under limited supervision of the full range of Domestic duties including but not limited to: general cleaning of accommodation, food service areas and general areas; general waiting, table service and clearing duties; assistance in the preparation of food, including the cooking and/or preparation of light refreshments; all laundry duties.	Performance under limited supervision of labouring duties associated with gardening and general maintenance activities, including but not limited to: sweeping; hosing; garbage collection and disposal; keeping the outside of buildings clean and tidy; mowing lawns and assisting the gardener in labouring.

Care Service Employee Grade 2 means an Employee with relevant experience acceptable to Fresh Hope Care who works individually or in a team environment and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by Fresh Hope Care.

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

Typical Duties

Support Stream	Maintenance Stream
Assist a higher grade worker in the planning, cooking and preparation of the full range of meals. Drive a Sedan or Utility.	Undertake basic repairs to buildings, equipment, appliances, and similar items not calling for trades skills or knowledge. Work with and undertake limited coordination of the work of other maintenance workers. Where no tradesperson is employed, an employee at this level may be called upon to perform tasks falling within the scope of trade 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.

Care Service Employee Grade 2 (Care) means an employee who holds or is working towards either a Certificate Level III in Aged Care Work or other appropriate Qualifications/Experience acceptable to Fresh Hope Care and who works individually or in a team environment, and is responsible for the quality of their own work, subject to general supervision, including compliance with documentation requirements as determined by Fresh Hope Care. Where an employee does not hold the Certificate III, the employee must have 2 years of experience in personal care functions to advance to the CSE2 Care Thereafter (without Cert III) level.

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

Typical Duties

Care Stream
Provide a wide range of personal care services to residents, under limited supervision, in accordance with Commonwealth and State Legislative requirements, and in accordance with the resident's Care Plan, including: assist and support residents with medication utilising medication compliance aids; simple wound dressing; Implementation of continence programs as identified in the Care Plan; attend to routine urinalysis, blood pressure, temperature and pulse checks; blood sugar level checks, etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both Hyper and Hypo-Glycaemia. recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and the policies and procedures of the organisation; assist in the development and implementation of resident care plans; assist in the development and implementation of programs of activities for residents, under the supervision of a Care Service Employee Grade 3 or above, or a Diversional Therapist.

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

- (a) is designated by Fresh Hope Care 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 Fresh Hope Care as having overall responsibility for a particular function within the residential aged care facility.

Employees at this level may be required to plan, direct, and train staff and comply with documentation requirements as determined by Fresh Hope Care and assist in the development of budgets.

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

Typical Duties

Care Stream	Support Stream	Maintenance Stream
Coordinate and direct the work of staff. Schedule work programs on a routine and regular basis. Develop and implement programs of activities for residents. Develop resident care plans. Provide assistance to physiotherapists and other health professionals as required	Responsible for the planning, ordering and preparing of all meals. Responsible for the provision of domestic services. Schedule work programs on a routine and regular basis. Coordinate and direct the work of staff. Drive a Minibus or Larger Vehicle.	Carry out maintenance, repairs, gardening and other tasks falling within the scope of trade skills. Undertake the more complicated repairs to equipment and appliances calling for trade skills. Coordinate and direct the work of staff performing gardening duties. Schedule work programs on a routine and regular basis.

Care Service Employee Grade 4 means:

- (a) **Level One:** An employee who holds a Certificate IV in Aged Care Work (CHC40102) or other appropriate qualifications/experience acceptable to Fresh Hope Care is required to act on them and:
 - is designated by Fresh Hope Care 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 Fresh Hope Care.

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

Typical Duties – Grade 4 - Level 1

Care Stream	Support Stream	Maintenance Stream
Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of staff. Schedule work programs and provide substantial and regular higher level assistance to physiotherapists	Coordinate and direct the work of staff involved with the preparation and delivery of food. Schedule work programs.	Coordinate and direct the work of staff performing gardening duties. Schedule gardening work programs. Where required, supervise contractors associated with gardening.

(b) **Level Two:** In addition to the performance of duties as a CSE 4 Level 1:

- an employee who is required to deliver medication to residents in residential aged care facilities; and

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

- a Certificate III in Aged Care Work (CHC30208); and
- a Certificate IV in Aged Care Work (CHC40108); and
- medication module – “Assist Clients with Medication” (CHCCS305B); or
- Hold other appropriate qualifications acceptable to Fresh Hope Care.

Care Service Employee Grade 5

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

2. OTHER DESIGNATIONS

“**Diversional Therapist**” means an employee who provides, facilitates and co-ordinates group and individual leisure and recreational activities. For the purposes of this Agreement a diversional therapist is an employee who holds an approved qualification including an Associate Diploma in Diversional Therapy, Diploma in Leisure and Health or Diploma of Applied Science (Diversional Therapy), or who has such other qualifications deemed to be equivalent but does not include persons who hold a Bachelor qualification or equivalent.

Level 1 - Positions at this level are regarded as entry level for new graduates who meet the requirement to practise as a Diversional Therapist (where appropriate in accordance with the professional association’s rules and be eligible for membership of the professional association) or such qualification as deemed acceptable by Fresh Hope Care in accordance with the definition set out above. Progression within this level will be based upon years of experience as defined in [subclause E.1 \(d\)](#).

Level 2 – Positions at this level work independently and be required to exercise independent judgment on a range of resident/consumer lifestyle matters within their scope of practice including the supervision of Recreation Activity Officers. At this level the employee may be actively involved in quality improvement activities or research, contribute to the evaluation and analysis of guidelines, policies and procedures in resident/consumer lifestyle matters calling on guidance from more senior members of the profession when performing novel, complex, or critical tasks. Employees at this level must have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services plus contribute to the supervision of trainee Diversional Therapists. Progression in this level will be based upon years of experience as defined in [subclause E.1 \(d\)](#).

“Property Services Site 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.

“Property Services Site Supervisor (Otherwise)” means an employee who is required to perform maintenance duties as required and who may be required to supervise other maintenance staff and has overall responsibility for maintenance.

4. CLERICAL & ADMINISTRATION EMPLOYEES

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

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

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

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

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

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

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

Grade 1 - Team: Complete allocated tasks.

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

(d) A **Clerical & Administrative Employee Grade 2** position is described as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) The employee may be required to work without supervision, with general guidance on progress and outcomes sought. Responsibility for the organisation of the work of others may be involved.

(ii) An employee at this grade applies knowledge with depth in some areas and a broad range of skills. There is a wide range of tasks, and the range and choice of actions required will usually be complex.

(iii) An employee at this grade applies competencies usually applied within routines, methods and procedures where discretion and judgement is required, for both self and others.

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

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

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

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

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

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

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

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

- (g) A **Clerical & Administrative Employee Grade 5** position is described as follows:
- (i) The employee may be supervised by professional staff and may be responsible for the planning and management of the work of others.
 - (ii) An employee at this grade applies knowledge with substantial depth in some areas, and a range of skills, which may be varied or highly specific. The employee may receive assistance with specific problems.
 - (iii) An employee at this grade applies knowledge and skills independently and non-routinely. Judgement and initiative are required.

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

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

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

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

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

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

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

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

5. NURSES' EMPLOYMENT CLASSIFICATIONS

The following employment classifications and definitions apply to this Agreement:

Assistant in Nursing means an employee, other than one registered or enrolled pursuant to the Australian Health Practitioner Registration Agency (APRHA) whose substantial employment involves (i) giving assistance and care to a person who is unable to maintain their bodily needs without frequent assistance; (ii) carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of a disability is unable to carry out those

tasks for themselves; and / or (iii) assisting a Registered Nurse or an Enrolled Nurse. Assistant in Nursing at Churches of Christ in NSW (Fresh Hope Care) must have or be working towards the qualification of Certificate III in Aged Care work.

Assistant in Nursing - Team Leader means an employee by appointment who holds either a Certificate Level IV in Aged Care Work or other appropriate Qualifications/Experience acceptable to Fresh Hope Care and holds medication endorsement who is designated by Fresh Hope Care as having the responsibility for leading and/or supervising the work of other Assistants in Nursing and may assist in the administering of medication under the direction of the Registered Nurse.

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

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

Clinical Nurse Specialist means:

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

Deputy Director of Nursing means a Registered Nurse appointed to assist the Director of Nursing in the management of a Nursing Home and take a shared responsibility for the clinical care of residents when Fresh Hope Care deems that position is required.

Director of Nursing means a Registered Nurse who is appointed in accordance with the requirements of the Public Health Act 2010 as being responsible for care of the residents of the facility or nursing home and is responsible for the total number of beds of each facility or nursing home under their care. The Director of Nursing must hold minimum necessary qualifications as required by Regulations to the Public Health Act 2010.

Enrolled Nurse (EN) means a nurse enrolled with the Board who is authorised to administer medications. Upon being authorised to administer medications by the Board, an employee shall be classified as an EN.

- Where an employee was previously classified as an EN (without medication qualification) - Thereafter the employee will be paid as an Enrolled Nurse (EN) level (b).

- Where an employee was not previously classified as an EN (without medication qualification) - Thereafter the employee shall be paid at level (a).
- An employee classified at level (a) who is not required to deliver medication shall be entitled to progress to level (b) after one year's service.
- Once an EN has worked 1,000 hours in a role where they are required to deliver medication, the employee will be classified and paid at the EN Year 1 rate and thereafter be entitled to progress to the second and third years of that salary scale.
- An EN may be required to lead and/or supervise the work of others.

Enrolled Nurse (without medication qualification) means a nurse enrolled with the Board who has the following notation on their licence: "Does not hold Board-approved qualifications in medicines administration" attached to their enrolment.

Nurse includes Registered Nurses, Enrolled Nurses, Enrolled Nurses (without medication qualification) and Assistants in Nursing.

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

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

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

Nurse Practitioner means a Registered Nurse appointed as such and who is authorised by the Board, pursuant to the Health Practitioner Regulation National Law (NSW) No 86a to practice as a Nurse Practitioner.

Nursing Unit Manager means a Registered Nurse appointed to assist the Director of Nursing in the management of a Nursing Home and responsibilities include:

Level 1-

- (i) Co-ordination of Resident Services- liaison with all health care disciplines for the provision of service to meet patient needs; the orchestration of services to meet patient needs after discharge; monitoring catering and transport services.
- (ii) Unit Management- implementation of Fresh Hope Care policy; dissemination of information to all personnel; ensuring environmental safety; monitoring the use and

maintenance of equipment; monitoring the supply and use of stock and supplies; monitoring cleaning services.

(iii) Nursing Staff Management- direction, co-ordination and supervision of nursing activities; training, appraisal and counselling of nursing employees; rostering and/or allocating of nursing employees; development and/or implementation of new nursing practice according to patient need.

Level 2-

Responsibilities in relation to resident services, unit management and employee management are in excess of those of a Nursing Unit Manager Level 1.

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

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

F. HOURS OF WORK

F1. ORDINARY HOURS OF WORK

- a. The ordinary hours of work for Day Workers must not be worked over more than:
 - 76 hours per fortnight on more than 10 days; or
 - 152 hours per four weeks on more than 28 calendar days;
 - and are to be worked between 6.00am to 6.00pm Monday to Friday.
- b. The ordinary hours of work for Shift Workers in each roster cycle must not exceed:
 - 76 hours per fortnight; or
 - 152 hours per four weeks.
- c. The ordinary hours of work for each shift will consist of no more than 10 hours.

F2. ARRANGEMENT OF HOURS

- a. Employees are entitled to be free from duty on four full days in each fortnight or two full days in each week and these are referred to as Rostered Days Off. The two full days per week will be consecutive, unless otherwise agreed.
 - i. Notwithstanding Clause F2a, part time and casual employees may request and Fresh Hope Care may agree that the employee will be free from duty on three full days in each fortnight
- b. Employees must not work more than seven consecutive days, unless mutually agreed otherwise with Fresh Hope Care.
- c. At the request of an employee, Fresh Hope Care and the employee may agree to alter the arrangement of hours.

F3. MINIMUM HOURS

The following minimum hours will apply to an employee, except with respect to: [Clause F13](#) Attendance at Meetings; and [Clause J1](#) Training.

- a. Full-Time Employees will receive a minimum payment of four hours at the employee's ordinary pay rate for each start in respect of ordinary hours of work.
- b. Residential Care
 - i) Part-Time will receive a minimum payment of three hours at the employee's ordinary pay rate for each start in respect of ordinary hours of work.
 - ii) Casual employees will receive a minimum payment of two hours for each start.
- c. Fresh Hope Care 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.

F4. MINIMUM BREAKS BETWEEN SHIFTS

- a. Unless otherwise agreed, employees must receive a minimum break of eight hours between ordinary shifts, or ten hours between broken shifts, rostered on successive days.
- b. Where an employee, other than a casual employee, works so much overtime between the termination of their ordinary shift on any day and the commencement of their ordinary shift on the next day, such that they have not had at least 10 consecutive hours off duty between those times, the employee will be released after the completion of such overtime until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence. If on the instructions of Fresh Hope Care, the employee resumes or continues work without having had 10 consecutive hours off duty, the employee will be paid at the rate of double time as set out in Clause H until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such an absence.

F5. BREAKS

- a. Employees are entitled to a paid rest break and unpaid meal break each working day as follows:

Hours Worked	Paid Rest Break	Unpaid Meal Break
Work 4 hours but less than 6 hours	One 10 minute rest break	No meal break
Work 6 hours or more but less than 7.6 hours	Remains at one 10 minute rest break	One meal break between 30 and 60 minutes.
Work 7.6 hours or more but less than 10 hours	Two 10 minute rest breaks or one 20 minute rest break, if agreed by Fresh Hope Care.	Remains at one meal break of 30 to 60 minutes.
Work 10 hours	Two 10 minute rest breaks or one 20 minute rest break, if agreed by Fresh Hope Care.	Two meal breaks each of 30 minutes or one 60 min if agreed by Fresh Hope Care

- b. Rest breaks will count as working time.
- c. Meal breaks will not count as time worked.
- d. Employees must not be required to work more than six (6) hours continuously before taking the meal break. The time of taking the meal break may be varied by mutual agreement between Fresh Hope Care and employee.
- e. Where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for such meal break.

- f. Fresh Hope Care will provide the employee with either a meal or a meal allowance (as set out in Items 2, 3 or 4 of [Schedule 2](#)) if the employee is required to work overtime for more than one hour and such overtime goes beyond:
 - i. 7:00am on a Night Shift (Item 2);
 - ii. 1:00pm on an Early morning shift, Morning shift or Day shift (Item 3); or
 - iii. 6:00pm on an Afternoon Shift (Item 4).

F6. ALLOCATED DAYS OFF

- a. Fresh Hope Care may provide the opportunity for Full-Time Employees to access Allocated Days Off (ADOs) by accruing:
 - i. 0.4 of an hour for every eight hours worked per day; or
 - ii. 0.5 of an hour for every ten hours worked per day.
- b. The employee will be entitled up to twelve (12) ADOs each year.
- c. The ADO will be rostered and taken within the four week period in which it accrues, subject to operational requirements of Fresh Hope Care.
- d. Where possible and by mutual agreement:
 - the ADO will be consecutive with the days not rostered for duty (but will not be rostered on public holidays);
 - the ADO must be taken as one whole day and not a part thereof, preferably one ADO per month;
 - no more than five (5) ADOs may be accumulated and may be taken in conjunction with the employee's annual leave or at another agreed time.
- e. Fresh Hope Care values its employees' work-life balance and encourages employees to use ADOs for the purposes of rest and recreational pursuits. Where five or more ADOs have been accrued by an employee Fresh Hope Care may direct the employee to take the accrued ADOs within a period of 3 months from the date of such direction. Where the employee does not take the ADOs within 3 months of such direction Fresh Hope Care may make payment to the Employee for such ADOs at the employee's ordinary rate of pay.
- f. ADOs are accrued, at the normal rate, for the following:
 - personal/carer's leave;
 - public holidays;
 - compassionate leave;
 - study leave;
 - time off in lieu taken within the employee's ordinary hours.
- g. The following types of leave or absence do not accrue ADOs:
 - ADO
 - annual leave (the base four (4) weeks);

- long service leave;
 - paid and unpaid parental leave;
 - leave without pay;
 - workers compensation.
- h. Notwithstanding the above provisions, by agreement with Fresh Hope Care, an employee may cash out any accumulated ADO's at the ordinary rate of pay.

F7. BROKEN SHIFTS

- a. A "broken shift" means a single shift worked by an employee that includes one or more breaks in excess of that provided for meal breaks.
- b. The time between the commencement and termination of the broken shift must not exceed 12 hours.
- c. For broken shifts worked, employees will be paid the allowance set out in [Schedule 2](#) (item 1) Shift and Weekend Allowances (determined by the commencement time) in accordance with [Clause F11](#).
- d. If the time between the commencement and termination of the broken shift is more than 12 hours, the employee will be paid double time for the hours worked after the first 12 hours.
- e. Employees may by mutual agreement, agree to work broken shifts at any time.
- f. Each portion of the broken shift must meet the minimum engagement.

F8. REASONABLE ADDITIONAL HOURS

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):

1. any risk to employee health and safety from working the additional hours;
2. the employee's personal circumstances, including family responsibilities;
3. the needs of the workplace or enterprise in which the employee is employed;
4. 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;
5. any notice given by Fresh Hope Care of any request or requirement to work the additional hours;
6. any notice given by the employee of his or her intention to refuse to work the additional hours;
7. the usual patterns of work in the industry, or the part of an industry, in which the employee works;
8. the nature of the employee's role, and the employee's level of responsibility; and

9. any other relevant matter.

F9. OVERTIME

- a. All overtime (including time in lieu of overtime) must be agreed to by Fresh Hope Care prior to such overtime being worked.
- b. Overtime is paid in the following circumstances:
 1. Where a full time employee works in excess of their ordinary hours;
 2. Where a part time employee:
 - i. works in excess of 10 hours per shift;
 - ii. works in excess of 76 hours per fortnight, where employed by the fortnight;
 - iii. works in excess of 152 hours per four weekly period, where employed on a four weekly basis;
 - iv. works on their RDO (subject to the provisions set out at Clauses [C4](#), H and [F14](#)).
 3. Where a casual employee:
 - i. works in excess of 10 hours per shift; and/or
 - ii. works in excess of 76 hours per fortnight.
- c. Overtime shall be paid at the base rate of pay in accordance with the following:
 1. Monday to Friday - Overtime shall be paid time and one half up to two (2) hours each day and thereafter double time;
 2. Saturday and Sunday - Overtime shall be paid at double time;
 3. Public Holidays - Overtime shall be paid double time and one-half;
 4. Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in [Clause F11](#) - Shift and Weekend Work.
 5. The overtime penalty rates for casual employees are (inclusive of the casual loading):
 - i. Monday to Friday – 187.5% of the hourly rate for the first two hours and 250% of the hourly rate after two hours;
 - ii. Saturday and Sunday – 250% of the hourly rate; and
 - iii. Public holidays – 312.5% of the hourly rate.
 6. Overtime penalties do not apply to Directors of Nursing; Deputy Directors of Nursing; Assistant Directors of Nursing and Supervisors (CSE 5).
- d. Where the next shift is due to commence before the employee has had their break, one of the following will apply:

1. The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
 2. If at the request of Fresh Hope Care an employee works without their break, they shall be paid until they are released from duty at overtime rates. Once released from duty such employees shall be entitled to be absent from work until they have had their break without loss of pay for working time occurring during such an absence.
- e. If an employee agrees to work without an appropriate break as set out in [Clause F4](#), they will be paid overtime rates as set out above.
- f. Employees who are recalled to work overtime after leaving their place of work must be paid:
- a minimum of four hours at the applicable overtime rate (and employees will not be required to work the full four hours if work is completed earlier, except in unforeseen circumstances); and
 - the lesser of the actual travel expenses incurred to return to work or the allowance set out in Item 5 of [Schedule 2](#) where the employee elects to use the employee's own vehicle.
- This does not apply to employees working broken shifts.
- g. For the purposes of assessing overtime:
- each day stands alone; and
 - where overtime worked is continuous and extends beyond midnight, all overtime hours will be considered as one day.
- h. Overtime will not apply in circumstances as specified in [Clause J1\(b\) \(5\)](#).

F10. TIME IN LIEU OF OVERTIME

- a. Time off in lieu of overtime (Time in Lieu) must be agreed to between Fresh Hope Care and the employee and pre-approved by Fresh Hope Care before being worked.
- b. Instead of receiving payment for authorised overtime, employees may be compensated by way of Time in Lieu on the following basis:
 - Employees cannot be compelled to take Time in Lieu and Fresh Hope Care cannot be compelled to agree to provide the employee with Time in Lieu.
 - The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made (e.g. 2 hours of overtime worked at time and a half will entitle the employee to 3 hours' time off).
 - Payment for Time in Lieu is to be paid at the ordinary pay rate plus applicable shift and weekend allowances in accordance with Clause F as if the time was worked when taking such Time in Lieu.
 - Fresh Hope Care will maintain records of all Time in Lieu owing and taken by employees.
 - Where no election is made, the employee shall be paid overtime rates in accordance with this Agreement.

- Time in Lieu must be taken within four months of it being accrued at a mutually agreed time. Where it is not possible to take Time in Lieu within the four month period or where the employee's employment is terminated for any reason, it is to be paid out in the next pay following the four months, at the overtime rate applicable to the overtime when worked.

F11. SHIFT AND WEEKEND WORK

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

Shift	Commencement Time	Allowance Payment
Early morning shift	From 4.00am and before 6.00am	10%
Day shift	From 6.00am and before 10.00am	No allowance
Morning shift	From 10.00am and before 1.00pm	10%
Afternoon shift	From 1.00pm and before 4.00pm	12.5%
Night Shift	From 4.00pm and before 4.00am	15%

- b. Casual Employees are entitled to casual loading in [Clause H1](#) and the allowances above, where applicable.
- c. Employees are entitled to the following weekend shift penalty allowances calculated on their ordinary pay rate for ordinary hours worked on a weekend:

Day	Allowance Payment
Saturday (midnight Friday to midnight Saturday)	50%
Sunday (midnight Saturday to midnight Sunday)	75%

Subject to d., weekend shift penalty allowances are paid instead of shift allowances and casual loadings, where applicable.

- d. Instead of c., a casual employee in the below stream will be paid the applicable weekend penalty rate (inclusive of the casual loading):

Stream	Saturday	Sunday
Enrolled Nurse	75%	100%
AIN	87.5%	118.75%
Aged Care Employee	75%	100%

For clarity, the above means that a casual AIN working on Sunday would receive 218.75% of the applicable ordinary pay rate in Schedule 1.

- e. Where an employee works hours which would entitle that employee to payment for more than one of the allowances payable in accordance with the overtime, public holidays, shift and penalty provisions of this Agreement, only the highest of any such allowance will be payable.

F12. PUBLIC HOLIDAYS

- a. An Employee is entitled to a day off on a public holiday, subject to subclauses (b) and (c) below.
- b. Fresh Hope Care may request an employee to work on a particular public holiday.
- c. The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether an employee has reasonable grounds for refusing a request to work on a public holiday regard must be had to the matters set out in Section 114 of the Act. This Agreement expressly contemplates that Fresh Hope Care will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of Fresh Hope Care's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- d. Public holidays shall be allowed to employees without loss of ordinary pay. If the employee does not have ordinary hours of work on the public holiday, the employee is not entitled to payment under this section. For example, the employee is not entitled to payment if the employee is a casual employee who is not rostered on for the public holiday, or is a part-time employee whose part-time hours do not include the day of the week on which the public holiday occurs.

Therefore, a part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:

- (i) In determining whether a part-time employee who works a variable roster is entitled to receive payment for a particular public holiday not worked, Fresh Hope Care will determine this by reviewing the roster pattern of the individual over the preceding three months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
 - (ii) Where an employee does not meet the eligibility criteria in subclause d. (i) above the manager will review the employee's roster pattern in the preceding 4 weeks and where possible up to the 4 weeks rostered after the public holiday. This is to determine whether the employee has worked 50% or more of the days on which a particular public holiday falls in this period and would likely have been rostered for the day had it not been a public holiday. If so, the employee is eligible to be paid the public holiday not worked.
 - (1) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the relevant period reviewed as set out above and averaging those hours in respect of those days worked by the employee.
- e. 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 a law of the State of NSW to be observed generally within the State 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
- (iii) any other day, or part-day, declared or prescribed by or under a law of the State of NSW to be observed within a region of the State, 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 that is applicable to Fresh Hope Care in accordance with the State legislation.
- (iv) If, under (or in accordance with a procedure under) a law of the State 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 (e), then the substituted day or part-day is the public holiday.

f. Additional Public Holiday

Where, in accordance with clause (e) (iii) above, less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which the facility is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year.

Fresh Hope Care and an employee may agree to substitute another day for a public holiday.

g. 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:

- (i) **Full-time Employees:** The Employee will be paid at the rate of double time and a half the ordinary rate of pay for all time worked on a public holiday. Alternatively, if the employee elects, time and a half for all time and have one ordinary working day added to be taken in conjunction with the period of annual leave.
- (ii) **Part-time Employees:** Double and a half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay. Alternatively, if the employee elects, half-time extra for all time worked in addition to the weekly rate and have the equivalent number of hours worked added to be taken in conjunction with the period of annual leave.
- (iii) **Casual Employees:**
 - a. Nursing: 250% of the ordinary pay rate for all time worked.
 - b. Non-nursing: 275% of the ordinary pay rate for all time worked.
 - c. Such payment shall be taken to be inclusive of and not in addition to the casual loading referred to in subclause [H1 \(c\)](#).

The election referred to in subclause (g) (i) and (ii) above is to be made in writing by the employee at the commencement of each year of employment and is irrevocable during that period of employment.

F13. ATTENDANCE AT MEETINGS

Wherever possible, Fresh Hope Care will hold mandatory management or staff meetings within the employee's ordinary hours. Any employee required by Fresh Hope Care to attend such meetings outside the employee's ordinary hours shall be entitled to receive their base rate of pay for the actual time spent in attendance at such meetings. Employees may take time off in lieu of receiving payment, with the agreement of Fresh Hope Care. Such time spent over and above their contracted hours shall not be viewed as overtime for the purposes of this Agreement.

F14. ROSTERS

- a. At least two weeks prior to the start of the roster period, the ordinary hours of work for Shift Workers must be:
 - displayed on a roster in a place accessible to employees; or
 - communicated to the employee in writing (including by electronic means)
- b. Fresh Hope Care is not obliged to display or communicate any roster of ordinary hours of work for Casual Employees or relieving staff.
- c. Fresh Hope Care may alter and communicate changes in the roster at any time if there is a genuine need, such as unplanned employee absences or emergencies.

Where the alteration requires a Full-Time Employee to work on a day which would have been the employee's day off, or a Part Time Employee to work on a day which would have been the employee's Rostered Day Off (subject to the arrangements where an employee may agree to alter the day(s) which constitute their RDO and work on such day(s) at the ordinary rate of pay as set out under [Clause H](#) and [Clause C4](#)), the employee may elect to:

- be paid at overtime rates; or
- take time in lieu at a time agreed between the employee and Fresh Hope Care.

G. ALLOWANCES

G1. IN-CHARGE ALLOWANCE

- a. A Registered Nurse who is designated to be in charge of the facility, unit or section during a shift will be paid the allowance set out in Items 7, 8 or 9 of [Schedule 2](#) where applicable.
- b. An employee who receives the In-Charge Allowance is not eligible for the Higher Duties Allowance.
- c. Registered Nurses holding classified positions of a higher Grade than a Registered Nurse are excluded from this clause.

G2. VEHICLE/TRAVELLING ALLOWANCE

- a. Subject to Fresh Hope Care being satisfied that the employee has incurred the expenses:
 - Where an employee is called upon and agrees to use the employee's private vehicle for work-related travel, the employee will be paid the allowance set out in Item 6 of [Schedule 2](#); or
 - Where an employee is required to use public transport for work-related travel, the employee is to be reimbursed the actual expenses reasonably incurred for such travel.

The payment will exclude travel from the employee's home to the first place of work and the employee's return to home at the end of duties.
- b. An employee sent for duty to a place other than the employee's regular place of duty must be paid for all excess travelling time at the appropriate rate of pay and reimbursed excess travelling expenses.

G3. UNIFORMS AND LAUNDRY ALLOWANCE

- a. Employees required by Fresh Hope Care to wear uniforms will be supplied with sufficient suitable and serviceable uniforms free of cost to employees. Such uniforms remain the property of Fresh Hope Care. An employee to whom a new uniform or part of a uniform has been supplied by Fresh Hope Care, who fails to return the corresponding article last supplied, will not be entitled to have such article replaced without payment for it at a reasonable price, in the absence of a satisfactory reason for the loss of such article or failure to produce such uniform or part thereof.
- b. Upon termination, an employee will return the uniform(s) supplied by Fresh Hope Care, which is still in use by the employee, immediately prior to leaving.
- c. In the circumstances where the employee is required by Fresh Hope Care to wear a uniform, in lieu of supplying a uniform in accordance with subclause G3a, Fresh Hope Care will pay the employee the weekly allowance set out at Item 10 of [Schedule 2](#) to this Agreement.
- d. If the uniform(s) of an employee are not laundered at the expense of Fresh Hope Care, the sum per week set out in Item 15 of [Schedule 2](#) to this Agreement will be paid to the said employee. Provided that the payment of such laundry allowance will not be made to any employee on absences exceeding one week.

- e. An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- f. Each employee whose duties require them to work out of doors will be supplied with over boots and sufficient raincoats will be made available for use as necessary.
- g. Each employee whose duties require them to work in a hazardous situation with or near machinery will be supplied with appropriate protective clothing and equipment.

G4. ON CALL ALLOWANCE

- a. An employee is on call if the employee agrees to make themselves ready and available to return to work at short notice while off duty.
- b. An employee on call must be paid the following allowance/s where applicable:

Allowance	Brief Description	Description	Schedule 2
On Call	24 hours or part thereof	An employee on call must be paid the allowance in Item 16 of Schedule 2 for each period of 24 hours or part thereof.	Item 16
Recalled to Duty After Shift	Reimbursement of travel expenses	Where an employee on call leaves the workplace and is recalled to duty at the workplace, the employee shall be reimbursed reasonable travel expenses incurred	N/A
	Vehicle allowance	the allowance in Item 5 of Schedule 2 where the employee elects to use the employee's own vehicle.	Item 5

c. Telephone Attendances

Where an employee is on call and undertakes work via telephone attendances in lieu of returning to the workplace, the employee shall be paid, in addition to the applicable on call allowance, as follows:

- i. For all such time undertaking work via telephone attendances the employee shall be paid at the applicable overtime rate of pay. No minimum recall payment applies in these circumstances.
- ii. 30 minutes pay at the appropriate overtime rate will be paid, in addition to the on call allowance payable in accordance with the above clause, for the first disturbance (or any subsequent telephone attendances), within a 30 minute period from the first telephone disturbance, where the on call Employee receives a telephone enquiry or enquiries but can resolve the matter(s) appropriately without the need for returning to the workplace. Provided that a single telephone attendance, in excess of 30 minutes duration, will not give rise to a minimum payment of 1 hour at the applicable overtime rate, but shall be paid for at the appropriate overtime rate for such time taken in attending to the call.

Example: Where the Employee, during the on-call period, attends to a five minute telephone enquiry at 8.00pm and a further five minute telephone enquiry at 9.00pm, the employee shall be paid one hour at the appropriate overtime rate (i.e.: two payments of 30 minutes at the appropriate overtime rate of pay)

- iii. In instances where an employee agrees to respond to a telephone attendance the normal [Clause F4](#) Minimum Breaks Between Shifts provisions do not apply where the telephone attendance overlaps the hours of 6 p.m. to 9 p.m. or 6 a.m. to 9 a.m. and the cumulative time spent on such telephone attendances is two (2) hours or less.
- d. This clause does not apply to the Employment Classifications of Director of Nursing and Deputy Director of Nursing.

G5. CONTINUING EDUCATION ALLOWANCE

a. An employee who has completed a higher education qualification that is additional to the qualification relevant for registration or enrolment, will be paid, the allowance in Items 17 - 20 of [Schedule 2](#) subject to the following:

- Allowances will be payable as follows:

Classification	Qualification	Allowance
Registered Nurse	Post-graduate certificate (not a hospital certificate)	Item 17
Registered Nurse	Post-graduate diploma or degree (not nursing undergraduate)	Item 18
Registered Nurse	Master's degree or doctorate	Item 19
Enrolled Nurse (without medication qualification) or Enrolled Nurse	Certificate IV qualification (unless this upgrades the qualification leading to enrolment)	Item 20

- Indicative fields of post graduate training include but are not limited to aged care, continence, gerontology, dementia care, community psychiatric, mental health/psychiatric nurse practice, psycho-geriatric nursing/mental health for older persons, palliative care, wound management, infection control, advanced nursing practice and rehabilitation.
- Fresh Hope Care will accept that the qualification is directly relevant to the competency and skills used by the employee in the duties of their position.
- An employee is only entitled to one allowance, being the allowance of the highest monetary value.
- An employee must provide evidence to Fresh Hope Care that they hold that qualification. Where an employee fails to provide evidence to Fresh Hope Care of the qualification, until such time as the employee provides such evidence to Fresh Hope Care, the employee shall not be entitled to payment of a qualification allowance. Payment of the qualification allowance shall be made on and from the date that evidence is provided.
- The allowance is not included in the employee's ordinary pay.
- Part-Time and Casual Employees are entitled to the allowance on a pro-rata basis.

- b. This clause applies to Enrolled Nurses and Registered Nurses, but does not apply to:
- Clinical Nurse Specialists;
 - Clinical Nurse Consultants;
 - Clinical Nurse Educators; or
 - Director of Nursing unless it can be demonstrated to the satisfaction of Fresh Hope Care that more than 50% of the employee's time is spent doing clinical work.

G6. HIGHER DUTIES ALLOWANCE

- a. Subject to subclauses (b), (c) and (d) of this clause, an employee who is called upon to relieve an employee in a higher classification or is called upon to act in a vacant position of a higher classification, shall be entitled to receive for the period of relief or the period during which he or she so acts the minimum payment for such higher classification.
- b. The provisions of subclause (a) of this clause shall not apply where the employee of the higher classification is off duty pursuant to [Clause F2](#) - Arrangement of Hours, except insofar as a Director of Nursing or Facility Manager accumulates days off for a continuous period of one week or more; nor when an employee in a higher grade is absent from duty by reason of their additional day off duty as a consequence of working a 38 hour week.
- c. Further, the provisions of subclause (a) of this clause shall not apply where a Director of Nursing is absent from duty for a period of three working days or less for any reason other than pursuant to [Clause F2](#) - Arrangement of Hours.
- d. Subject to subclauses (b) and (c) above, the provisions of subclause (a) shall not apply where a day worker is being relieved and is absent from duty for a period of three consecutive working days or less which have been rostered in advance.

H. REMUNERATION AND BENEFITS

H1. REMUNERATION

- a. An employee's remuneration will be paid fortnightly.
- b. Full-Time and Part-Time Employees are entitled to be paid the ordinary pay rate in Schedule 1 for the appropriate Employment Classification for all ordinary hours worked.
- c. Casual Employees are entitled to be paid the ordinary pay rate in Schedule 1 for the appropriate Employment Classification for all ordinary hours worked. In addition, a casual loading of 25% will apply.
- d. For weekend and public holiday work, casual employees are entitled to the penalty rates prescribed in [Clause F11](#) - Shift and Weekend Work and [Clause F12](#) - Public Holidays. Unless stated otherwise, such payments are taken to be inclusive of and not in addition to the casual loading referred to in subclause H1(c).
- e. A casual employee will be paid shift allowances calculated on the ordinary pay rate excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- f. Casual employees have the benefit of all of the other entitlements set out in this Agreement, which are applicable to casual employees, on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.
- g. A casual employee's entitlement to long service leave is governed by the provisions of the Long Service Leave Act 1955 (NSW).
- h. Clauses that do not apply to casual employees include: [Clause F14](#) - Rosters; [Clause I1](#) - Annual Leave.

H2. SALARY INCREASES

- a. Fresh Hope Care is committed to providing salary increases that reward employees for their efforts and that are aligned to industry standards.
- b. The hourly rates of pay for the respective classifications are set out at Schedule 1 of this Agreement. Salary increases for the life of the Agreement will apply from the first full pay period on or after the dates set out at Schedule 1.
- c. Any further Salary increase, other than as set out at Schedule 1, shall be at the discretion of Fresh Hope Care, unless the rate of pay falls below the Modern Award rate, in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate.
- d. The Employer will ensure that the wage rate for Assistants In Nursing are at least 1.92% above the applicable rate in the Nurses Award 2020. Accordingly, the rate payable for the AIN classifications under the Agreement may be higher than the rate in Schedule 1 if the rate in Schedule 1 is not at least 1.92% above the relevant minimum wage rate in the Nurses Award 2020.

H3. SALARY PACKAGING

- a. Permanent employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between Fresh Hope Care and the employee. Fresh Hope Care will pay the salary packaging amount in accordance with the salary packaging agreement.
- b. An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- c. The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- d. Fresh Hope Care recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- f. In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, Fresh Hope Care will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- g. Unless otherwise agreed by Fresh Hope Care, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

H4. PAYMENT OF WAGES

- a. 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 Fresh Hope Care in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond Fresh Hope Care's control, Fresh Hope Care will not be held accountable for such delay.
- b. Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within five working days.
- c. Where Fresh Hope Care has overpaid an employee, Fresh Hope Care will 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 subclause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

H5. SUPERANNUATION

- a. Fresh Hope Care will make Superannuation Contributions to an approved complying superannuation fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.

b. An 'approved fund' means:

- the Health Employees' Superannuation Trust Australia (H.E.S.T.A.);
- the First State Super;
- any agreed complying superannuation fund; nominated by the employee;
- any superannuation fund to which the employer was making superannuation contributions for the benefit of its employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

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

Should an employee fail to nominate a fund, Fresh Hope Care will make the superannuation contributions in accordance with SG legislation into HESTA (Default Fund). The Default Fund offers a MySuper Product.

- c. Fresh Hope Care supports those employees who wish to make voluntary contributions to superannuation. Employees may contribute an agreed portion or an agreed amount of their pre-tax salary to their nominated superannuation fund.
- d. Fresh Hope Care will in respect of each employee, pay a sum equal to the Superannuation Guarantee legislation, as amended from time to time, of the employee's gross ordinary time earnings into an approved fund. Such contributions shall be remitted to the approved fund on a monthly basis.

I. LEAVE

11. ANNUAL LEAVE

- a. Employees are entitled to annual leave as outlined below.
- b. Casual employees have no entitlement to annual leave.

c. Accrual of Annual Leave

- 1. All employees, other than shift workers, are entitled to four (4) weeks paid annual leave.
- 2. Shift workers are entitled to one (1) additional week of Annual Leave.
- 3. A shift worker, for the purposes of the additional week of annual leave set out at c.2 is defined as:

Aged care Employees:

- 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 ordinary hours on 10 or more weekends.

Nurses:

an employee who:

- i. is regularly rostered over seven days of the week; and
- ii. regularly works on weekends.

- 4. 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

d. Payment of Annual Leave

- 1. 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.
- 2. An employee going on leave will be paid for such leave in accordance with their normal pay cycle. Provided that Fresh Hope Care may approve an employee's request in writing that the leave be paid for prior to commencing such leave.
- 3. Once the leave has commenced the election cannot be changed unless Fresh Hope Care agrees.
- 4. If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay rate at that time.
- 5. Annual leave loading, if any, shall be paid in accordance with subclause (h) below.

e. Taking of Annual Leave

- 1. 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) Fresh Hope Care has authorised the employee to take the annual leave during that period.

2. In the taking of leave, the employee shall make written application to Fresh Hope Care, giving timely notice of the desired period of such leave.
3. Annual leave shall be taken in an amount and at a time which is approved by Fresh Hope Care subject to the operational requirements of the workplace. Fresh Hope Care shall not unreasonably withhold or revoke such approval.

f. Extensive accumulated annual leave:

Where the Employee has leave that has accrued for 12 months after the date upon which the right to such leave has accrued, Fresh Hope Care may direct the Employee to take some or all of that accrued annual leave, provided that:

- i) the employee has been given a reasonable opportunity to submit a plan to reduce the leave to 6 weeks (pro rata for part time) within six months;
- ii) Fresh Hope Care will not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended vacation within 12 months; and
- iii) in directing that the employee take leave the Employee cannot be directed to reduce the accrued leave to less than 6 weeks.

g. Cashing out of Annual Leave

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 4 weeks; and
- (ii) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between Fresh Hope Care 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 foregone.

h. Annual Leave Loading

1. 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.
2. Annual Leave loading is not payable for days which have been added to an employee's leave entitlement due to the substitution payment for Public Holidays under the provisions of this Agreement.
3. Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

i. 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.

j. Payment of Annual Leave on Termination

If, when the employment of an employee ends, the employee has a period of untaken paid annual leave and annual leave loading, Fresh Hope Care will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

12. PURCHASED LEAVE

- a. An Employee may, if mutually agreed with the Employer, purchase up to 2 weeks additional paid leave in a twelve month period (**Purchased Leave**). The Employer may grant Purchased Leave, subject to operational requirements.
- b. The Purchased Leave is purchased by the Employee through authorised salary deductions made over the corresponding twelve month period. The amount deducted will correspond with the amount of Purchased Leave.
- c. Purchased Leave must be used in the twelve month period in which it is purchased by the Employee.
- d. An Employee may not alter a Purchased Leave arrangement within the period referred to at subclause b., except by agreement with the Employer.
- e. Where an Employee ceases a Purchased Leave arrangement in accordance with subclause d. or terminates prior to the conclusion of the 12 month Purchased Leave period, the Employer will refund any salary deducted in respect of any unused Purchased Leave. Where the Employee's employment terminates and the amount of Purchased Leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

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

- a. In accordance with the NES, full-time employees and permanent part time employees are entitled to ten (10) days paid personal leave.
- b. Casual employees have no entitlement to paid personal leave.
- c. Accrual of personal leave is progressive during a year of service and according to the employee's ordinary hours of work, and accumulates from year to year.
- d. Personal leave is either:
 1. sick leave taken by an employee who is not fit for work because of a personal illness or injury; or
 2. carer's leave taken by an employee to provide care or support to a member of the employee's immediate family (as defined) or household who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- e. If the period which an employee takes paid personal/carer's leave includes a day or part day that is a public holiday in the place where the employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

- f. If the employee takes paid personal leave, Fresh Hope Care will pay the employee at the employee's ordinary pay rate for the ordinary hours of work in the period.
- g. Notification and Evidence
 - 1. Employees shall notify Fresh Hope Care at least 2 hours before their rostered shift, or as soon as reasonably practicable, for all instances of a personal leave absence.
 - 2. All periods of personal leave will be certified by a certificate from a registered health practitioner or provision of a statutory declaration (**Certification**). **Registered Health Practitioner** means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under *The National Health Practitioner Regulation National Law Act* of a State, Territory or the Commonwealth. Fresh Hope Care will not require the employee to supply Certification where the absence does not exceed two consecutive days or where, in the Fresh Hope Care's opinion, the circumstances are such not to warrant the requirement, provided that Certification will be required for absences of less than 2 consecutive days where:
 - i. The absence is either side of a public holiday or on a public holiday;
 - ii. The absence is before or after an employee's RDO or period of paid annual leave
 - iii. Where the employee is absent without Certification for in excess of 5 days in any 12 month period.

14. UNPAID PERSONAL LEAVE

- a. Once an employee's entitlement to paid personal leave has been exhausted, or in the case of a casual employee, employees are entitled to up to two days unpaid carer's leave per occasion.
- b. Unpaid Carer's leave can be taken by an employee to provide care or support to a member of the employee's immediate family or household (as stated by the NES) who requires care or support because of an illness or injury of the member or an unexpected emergency affecting the member.
- c. An employee may seek special consideration or agreement between Fresh Hope Care and the employee for separate periods providing they have met all conditions in clauses (a) and (b) above.

15. COMPASSIONATE (BEREAVEMENT) LEAVE

- a. Employees are entitled to up to two (2) days paid compassionate leave per occasion:
 - 1. for the purposes of spending time with a person who is a member of the employee's immediate family or household (as stated by the NES) and has a personal illness, or injury, that poses a serious threat to his or her life; or
 - 2. after the death of a member of the employee's immediate family or household (as stated by the NES).
- b. If any additional compassionate leave is required, then employees may utilise any other form of leave as appropriate or apply for leave without pay.

- c. If the employee is paid compassionate leave, Fresh Hope Care will pay the employee at the employee's ordinary pay rate for the ordinary hours of work in the period.
- d. An employee may seek special consideration or agreement between Fresh Hope Care and the employee for separate periods providing they have met all conditions in subclauses (a) and (b) above.
- e. Casual employees have no entitlement to paid compassionate leave, however casual employees are entitled to unpaid compassionate leave provided the casual employee would otherwise be entitled to such leave and complies with the provisions of this clause. Fresh Hope Care agrees not to fail to re-engage a casual employee because the employee accessed the entitlements provided for in this subclause. The rights of Fresh Hope Care to engage or not to engage employee are otherwise not affected.

16. COMMUNITY SERVICE LEAVE

- a. Employees are entitled to community service Leave in accordance with the provisions of the NES.
- b. Eligible community service activities:
 - 1. 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.
 - 2. 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 (**VEMA**); or
 - (iii) an activity prescribed in regulations made for the purpose of subsection (4) of the Act.
 - 3. In addition to the NES, where an employee is engaged in a voluntary emergency management activity (in accordance with the processes set out in the NES), they will be entitled to access up to 5 days of VEMA paid leave per annum. This leave does not accumulate from year to year.
- c. Jury Service
 - 1. There is no limit on the amount of unpaid jury service leave an employee can take in a 12 month period of employment.
 - 2. 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 re a particular jury service summons.
 - (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.

3. Where the duration of jury service re a particular jury service summons exceeds ten (10) days, Fresh Hope Care 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.
4. Fresh Hope Care 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.
5. No payment is required where evidence is required by Fresh Hope Care and not provided by the employee.

d. Voluntary Emergency Management Activity

1. An employee engages in a VEMA if:
 - (i) they participates as a volunteer;
 - (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.

17. PARENTAL LEAVE

- a. Employees are entitled to parental leave in accordance with the provisions of the NES.
- b. Where an employee is eligible for parental leave in accordance with the NES, the employee may also be entitled to paid parental leave as follows:
 1. Full-time and part-time employees are entitled to paid parental leave at the ordinary pay rate, 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 3 months of continuous service prior to each claim.
 2. 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.
 3. Paid parental leave includes:

- (i) nine (9) weeks paid parental leave for the primary carer in regard to the birth of a child;
 - (ii) nine (9) weeks paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) one (1) week paid partner leave (non-primary carer).
4. Paid partner leave will be payable to:
- (i) partner of the primary carer; or
 - (ii) partner of the initial primary carer of an adopted child.
5. Partner includes same-sex and de facto partner but does not include former de facto partners.
6. Employees can commence paid parental leave six (6) weeks prior to the expected date of birth providing they have completed their twelve (12) months service.
7. Employees need to provide written notice at least four (4) weeks prior to commencing any parental leave and must provide a medical certificate or other acceptable document confirming the pregnancy at least ten (10) weeks prior to the due date.
8. Transfer to safe job or “no safe job leave” will be applied in accordance with the provisions of the Act.

Any period of “paid no safe job leave” taken by the employee pursuant to the “Transfer to a Safe Job” provisions of the Act shall be deducted from any period of paid leave the employee may be eligible for under this clause.

18. LONG SERVICE LEAVE

- a. An employee’s entitlement to long service leave will 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 will prevail.
- b. Each employee will be entitled to two (2) months long service leave on ordinary pay after ten (10) years’ service, which may be taken on a pro-rata basis after seven (7) years’ service. After ten (10) years’ service, 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.
- c. Where the services of an employee with at least five (5) years’ service are terminated by Fresh Hope Care 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, they will be entitled to be paid a proportionate amount on the basis of two (2) months for ten (10) years’ service.
- d. For the purpose of subclause (b):
 - 1. service shall mean continuous service with any one Fresh Hope Care/organisation;

2. service shall 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;
- e. Fresh Hope Care will give to each employee at least one month's notice of the date from which it is proposed that the employee's long service leave should be given and taken. Long service leave will be taken as soon as practicable having regard to the needs of the workplace, or where Fresh Hope Care and the employee agree, such leave may be postponed to an agreed date.
 - f. Where Fresh Hope Care and the employee agree in writing that the taking of a period of leave be postponed at the request of an employee to an agreed future date, the period of leave at the time of the agreement being made will, when taken or paid out in accordance with subclause (i), be paid at the rate applicable at the time of the agreement.
 - g. On the termination of employment of an employee, otherwise than by their death, Fresh Hope Care will 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.
 - h. Where an employee who has acquired a right to long service leave, or after having had five (5) years' service and less than ten (10) years' service dies, the widow or the widower of such employee or if there is no such widow or widower, the children of such employee, or if there is no such widow, widower or children such person who, in the opinion of Fresh Hope Care, was at the time of the death of such an employee, a dependent relative of such employee shall be entitled to receive the monetary value of the leave not taken or which would have accrued to such employee had their services terminated as referred to in subclause (b) and such monetary value shall be determined according to the salary payable to the employee at the time of his or her death.
 - i. Where there is a guardian of any children entitled under this subclause the payment to which such children are entitled may be made to such guardian for their maintenance, education and advancement.
 - j. Where there is no person entitled under this subclause to receive the monetary value of leave payable under the foregoing provisions payment in respect thereof shall be made to the legal personal representative of such employee.
 - k. 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.
 - l. Employees of Fresh Hope Care previously covered by long service leave provisions or arrangements contained in industrial instruments or State legislation will have their long service leave accrual entitlement carried over but the accrual and access to long service leave entitlements from the date of transfer shall be in accordance with this Agreement.

e.g. an employee with 15 years continuous service under an industrial instrument or State legislation at the time of transfer may have an accrued entitlement of 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 (5) years' service as the continuity of service for long service leave purposes is not affected by the entering into of this Agreement. Thus, after 20 years continuous service the employee would be entitled to 5.5 months long service leave, made up of 3 months under the previous industrial instrument or State legislation and a further 2.5 months under this Agreement.

I9. LEAVE WITHOUT PAY

- a. By agreement between Fresh Hope Care and a permanent employee, an employee may be granted a period of leave without pay.
- b. The period of leave without pay will not break the continuity of service but will not count for the purpose of:
 1. accruing annual leave, incremental progression, sick leave and public holidays;
 2. accruing long service leave except in the case of employees who have completed at least ten years' service (any period of absence without pay being excluded therefrom) in which case service shall include any period without pay not exceeding six (6) months taken after 1 June, 1980;
 3. qualifying period for paid and unpaid parental leave; and
 4. the calculation of notice and severance pay in accordance with [Clause K](#) - Termination of Employment and [Clause K4](#) - Redundancy.

I10. NATURAL DISASTER LEAVE

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

I11. CEREMONIAL LEAVE

- a. An employee who is legitimately required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of Fresh Hope Care

I12. FAMILY VIOLENCE LEAVE

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

(a) Definition of Family Violence

The employer accepts the definition of family violence as stipulated in the relevant state legislation. The definition of family violence includes physical, sexual, financial, verbal or emotional abuse by a family member.

(b) General Measures

- (i) Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district

nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer.

- (ii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
- (iii) An Employee experiencing family violence may raise the issue with their immediate supervisor/manager or designated person as identified by the employer

(c) Individual Support

- (i) In order to provide support to an Employee experiencing family violence and to provide a safe work environment to all Employees, the Employer may approve a request from an Employee experiencing family violence for the following, providing the request is reasonable in all the circumstances:
 1. changes to their span of hours or pattern or hours;
 2. relocation to suitable employment within the workplace;
 3. a change to their telephone number or email address to avoid harassing contact;
 4. any other appropriate measure including those available under existing provisions for family friendly and flexible work arrangements.
- (ii) An employee experiencing family violence may be referred to the Employee Assistance Program (EAP) and/or relevant local resources.

(d) Leave

- (i) The employer will provide full time and part time employees who are victims of family violence and need time off work for medical or legal assistance, court appearances, counselling, relocation, or to make other safety arrangements with flexibility to use their personal/carers leave for such purposes.
- (ii) In addition, the employer will provide up to ten (10) paid days Family and Domestic leave per annum. This leave may be taken as consecutive or single days or as a fraction of a day.
- (iii) This leave will not be accrued.
- (iv) The Employee will apply in advance for this leave wherever possible.
- (v) Where leave entitlements in subclauses (i) & (ii) above are exhausted the employer shall permit access to unused Annual Leave and when exhausted unpaid leave.
- (vi) An employee who supports a person experiencing family violence may take carer's leave to accompany them to court, to hospital, or to mind children.

- (vii) Casual employees will be entitled to unpaid Family and Domestic leave.
- (viii) This leave may be taken as consecutive or single days or as a fraction of a day.

J. STAFFING AND DEVELOPMENT

J1. TRAINING

- a. Employees will be given ongoing 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.
- b. Where practicable, training must be provided to employees during their normal rostered hours of work. Where it is not:
 1. Employees will attend training outside their normal rostered working hours when required to do so by Fresh Hope Care. All mandatory training must be attended by employees;
 2. Fresh Hope Care must provide employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours;
 3. Where an employee attends training they will be paid their ordinary pay rate and the Vehicle/Travelling Allowance (Item 5 of [Schedule 2](#)) for the travel time that is in excess of the time normally taken for the employee to attend work;
 4. Training must be arranged so that Full-Time Employees receive a minimum break as set out in [Clause F5](#). Where practicable, similar arrangements should also be made available to all other employees.
 5. Attendance at such training shall be paid at base rate of pay for the period of training (with a minimum payment of 1 hour), provided that only up to 10 hours of such mandatory training per calendar year may be attended to outside of an employee's ordinary hours and be paid at the base rate of pay. For clarity, mandatory training that:
 - (i) falls outside an employee's ordinary hours; and
 - (ii) is in excess of 10 hours per calendar year,will be paid at the applicable overtime penalty rate.
 6. [Clause F9](#) - Overtime will apply to a full-time employee where such training interrupts the applicable eight or ten hour break between shifts.

J2. PROFESSIONAL DEVELOPMENT AND STUDY LEAVE

- a. Each full time employee (pro rata, for part time employee) may make application to Fresh Hope Care in order to access study, examination, conference and professional development leave. Each application will be assessed on its merits in the context of the applicability of the conference/ seminar/ course of study or examination the number of other similar applications and the resources available to Fresh Hope Care.
- b. In accordance with subclause a. above the employee may apply to Fresh Hope Care in order to access up to 3 days paid leave per year for the purposes of attendance at approved conferences/ seminars and or access to approved studies or leave for examinations.

- c. The time and manner of taking any such approved leave under this provision is to be mutually agreed between Fresh Hope Care and the employee and the course and means of dissemination of conference/seminar information is to be approved by Fresh Hope Care.
- d. Reasonable travel, accommodation and registration costs may be paid by the employer, when Fresh Hope Care approves the employee's attendance at the conference/seminar.
- e. All staff granted leave will be required to provide an in-service to other staff on the learning from the leave and to provide a report to Fresh Hope Care on the learning's from the conference/seminar or course of study.

K. TERMINATION OF EMPLOYMENT

K1. RESIGNATION

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

Employee	Notice
Director of Nursing, Deputy Director of Nursing, and Care Service Employee – Grade 5	Four weeks
Casual Employee	To the end of the current shift
All other Employees	One week in the first year of service and thereafter the notice provision set out at Clause K2a.

K2. TERMINATION ON NOTICE

- a. Fresh Hope Care may terminate the employee's employment by giving the following written notice, or payment in lieu, of such notice:

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

Director of Nursing, Deputy Director of Nursing and Care Service Employee Grade 5 are entitled to four weeks' notice.

- b. If the employee is over 45 year of age and has completed at least two years of continuous service with Fresh Hope Care, the employee is entitled to an additional one (1) weeks' notice.
- c. Fresh Hope Care may terminate the employment of a Casual Employee by giving notice to the end of the current shift worked.

K3. REDUNDANCY

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

Where the employee is under 45 years of age:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks pay
2 years and less than 3 years	7 weeks pay
3 years and less than 4 years	10 weeks pay
4 years and less than 5 years	12 weeks pay
5 years and less than 6 years	14 weeks pay
6 years and over	16 weeks pay

Where the employee is 45 years of age or over:

Minimum years of service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks pay
2 years and less than 3 years	8.75 weeks pay
3 years and less than 4 years	12.5 weeks pay
4 years and less than 5 years	15 weeks pay
5 years and less than 6 years	17.5 weeks pay
6 years and over	20 weeks pay

- c. The employee is not entitled to notice ([Clause K2](#)) or severance pay where:
1. the employee's position is redundant and the employee is offered employment in another position comparable in status and remuneration to their position; or
 2. part or all of Fresh Hope Care's business is transferred by way of sale, assignment or succession and the employee is offered employment with the purchaser, assignee or successor of the business (or part) on terms that overall are no less favourable than provided for in this Agreement.
- d. For the purposes of this clause "continuous service" means an employee's service with Fresh Hope Care during the whole of the period, including a period of authorised paid leave. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account.
- e. For the purposes of this clause "weeks' pay" for employees other than casuals means the greater of:
1. the employee's ordinary pay (excluding overtime), plus the following allowances (where applicable) broken shift allowance, shift and weekend work allowances, and district allowances; or
 2. the employee's average actual weekly earnings over the preceding twelve months from the date of termination.
- f. Job search entitlement
1. Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the Act for the purpose of seeking other employment.
 2. If an employee is allowed time off without loss of pay of more than one day under sub-clause f.1, the employee must, at the request of the employer, produce proof of attendance at an interview.
 3. A statutory declaration is sufficient for the purpose of sub-clause f.2.
 4. An employee who fails to produce proof when required under sub-clause f.2 is not entitled to be paid for the time off.

DECLARATION AND SIGNATURES

I am authorised to sign this Agreement on behalf of FRESH HOPE CARE

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as a nominated employee bargaining representative

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the New South Wales Nurses and Midwives' Association/ Australian Nursing and Midwifery Federation NSW Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date:

I am authorised to sign this Agreement as the nominated employee bargaining representative on behalf of the Health Services Union NSW Branch

SIGNATURE

PRINT NAME AND TITLE

Address:

Date

SCHEDULE 1 – PAY RATE

Classification Stream	Current rate	1 Nov 2021	1 Nov 2022
Assistant in Nursing (without Certificate III qualification)			
1 st year	22.25	23.82	24.47
2 nd year	23.18	24.77	25.45
Thereafter (experienced without Cert III)	24.41	25.08	25.77
Assistant in Nursing (with Certificate III qualification)			
1st Year (with Cert III)	23.67	24.50	25.17
Thereafter (with Cert III)	24.41	25.08	25.77
Team Leader	25.41	26.11	26.83
Enrolled Nurse (without medication qualification)			
1st year	26.75	27.49	28.24
2nd year	27.33	28.08	28.85
3rd year	27.91	28.68	29.47
4th year	28.50	29.28	30.09
Thereafter	29.11	29.91	30.73
Enrolled Nurse			
Level a	28.78	29.57	30.38
Level b – 1 st year	29.38	30.19	31.02
Level b – 2 nd year	30.02	30.85	31.69
Level b – 3 rd year	31.46	32.33	33.21
Registered Nurse			
1st year	33.60	34.52	35.47
2nd year	35.65	36.63	37.64
3rd year	37.82	38.86	39.93
4th year	40.14	41.24	42.38
Thereafter	42.59	43.76	44.96
Clinical Nurse Specialist			
	44.31	45.53	46.78
Clinical Nurse Educator			
	44.31	45.53	46.78
Nurse Educator			
1st year	47.22	48.52	49.85
2nd year	48.54	49.87	51.25
3rd year	49.75	51.12	52.52
4th year	52.35	53.79	55.27
Senior Nurse Educator			
1st year	53.60	55.07	56.59
2nd year	54.70	56.20	57.75
3rd year	56.54	58.09	59.69
Clinical Nurse Consultant			
	52.35	53.79	55.27
Nursing Unit Manager			
Level 1 - 1st year	47.22	48.52	49.85
Level 1 - 2nd year	48.54	49.87	51.25
Level 2	49.75	51.12	52.52
Level 3	51.06	52.46	53.91

Classification Stream	Current rate	1 Nov 2021	1 Nov 2022
Deputy Director of Nursing			
< 20 beds	49.54	50.90	52.30
20 – 75 beds	50.82	52.22	53.65
75 – 100 beds	51.99	53.42	54.89
100 – 150 beds	53.08	54.54	56.04
150 – 200 beds	54.70	56.20	57.75
Director of Nursing			
< 25 beds	55.39	56.91	58.48
25 – 50 beds	58.65	60.26	61.92
50 – 75 beds	59.90	61.55	63.24
75 – 100 beds	61.16	62.84	64.57
100 – 150 beds	62.91	64.64	66.42
150 – 200 beds	65.03	66.82	68.66
Care Service Employee			
Grade 1	22.56	23.18	23.82
Grade 2 – Year 1	23.18	23.82	24.47
– Thereafter	24.11	24.77	25.45
Grade 2 ‘Care’ (without Cert III)			
– Year 1	23.18	23.82	24.47
– Year 2	24.11	24.77	25.45
– Thereafter (experienced without Cert III)	24.41	25.08	25.77
Grade 2 ‘Care’ (with Cert III)			
– Year 1 (with Cert III)	23.67	24.50	25.17
– Thereafter (with Cert III)	24.41	25.08	25.77
Grade 3	25.41	26.11	26.83
Grade 4 - Level 1	26.75	27.49	28.24
- Level 2	29.89	30.71	31.56
Grade 5 - From	31.08	31.93	32.81
- To	46.31	47.58	48.89
Diversional Therapist			
1st year	24.50	25.17	25.87
2nd year	25.71	26.42	27.14
3rd year	26.94	27.68	28.44
4th year	28.19	28.97	29.76
Thereafter	29.39	30.20	31.03
Property Services			
Property Services Site Supervisor (Tradesperson)	29.61	30.42	31.26
Property Services Site Supervisor (Otherwise)	27.15	27.90	28.66
Property Services Site Supervisor (Otherwise) – in charge of staff	28.86	29.65	30.47
Clerical & Administrative Employees			
Grade 1	24.48	25.15	25.84
Grade 2	25.91	26.62	27.35
Grade 3	27.48	28.24	29.01
Grade 4	28.67	29.46	30.27
Grade 5	29.99	30.81	31.66

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

SCHEDULE 2 – ALLOWANCES

Item No.	Clause	Description	Per	Current rate	1 Nov 2021	1 Nov 2022
1	F 7 c	Broken Shift	Shift	9.64	9.91	10.18
2	F 5 f	Overtime Breakfast	Meal	14.56	14.96	15.37
3	F 5 f	Overtime Luncheon	Meal	18.84	19.36	19.89
4	F 5 f	Overtime Evening Meal	Meal	27.47	28.23	29.00
5	F 9 f G 4 b J 1 b 3	Vehicle Allowance	Km	In accordance with c/km in the Aged Care Award 2020		
6	G 2 a	Vehicle Allowance - official business	Km			
7	G 1 a	In charge of residential aged care facility less than 100 beds	Shift	25.03	25.72	26.43
8	G 1 a	In charge of residential aged care facility, 100 beds or more	Shift	40.31	41.42	42.56
9	G 1 a	In charge of Section	Shift	25.03	25.72	26.43
10	G 3 a	Uniform Allowance	Week	7.46	7.67	7.88
11	G 3 a	Shoes	Week	2.32	2.38	2.45
12	G 3 a	Cardigan or jacket	Week	2.22	2.28	2.34
13	G 3 a	Stockings	Week	3.70	3.80	3.91
14	G 3 a	Socks	Week	0.74	0.76	0.78
15	G 3 c	Laundry	Week	6.19	6.36	6.54
16	G 4 b	On call	Day	22.30	22.91	23.54
17	G 5 a	Continuing Education Allowance: RN Postgraduate Certificate (not a hospital certificate)	Week	21.00	21.58	22.17
18	G 5 a	Continuing Education Allowance: RN Postgraduate Diploma or Degree (not nursing undergraduate)	Week	34.99	35.95	36.94
19	G 5 a	Continuing Education Allowance: RN Master's Degree or Doctorate	Week	41.97	43.12	44.31
20	G 5 a	Continuing Education Allowance: EN Certificate IV qualification (unless upgrades the qualification leading to enrolment)	Week	13.97	14.35	14.75