

**Mareeba Aged Care**  
**Enterprise Agreement**  
**2021 – 2022**

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## **PART 1 - PRELIMINARIES**

### **1. INTRODUCTION**

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

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

### **2. TITLE**

This Agreement shall be known as the **Mareeba Aged Care Enterprise Agreement 2021-2022** and throughout is referred to as “**this Agreement**”.

### **3. PARTIES BOUND**

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

- (a) Maclean Valley Nursing Home Pty Ltd T/A as Mareeba Aged Care; and
- (b) all those employees of the employer performing work within the classifications contained in this Agreement and employed in a residential aged care facility in NSW.

### **4. COMMENCEMENT**

The Agreement will commence 7 days after the date of approval by the Fair Work Commission (FWC). Increases to wages and allowances at Schedule B shall commence as per clause 11. All other terms and conditions contained within this Agreement shall operate from the date of operation only.

### **5. EXPIRY**

This Agreement shall have a nominal expiry date of 30 November 2022. The Employer undertakes to commence discussions for a replacement Agreement in August 2022.

### **6. DEFINITIONS**

Where a term in this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition more favourable to the employee will apply. Where this Agreement is silent, the NES definition will apply.

For the purposes of this Agreement:

**Act** means the *Fair Work Act 2009* (as amended).

**Allowance rate** for Nurses means RN Level 1 Pay Point 1.

**Allowance rate** for Care Service Employees and Personal Care Workers means CSE Level 6.

**Base rate of pay** means the base rate of pay and any applicable over-Agreement payments for ordinary hours of work for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

For casual employees, other than payment for work on a Public Holiday, the base rate of pay when applying penalty or overtime rates shall mean the relevant base salary pay point rate of pay with the casual loading with the applicable penalty or overtime rate then applied.

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

**Care Service or General Service Employee** means a person employed in the classifications at Attachment A who is not employed as a Nurse.

**De facto partner** means:

- (a) 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
- (b) includes a former de facto partner of the employee.

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

**FWC** means Fair Work Commission.

**Immediate Family** For the purposes of any entitlement pursuant to this Agreement the term 'Immediate Family' means a spouse or partner (of either sex including a former spouse, de facto spouse and a former de facto spouse), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners' parents), grandparents, grandchildren, partners' grandparents or grandchildren or siblings of the Employee or spouse.

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

**Nurse means** a person employed as a Nurse Assistant, Enrolled Nurse or Registered Nurse.

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

**Uniform** means items of clothing required to be worn whilst on duty such as monogrammed shirts, blouses, polo shirts, cardigans, jumpers or the like but excludes ordinary items such as socks, stockings and the like.

**Union** or Unions means the Health Services Union (New South Wales Branch); the New South Wales Nurses and Midwives' Association; and the Australian Nursing and Midwifery Federation (NSW Branch).

## 7. COMPLETE AGREEMENT

- 7.1 The parties bound by this agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

7.2 Subject to the Employer meeting its obligations to consult arising under this Agreement or a contract of employment, it is not the intent of this provision to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

## 8. NATIONAL EMPLOYMENT STANDARDS

8.1 Where a term in this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition more favourable to the employee will apply. Where this Agreement is silent, the NES definition will apply.

## 9. AVAILABILITY OF AGREEMENT

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

## PART 2 - ENGAGEMENT

### 10. EMPLOYEE ENGAGEMENT

10.1 **Full-time Employees:** A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week or over their roster period.

10.2 **Part-time Employees:**

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week and whose hours of work are reasonably predictable.
- (b) Before commencing part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours. Other than Employees engaged in a Nursing classification, this will also include the starting and finishing times each day.
- (c) Reasonable additional hours may be worked in accordance with clause 12 - Hours.
- (d) **Review of Part-time Hours:** At the request of an employee, the hours worked by the employee will be reviewed each 6 months. Where the employee is regularly working more than their guaranteed minimum number of hours then, by agreement, such hours shall be adjusted by the employer, and a new contract of employment agreed. Hours worked during temporary backfilling or occasional additional hours will not be incorporated in the adjustment.
- (e) Any adjusted guaranteed minimum number of hours resulting from a review identified in sub-clause 10.2(d) should reflect roster cycles and shift configurations utilised at the workplace.

10.3 **Casual Employees:**

- (a) A casual employee is one who is engaged as such on an hourly basis otherwise than as a full-time employee or a part-time employee. An hourly casual loading of 25% is applied to the relevant pay point only and is paid in lieu of any paid NES entitlements or those within this Agreement such as, but not limited to, paid leave, public holidays or notice.

- (b) Subject to the minimum hours described at clause 12.4, each offered engagement shall stand alone and does not imply any offer of a firm advance commitment other than for those times shown in the published roster. The casual employee is under no obligation to accept any such offer.
- (c) Unless otherwise expressly stated in this Agreement, where penalty or overtime payments are to be made to casual employees, the rate of pay when applying those penalty or overtime rates shall be paid on their relevant base salary pay point rate of pay with the casual loading with the applicable penalty or overtime rate applied to this combined rate.
- (d) Relevant penalty rates shall only apply to times worked.

#### **Casual Conversion**

- (e) Where a casual employee has been rostered on a regular and systematic basis over 6 months and for subsequent periods of 6 months, the Employer shall advise the Employee and seek their view in moving to permanent part time employment.
- (f) When assessing the pattern of work, provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), the past 6 months shall indicate an appropriate level of hours.
- (g) At 12 months service, a casual Employee shall be offered the opportunity to convert their casual employment to permanent employment and such an offer is to be made within 21 days after the employee's 12-month anniversary.
- (h) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.
- (i) Clause 10.3 (e) and (g) shall not apply where there is no expectation of regular pattern of employment is continuing past 6 months or there is no regular pattern of work.

#### **10.4 Trainees**

Trainees may be engaged and their Training Agreement shall show the rates to be paid and all relevant terms of employment will conform to those in this Agreement.

#### **10.5 Supported Wage**

Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement shall be employed in accordance with the provisions set out in their Assessment with the relevant capacity percentage applied to the minimum rates in this Agreement and all relevant terms of employment will conform to those in this Agreement.

#### **10.6 Recognition of Prior Service and/or Experience**

- (a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to the employer detailing any other relevant service or experience not disclosed at the time of commencement.
- (b) Where suitable proof is provided within 3 months, the higher rate will be paid from commencement and where after 3 months, only from the time of the proof being provided.

- (c) An employee who is working in the same classification for more than one organisation shall notify the employer when the combined hours have met the relevant criteria for Pay Point progression.
- (d) An employee who is working in the same classification for more than one organisation shall notify the employer within 1-month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (e) The registration date for an overseas trained Nurse or Allied Health Practitioner refers to their date of registration by the relevant Board.

#### 10.7 Pay Point Progression

- (a) Movement from CSE 'New Entry' to CSE Level 1 shall occur when the employee has reached 500 hours of industry experience.
- (b) For the purpose of yearly progression to a higher pay point (if available) within a classification will be by annual movement to the next pay point, or in the case of a part-time or casual employees on completion of 1,786 worked hours but not less than 12 months.

#### 10.8 Re-grading of Employee Classification

- (a) Where the nature of the work undertaken by an employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification, the employee may apply to have their position reclassified to the higher classification.
- (b) An application for re-grading by an employee must be made in writing.
- (c) The employer must respond to the request in writing within 3 weeks, indicating whether the application is approved or denied. Where denied the response must provide reasons.
- (d) Changes in work by themselves may not lead to a change in an employee's substantive classification. Factors with a bearing on the decision may include whether the changes:
  - (i) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification
  - (ii) are permanent or temporary; and/or
  - (iii) involve work at a higher classification or not (e.g. simply performing more work at the same classification or different work at the same classification would not qualify for re-grading) .

#### 10.9 National Criminal History Record Check

It is a condition of employment that employees, who have, or are reasonably likely to have access to care recipients provide a National Criminal History Record Check, commonly known as a 'Police Check' and/or 'NDIS check' on commencement of employment. During employment, such checks are to kept current by employees.

### 11. PAY AND PAYMENT

- (a) The current rates of pay specified in Schedule B applying to Employees to whom this Agreement applies shall be increased as follows:



- (b) By 1.60 % from the first full pay period on or after 1 December 2021. Unless otherwise specified, increases to Allowances shall conform to these pay increases.

### **11.2 Full-Time and Part-Time Employees**

- (a) The base rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in the Tables in Schedule B to this Agreement.
- (b) Other than 'on occurrence allowances' Part-Time Employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work bear to full-time hours.

### **11.3 Casual Employees**

- (a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in the Table's in Schedule B to this Agreement. In addition, a casual loading of 25% is payable.
- (b) 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.
- (c) Clauses that do not apply to casual employees include: Rosters and any clauses concerning entitlement to paid leave.
- (d) Where it is expressly stated in this Agreement that penalty, overtime and public holiday payments are to be made to casual Nurses, the 'combined rate of pay' is to be used when applying penalty or overtime rates.

### **11.6 Payment of Wages**

- (a) Wages shall be paid fortnightly or where mutually agreed, monthly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where an underpayment occurs, the employer shall make a correcting payment within two business days. Where the wages are not available to the employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.
- (c) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within 3 working days. Unless otherwise agreed, the Employer may deduct not more than 7 day's pay where an overpayment exists or insufficient notice is provided on resignation.
- (d) Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such minor recovery. All such agreed deduction from wages must be authorised in writing by the employee.

## 11.7 Particulars of Wages

- (a) Each employee shall be provided with a pay slip in electronic form or hardcopy showing:
  - (i) the employer's name and ABN
  - (ii) the employee's name
  - (iii) the period to which the pay slip relates
  - (iv) The number of hours worked
  - (v) accrued annual leave balances
  - (vi) the date on which the payment to which the pay slip relates was made
  - (vii) the gross amount of the payment
  - (viii) the nett amount of the payment; and,
  - (ix) any amount paid to the employee that is a bonus, loading, allowance, penalty rate, incentive-based payment or other separately identifiable entitlement.
- (b) If an amount is deducted from the gross amount of the payment, the pay slip must also include the name, or the name and number, of the fund or account into which the deduction was paid.
- (c) If the employer is required to make superannuation contributions for the benefit of the employee, the pay slip must also include:
  - (i) the amount of each contribution that the employer made during the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contribution was made; or
  - (ii) the amounts of contributions that the employer is liable to make in relation to the period to which the pay slip relates, and the name, or the name and number, of any fund to which the contributions will be made.
- (d) The employer shall, upon written request from an employee, provide a record of that employees' current accrued paid leave entitlements.

## 12. HOURS

### 12.1 Reasonable Additional Hours

An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the Fair Work Act, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.

- (a) All hours worked above an average of 38 ordinary hours per week, will be deemed to be additional hours.
- (b) All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause.
- (c) From time to time, full time employees may be required to work a reasonable amount of additional hours.

- (d) Part time employees may be asked, but not required, to work a reasonable number of additional hours.
- (e) All additional hours worked will be paid in accordance with this Agreement.
- (f) Whether the additional hours are in accordance with an averaging arrangement agreed to by the employer and employee with regard to the average of worked hours over the last 12 months or period of employment whichever is the greater; and,
- (g) Any other relevant matter.

### 12.2 Voluntary Additional Hours

The Employer will always offer additional shifts in the first instance to part-time or casual Employees where it is practicable to do so. Where a part-time or casual employee requests or accepts any offer of hours in addition to their rostered shift or shifts, as acceptance is not required by the Employer, this will be paid at Ordinary time except where overtime or a penalty rate is otherwise payable. To be clear, where the Employer requires an Employee to work additional time, the requirements at clause 16 shall apply.

### 12.3 Hours of Work

- (a) The ordinary hours of work are between 6.00 am and 6.00 pm Monday to Friday and exclusive of meal times, shall not exceed an average of 38 hours per week.
- (b) The hours of work prescribed in sub-clause (a) may be arranged as follows:
  - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
  - (ii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
  - (iii) or 152 hours in a 28 calendar- day cycle to be arranged so that each employee shall not work their ordinary hours on no more than 19-days with the twentieth day taken as an accrued paid day off (ADO).
  - (iv) as otherwise agreed in writing between the employer and the employee.
- (c) Employees will be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28-day cycle. Where practicable days off will be consecutive. These days are referred to as "Rostered Days Off" (RDO's).
- (d) For non-nursing employees, a maximum shift is 8 hours on a day shift or 10 hours on a night shift. For nursing staff, each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks). However, an employee may request to work a regular pattern of shifts of 12 hours ordinary time (not including meal breaks) and where this occurs the requirements of clause 44 shall apply.
- (e) An Employee shall not work more than seven consecutive shifts unless the employee requests and the Employer agrees.
- (f) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time.
- (g) The DON shall be free from duty for not less than 9-days in each 28 consecutive days and such days free from duty may be taken in one or more periods.

- (h) If any of the days mentioned in sub-clause (c) cannot be taken by reason of emergency, such day or days shall be given and taken within 28-days of becoming due.
- (i) The DON, where practicable, inform the employer by giving not less than seven days' notice of the days they propose to be free from duty; provided that such days shall be subject to the approval of the employer, and such approval shall not be unreasonably withheld.
- (j) The employer will ensure that rosters permit time for a handover between Registered Nurses at the commencement of each shift to inform of any changes to a residents' health status.

#### 12.4 Minimum Engagements

The following minimum will apply to part-time and casual employees,

- (i) Part-time employees shall receive a minimum payment of 3 hours for each engagement except in the case of a recall to duty where clause 21 shall apply; and,
- (ii) Casual employees shall receive a minimum payment of 2 hours for each engagement.

#### 12.5 Accrued Days Off (ADO)

- (a) A full-time employee whose ordinary hours of work are arranged in accordance with sub-clause 13.3(b)(iii) shall be entitled to an ADO in each cycle of 28 days.
- (b) A full-time employee's ADO shall be determined by mutual agreement between the employee and the employer having regard to the needs of the place of employment or sections thereof. Such ADO shall, where practicable, be consecutive with the rostered days off. Provided that ADO's shall not be rostered on public holidays.
- (c) Where the employer and the employee agree, up to 5 ADO's may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.
- (d) Where more than 5 days have been accumulated, the employer may require the employee to:
  - (i) take the ADO's within 3 months; or
  - (ii) be paid out the ADO's at ordinary pay.
- (e) No time towards an ADO shall accumulate during periods of workers' compensation, long service leave, any period of unpaid leave or annual leave or ADO.
- (f) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers leave. Where an ADO falls during a period of personal/carers leave, the employee's available sick leave shall not be debited for that day.
- (g) Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with clause 19 - Public Holidays.
- (h) An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.
- (i) By agreement with the employer an employee may cash out any accumulated ADO's at ordinary pay

### **13. ROSTERS**

13.1 Each rostered shift shall have at least one Registered Nurse on duty.

- (a) The employer shall make available for each employee, in a form accessible to the employee, a roster which includes the following information:
  - (i) the ordinary hours of work for each employee; and
  - (ii) ADO's where applicable.
- (b) The roster shall be displayed two weeks prior to the commencing date of the first working period in any roster subject to sub-clause (c).
- (c) The roster and changes to the roster may be communicated to an employee in a range of ways including: hard copy in a place conveniently accessible to an employee, telephone, direct contact, mail, email, text message or facsimile.
- (d) Sub-clause (a) shall not make it obligatory for the employer to display any roster of ordinary hours of work of casual or relieving employees.

13.2 Notwithstanding clause 13.1, a roster may be altered at any time:

- (a) so as to enable the service of the organisation to be carried on;
  - (i) where another employee is un-expectedly absent from duty; or
  - (ii) in the event of an emergency; or
- (b) where the employer and the affected employee/s agree.

### **14. SPLIT SHIFTS (Care Service & General Services Employees only)**

14.1 The following arrangements shall apply

- (a) A 'Split Shift' for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- (b) A broken shift may only be worked where there is mutual agreement between the employer and employee to work the broken shift.
- (c) Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clauses 16—Overtime penalty rates and 17—Shiftwork, with shift allowances being determined by the commencing time of the split shift.
- (d) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (e) An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
- (f) Each portion of the shift must meet the minimum engagement requirements in clause 12.4.

## **15. BREAKS**

15.1 Subject to agreement, two separate paid 10-minute tea breaks (in addition to meal breaks) shall be allowed each employee each 4 hours of rostered duty. An additional paid tea break of 10 minutes will be available whilst working overtime.

15.2 (a) Where agreed or was otherwise reasonable in the circumstances, if an employee is required to remain available for duty during a meal break, the employee will be paid an 'on call during meal break allowance' as provided for Schedule B, provided such that only one allowance shall be payable in any period of 24 hours. If an employee is recalled to work during the meal break, then overtime will be paid for all time worked during such meal break.

(b) Unless otherwise agreed, employees shall not be required to work more than 5 hours without a meal break. Such meal break shall be of between 30 and 60 minutes' duration and shall not count as time worked.

(c) Where an employee requests in writing and the employer agrees, an employee may work up to six hours without a meal break.

15.3 Notwithstanding the provisions of sub-clause 15.2, an employee required to work in excess of 10 hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between the employer and employee.

15.4 An employee must receive the following breaks between shifts:

(a) 10 hours or (8 hours by agreement):

(i) between ordinary rostered shifts, which are not broken shifts; and/or

(ii) where reasonable additional hours are worked which are not overtime hours; and

(b) 10 hours where overtime is worked on successive days.

## **16. OVERTIME**

16.1 Where Overtime is required to be worked, the employee shall be paid in the following circumstances:

(a) Where a full time employee:

(i) works in excess of their ordinary rostered hours, which for non-nursing employees, is a maximum shift of eight hours on a day shift or 10 hours on a night shift;

(ii) works in excess of 10 hours per shift as a Nurse;

(iii) works on a rostered day off.

(b) Where a part time employee:

(i) works in excess of 10 hours per shift; and/or

(ii) works in excess of 38 hours per week where employed by the week and is not a shift worker , and/or

- (iii) works in excess of 76 hours per fortnight, where employed by the fortnight; and/or
    - (iv) works in excess of 152 hours per 4-weekly period, where employed on a 4-weekly basis.
  - (c) Where a casual employee:
    - (i) works in excess of 10 hours per shift; and/or
    - (ii) works in excess of 38 hours per week; and/or
    - (iii) works in excess of 76 hours per fortnight.
  - (d) Where an employee is deprived of part or their break between shifts as required by clause 15.4.
- 16.2 Overtime shall be paid on the employees base rate of pay in accordance with the following:
- (a) Monday to Friday - Overtime shall be paid time and one half up to 2 hours each day and thereafter double time.
  - (b) Saturday and Sunday - Overtime shall be paid at double time.
  - (c) Public Holidays - Overtime shall be paid double time and one-half.
  - (d) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in clause 17 - Shift and 18 - Weekend Work.
- 16.3 Overtime for casual non-Nursing employees shall be paid on their casual rate of pay.
- For example: Fred is a casual laundry hand who completes 2 hours overtime on Friday evening. Fred is paid his casual rate (which includes the 25% loading) at time and one half for those hours. This is 125% of his base pay point rate x 150% per hour or 187.5% of his base pay point.*
- 16.4 Overtime for casual Nursing employees shall be paid on their casual rate of pay.
- For example: Tom is a casual EN who completes 2 hours overtime on Saturday. Tom is paid his casual rate (which includes the 25% loading) at time and one half for those hours. This is 125% of his base pay point rate x 200% per hour or 250% of his base pay point.*
- 16.5 Where the next shift is due to commence before the employee has had their break, one of the following will apply:
- (a) The employee will be released prior to, or after the completion of their shift to permit them to have their break without loss of pay for the working time occurring during such absence.
  - (b) If at the request of the employer, or was otherwise accepted as being reasonable in the circumstances, an employee works without the 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.
- 16.6 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

16.7 An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee on the following bases:

- (a) The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.

*Example: An employee who has worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.*

- (b) Time off in lieu of overtime must be taken at a mutually agreed time within 4 months after the time it is worked.
- (c) If the time off has not been taken within the period of 4 months, the employer must pay the employee for the overtime, in the next pay period following those 4 months, at the overtime rate applicable to the overtime when worked.
- (d) If, on the termination of the employee's employment, time off for overtime worked by the employee has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.
- (e) The employer must maintain records of all time in lieu of overtime owing and taken by employees.
- (f) With the exception of clause 16.7(g) employees cannot be compelled to take time off in lieu of overtime and an employer cannot be compelled to agree to provide the employee with time off in lieu of overtime.
- (g) A full time employee required to work on a rostered day off, may elect to be paid at overtime rates for all hours worked on that day, or take the equivalent number of hours as time in lieu, on a day which shall be mutually agreed with the employer.
- (h) Where no election is made the employee shall be paid overtime rates in accordance with this Agreement.

## **17. SHIFT WORK**

17.1 Employees, shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following. Provided that part time and casual employees shall only be entitled to the additional rates where their shifts commence prior to 6:00 am, or finish subsequent to 6:00 pm:

- (a) 10% for afternoon shift commencing at or after 10:00 am and before 1:00 pm.
- (b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
- (c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
- (d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.

17.2 Casual employees will be paid the relevant penalty on their casual rate of pay.



## **18. WEEKEND WORK**

### Nurses

- 18.1 Nurses shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday: Time and one half.
  - (b) for work between midnight on Saturday and midnight on Sunday: Time and three-quarters.
- 18.2 Weekend penalties in clause 18.1 shall be in substitution for and not cumulative upon the shift penalties.
- 18.3 From the date of operation, Casual Nurses will be paid the weekend penalty on their casual rate of pay.

### Care Service and General Service Employees

- 18.4 CSE employees shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday: Time and one half; and,
  - (b) for work between midnight on Saturday and midnight on Sunday: Time and three quarters.
- 18.5 Weekend penalties in clause 18.4 for CS and GS employees shall be in substitution for and not cumulative upon the shift penalties.
- 18.6 From the date of operation, Casual CS and GS employees will be paid the weekend penalty on their casual rate of pay.

## **19. PUBLIC HOLIDAYS**

- 19.1 Public holidays are provided for in the NES. This clause contains additional provisions.
- 19.2 The employer may request an employee to work on a particular public holiday. An employee who, without the consent of the employer or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.
- 19.3 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. This Agreement expressly contemplates that the employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the employer's workplace or enterprise (including its operational requirements) will require work on public holidays, or particular public holidays.
- 19.4 Public holidays shall be allowed to employees without loss of ordinary pay.
- 19.5 For the purposes of this agreement, the following shall be deemed to be public holidays:
- (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day;

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

#### Local Public Holiday

- (c) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, 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
- (d) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 19.5(a), then the substituted day or part-day is the public holiday.

#### Additional Public Holidays

- (e) Where, in accordance with clause 19.5 (c):
  - (i) a full day is proclaimed and observed as a local public holiday, within the calendar year and within the area in which the facility is situated no additional public holiday day is granted by this sub-clause;
  - (ii) no local public holiday is proclaimed and observed within the calendar year and within the area in which the facility is situated a full day will be observed as an Additional Public Holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year;
  - (ii) a part of a day is proclaimed and observed as a local public holiday within the calendar year and within the area in which the facility is situated a full day will be substituted and observed as an Additional Public Holiday to be taken between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.

19.6 Where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees no payment shall be made. A part-time employee will only be entitled to payment for those public holidays which falls on a day they are normally rostered to work.

19.7 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other shift penalties, weekend penalties, as follows:

- (a) **Full-time Employees:** Double and a half for all time worked on the public holiday
- (b) **Part-time Employees:** Double and a half for all time worked on the public holiday. Where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary pay.
- (c) **Casual Employees:**
  - (i) For Nursing staff: Double and a half for all time worked on the public holiday. Payments under Clause 19.7(c) are inclusive of any casual loading otherwise payable under this Agreement.
  - (ii) For non-Nursing staff: From the date of operation, CS and GS employees: Double time and three-quarters of their base rate for all time worked. Such payment

shall be taken to be inclusive of and not in addition to the casual loading.

**19.8 Public holiday substitution**

On request, the Employer may agree to substitute another day for a day (or part-day) that would otherwise be a public holiday.

**19.9 Public holidays occurring on RDOs**

Full-time employees will receive a day's ordinary pay for public holidays that occur on their RDO.

**19.10 ADOs and public holidays**

Where an employee's ADO falls on a public holiday, another day, determined by the employer, will be taken instead and wherever practicable this will be within the same roster.

**20. ALLOWANCES**

**20.1 RN In Charge Allowance**

- (a) A registered nurse who is designated by the employer to be in charge during the evening or night or weekend of a residential aged care facility shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Schedule B to this Agreement.
- (b) This sub-clause shall not apply to registered nurses holding classified positions of a higher grade than a registered nurse.

**20.2 Vehicle/Travelling Allowance**

- (a) An employee who is sent for duty to a place other than their regular place of duty shall be paid for all excess travelling time at the appropriate rate of pay and reimbursed reasonable travelling expenses.
- (b) Where an employee is called upon and agrees to use a private vehicle for official business, the employee shall be paid the 'per kilometre' allowance set Schedule B to this Agreement.
- (c) Where an employee is required to use public transport for travel on official business such employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of duty.
- (d) No payment shall be made under sub-clauses 20.2(b) and (c) unless the employer is satisfied that the employee has incurred expenditure for such travel.
- (e) Where employees are rostered to work at different locations they shall be paid for the time taken to travel via the most direct available route between the locations. This excludes travel to the first place of work and travel from the last place of work. Payment for travel time will be at the hourly rate of pay for the time taken to travel between locations.

**20.3 Uniforms and Laundry Allowances**

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by the

Employer free of cost to the Employee. The types of uniform clothing supplied may include monogrammed blouses, shirts, cardigans, pants or light wear jackets.

- (b) Instead of the provision of such uniforms, the Employer will pay such an Employee a uniform allowance at the rate prescribed in Schedule B.
- (c) Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance as prescribed in Schedule B.
- (d) The uniform allowance, but not the laundry allowance, shall be paid during all absences on paid leave, except absence on long service leave and absence on personal leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (e) Where the Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.
- (f) Each employee whose duties require them to work out of doors shall be supplied with suitable personal protective clothing (i.e Heavy weather /or waterproof jackets, safety shoes or boots, heavy socks) or equipment (e.g head, hand, eye and hearing protection). Where such clothing or equipment is not provided, the Employee shall be reimbursed reasonable costs to obtain those items.

#### 20.4 **RN On Call Allowance**

A Registered Nurse who, at the request of the employer, agrees to be on call and is rostered on call shall be paid the allowance, for each period of 24 hours or part thereof, set out in Schedule B to this Agreement. An employee on call agrees to make themselves ready and available to return at short notice to work whilst off duty.

#### 20.4 **Meal Allowance**

An employee who is required to work overtime for more than 1 hour will be provided with a meal or paid an allowance. A second meal or allowance is available after four hours.

#### 20.5 **Nauseous Allowance**

Nauseous Allowance is paid separately as an allowance.

#### 20.6 **Nurses Continuing Education Allowance**

- (a) The allowance is not payable to DON or the Clinical Manager unless it can be demonstrated to the satisfaction of the employer that more than fifty per cent of the employee's time is spent doing clinical work.
- (b) The allowance is not payable to Registered Nurses above RN Level 1.
- (c) Where an additional qualification is accepted by the employer as being directly relevant to the competency and skills used by the nurse in carrying out their duties, the Nurse may claim an allowance for qualifications relating to the following:
  - (i) Gerontological nursing, or
  - (ii) Management (in the case of a Registered Nurse classified Grade 3 or above)
  - (iii) Other qualification with a component that has application to nursing in Aged Care.

(d) The qualification allowances are:

<b>Qualification level</b>	<b>Allowance (% of hourly base rate – Registered Nurse Grade 1, Year 1 Classification)</b>
RN Post Graduate Certificate	1.5%
RN Post-Graduate Diploma or Degree	2.5%
RN Masters Degree (including a Masters Degree completed to, or that leads to, registration)/ PhD	3.0%

(e) The allowance is to be paid only for the highest relevant accepted qualification.

(f) The allowance may be paid on a pro-rata basis for non-full-time Employees.

## **21. RECALL TO DUTY**

21.1 Where the Employee is contacted by telephone or message seeking advice or authorisation, the Employee shall be paid a minimum of one hour. Subsequent calls within that hour shall not be paid.

21.2 Employees who are recalled to work overtime after leaving the employer's place of work shall be paid a minimum of four hours at the applicable overtime rate for each time so recalled. The minimum payment only applies where overtime is payable for any of the work for which the employee is recalled to perform. Provided that, except in unforeseen circumstances, an employee may not be required to work the full four hours if the tasks they were recalled to perform are completed within a shorter period.

21.3 An employee recalled to work overtime shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.

21.4 Provided that where an employee elects to use their own vehicle the employee shall be paid the per kilometre allowance set out in Schedule B to this Agreement.

21.5 This subclause shall not automatically apply to the DON or the Clinical Manager.

## **22. HIGHER DUTIES**

(a) Subject to clause 21, an employee who is called upon to relieve or act in a position of a higher classification, shall be entitled to receive the minimum rate applicable for such higher classification for that period but not less than two hours or the shift when in excess of two hours.

(b) The provisions of sub clause (a) of this clause shall not apply where the employee of the higher classification is off duty by reason of their ADO as a consequence of working a 38-hour week.

(c) Further, the provisions of sub-clause (a) of this clause shall not apply where the DON is absent from duty for a period of three working days or less for any reason other than in accordance with subclause (b) of this clause.

## **PART 3 - LEAVE**

### **23. ANNUAL LEAVE**

23.1 Employees are entitled to annual leave in accordance with the provisions of the NES. Accrual will be subject to the minimum entitlement and accrual rate under the National Employment Standards.

#### **23.2 Accrual of Annual Leave**

- (a) All employees, other than casual employees, are entitled to 4 weeks paid annual leave for each year of service with the employer.
- (b) In addition to subclause (a) the parties agree that the wages for Nursing Classifications set out in Schedule B will continue to be inclusive of a 1.92% buyout of the 5<sup>th</sup> week of annual leave otherwise available under the Nurses Award.
- (c) Shift workers are entitled to one additional week of Annual Leave with entitlement being available pro rata where the employee ceases to be required to work shifts and no longer meets the criteria at 23.2 (d) or (e).
- (d) For the purpose of the additional week of annual leave provided by the NES, a Nurse who is a shift worker is defined as an employee who:
  - (i) is regularly rostered over seven days of the week; and
  - (ii) regularly works on weekends
- (e) For the purpose of the additional week of annual leave provided by the NES, a non-Nursing employee who is a shift worker is defined as an employee who:
  - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined in clause <reference> and/or
  - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
  - (iii) For the purpose of the clause 23.2 (d) (ii), 'weekend' means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (f) 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.

#### **23.3 Payment of Annual Leave**

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's base rate of pay for the employee's ordinary hours of work in the period.
- (b) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.
- (c) Annual leave loading shall be paid in accordance with clause 23.7.

#### 23.4 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
  - (i) at least that amount of annual leave is credited to the employee; and,
  - (ii) the employer has agreed with the employee to take the annual leave during that period.
- (b) In the taking of leave, the employee shall make written application to the employer, giving reasonable notice of the desired period of such leave.
- (c) The employer will utilise its best endeavours to respond to an application for annual leave made by an employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the employer may require more notice and further time in which to approve leave requests.
- (d) Annual leave shall be taken in an amount and at a time which is approved by the employer subject to the operational requirements of the workplace. The employer shall not unreasonably withhold or revoke such approval.

#### 23.5 Direction to Take Excess Annual Leave

- (a) Where an Employee has accrued more than 2 years of paid annual leave (including additional leave for Shiftworkers) such Employee has an excessive leave accrual (**Excess Leave**).
- (b) In the circumstances of Excess Leave, the Employer may direct the Employee to take a period of annual leave (**Direction**) by giving not less than 8 weeks and not more than 12 months' notice to the employee (**Notice**), subject to the following:
  - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
  - (ii) The Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended absence within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee; and,
  - (iii) The Direction cannot result in the Employee being directed to reduce the accrued leave to less than six weeks.

#### 23.6 Cashing out of Annual Leave

- (a) An Employee may request to 'cash out' in writing for an amount of annual leave credited to the Employee (in lieu of the amount of annual leave) subject to the following:
  - (i) No more than two weeks of accrued annual leave may be 'cashed out' in any 12 month period;
  - (ii) An Employee's leave accrual must never fall below 20 days accrual;
  - (iii) Any annual leave that is 'cashed out' will be paid at the rate ordinarily paid for annual leave with annual leave loading; and,

- (iv) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of 'cashed out' annual leave.

### **23.7 Annual Leave Loading**

- (a) In addition to their ordinary pay, an Employee who is not a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay for a period of annual leave.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) The Annual Leave loadings in clause 23.7(a) are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 19 - Public Holidays.
- (d) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

### **23.8 Annual Leave and Service**

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

## **24. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE**

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

### **24.2 Entitlement to paid Personal/Carers Leave**

- (a) For each year of service with their employer, an employee is entitled to accrue up to 10 days of paid personal/carer's leave.
- (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work, and accumulates from year to year.
- (c) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.

### **24.3 Taking of Personal/Carer's Leave**

- (a) Paid personal leave is available to an Employee, when they are absent:
  - (i) due to personal illness or injury; or
  - (ii) for the purposes of providing care or support for an immediate family or household member who is ill or injured and requires the Employee's care or support or who requires care or support due to an unexpected emergency.



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

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

#### 24.5 **Personal/Carers Leave on Public Holidays**

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

#### 24.6 **Unpaid Carer's Leave**

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

#### 24.7 **Compassionate Leave**

- (a) An employee is entitled to 2 days of unpaid compassionate leave for each occasion to a maximum of 5 days per annum when a member of the employee's immediate family, or a member of the employee's household:
  - (i) contracts or develops a personal illness that poses a serious threat to their life
  - (ii) sustains a personal injury that poses a serious threat to their life
  - (iii) dies or is still born; or,
  - (iv) the employee or a member of their household suffers a miscarriage.
- (b) An employee may take compassionate leave as:
  - (i) a single continuous period of 2 days: or
  - (ii) 2 separate periods of 1 day each; or
  - (iii) any separate periods agreed with the employer.

#### 24.9 **Notice and Evidence Requirements**

- (a) To be entitled to leave under clause 24.2, an employee must give the employer notice of the period, or expected period of the leave, as soon as reasonably practicable (which may be at a time before or after the leave has started) that the employee is (or will be) absent from their employment;

- (b) Where personal or carer's leave is taken on a working day or rostered shift on the day prior to or following annual leave or a public holiday, to be entitled to pay, the employee is to provide evidence as per clause 24.9 (d) or (e) the absence will be unpaid.
- (c) The employee may be required to give the employer evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion. However, this shall not apply for two single day absences per annum.
- (d) To be entitled to personal leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (e) To be entitled to carer's leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate stating that the member requires or required care and support during the period due to personal illness or injury; or
  - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member because the member requires or required care or support during the period because of personal illness, or injury, of the member or an unexpected emergency affecting the member.
- (f) To be entitled to compassionate leave during the period, the employee may be required to give the employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
  - (ii) a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member.

#### **24.10 Independent Medical Examination**

- (a) Where, on reasonable grounds, it is considered that an employee is taking a significant amount of personal leave for unspecified reasons or the pattern is unusual, or a genuine safety issue related to the Employees' ability to meet the inherent requirements of the job has been raised they may be:
  - (i) Asked to provide a report from their General Practitioner or other relevant health practitioner; or,
  - (ii) In the absence of genuine agreement, be directed to attend a medical review by a medical practitioner nominated by the Employer for a medical examination and subsequent report. Such costs shall be paid for by the Employer.
- (b) On the request of the employee, any such report will be forwarded to the employee's General Practitioner to assist in their patient's treatment plan.

- (c) Unless there is an evident risk to the person or to others, work will continue as usual or the Employee be placed on Personal Leave until the matter is resolved.
- (d) To be clear, such a review does not displace any requirements in regard to any claim for workers compensation.

## **25. COMMUNITY SERVICE LEAVE**

25.1 Employees are entitled to community service Leave in accordance with the provisions of the NES

## **26. PARENTAL LEAVE**

26.1 Employees are entitled to parental leave in accordance with the provisions of the NES.

## **27. LONG SERVICE LEAVE**

27.1 An employee's entitlement to long service leave shall be in accordance with the provisions of the *Long Service Leave Act 1955 (NSW)*.

27.2 Where an employee has reached 15 years of eligible service, the onwards entitlement shall be 1.5 months' pay per additional 5 completed years and paid pro rata per completed year.

## **28. LEAVE WITHOUT PAY**

28.1 By agreement, an employee may be granted a period of leave without pay.

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

- (a) accruing annual leave or personal/carers leave, incremental progression, and public holidays
- (b) accruing long service leave
- (c) the qualifying period for paid and unpaid parental leave; and
- (d) the calculation of notice and severance pay in accordance with clause 33 - Termination of Employment and clause 34 - Redundancy.

## **29. CEREMONIAL LEAVE**

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

## **30. LEAVE FOR FAMILY AND DOMESTIC VIOLENCE MATTERS**

30.1 Employees are entitled to Leave for Family and Domestic Violence matters in accordance with the provisions of the NES.

30.2 A full-time or part time Employee may request 3 days paid special leave per annum (non-cumulative) and 2 days unpaid leave to deal with matters relating to family and domestic

violence as defined by the NES. Payment for any special leave being made at the Employee's base rate of pay only. Casual Employees may request unpaid absences only.

#### **PART 4 - OTHER PROVISIONS**

##### **31. SUPERANNUATION**

31.1 The employer will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time. An approved fund must offer a "My Super" product. An 'approved fund' means:

- (a) Aware Super (formerly known as First State Super)
- (b) Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
- (c) any agreed complying superannuation fund, provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.

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

31.3 Should an employee fail to nominate a fund, the employer will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.

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

##### **31.5 Contributions**

The employer shall make, in respect of qualified employees, superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.

##### **31.6 Salary Sacrifice to Superannuation**

- (a) An employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- (b) Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- (c) Employers will not use any amount that is salary sacrificed by an employee to count towards the employer's obligation to pay contributions under the SG legislation.
- (d) Contributions payable by the employer in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.

- (e) Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the employer's SG contributions.
- (f) Any allowance, penalty rate, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

## **32. CONSULTATION**

32.1 Where the Employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:

- (a) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
- (b) discuss with affected employees and their representatives (if any):
  - (i) the introduction of the changes; and
  - (ii) their likely effect on employees; and
  - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
  - (iv) commence discussions as soon as practicable after a definite decision has been made.

32.2 For the purposes of the discussion under clause 32.1(b), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:

- (a) their nature; and
- (b) their expected effect on employees; and
- (c) any other matters likely to affect employees.

32.3 An employee may appoint a person, organisation or union/association to support and/or represent them in any discussion or process under this clause 32.3.

32.4 Clause 32.2 does not require the employer to disclose confidential or commercially sensitive information to the relevant employee/s.

32.5 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause 32.1(b).

32.6 In this clause, significant effects, on employees, includes any of the following:

- (a) termination of employment; or
- (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or

- (c) loss of, or reduction in, job or promotion opportunities; or
- (d) loss of, or reduction in, job tenure; or
- (e) alteration of hours of work; or
- (f) the need for employees to be retrained or transferred to other work or locations; or,
- (g) job restructuring.

**Consultation about Changes to Rosters or Hours of Work**

32.7 This clause applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.

32.8 The employer must consult with any employees affected by the proposed change and their representatives (if any).

32.9 For the purpose of the consultation, the employer must:

- (a) provide to the employees and representatives mentioned in clause 32.1 (b) or 32.3 information about the proposed change (for example, information about the nature of the change and when it is to begin); and
- (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.

32.10 The employer must consider any views given under clause 32.9(b).

32.11 This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

**33 TERMINATION OF EMPLOYMENT**

**33.1 Notice of Termination**

- (a) Subject to paragraphs (b), (c) and (d) below, at the time of termination the Employer must provide the following periods of notice to all Employees other than casuals:

Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) An Employee over 45 years of age is entitled to one extra weeks' notice if the Employee has completed at least two years of continuous service.
- (c) Casuals are to be given notice to the end of their current shift worked with a minimum of two hours paid.
- (d) Payment in lieu of notice prescribed above shall be made if the appropriate notice period is not to be worked.

- (e) Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.
- (f) Employees are required to give the same notice period at clause 33.1 (a).

**34. REDUNDANCY**

34.1 Redundancy is governed by legislation, currently the NES.

34.2 Minimum Payment

- (a) In addition to notice at clause 33.1, persons employed by Mareeba Aged Care on the date of operations shall be entitled to the following:
- (b) Where the employee is under 45 years of age, the employer shall pay the employee in accordance with the following scale:

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

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

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

- (c) Persons employed after the date of operation shall be limited solely to the entitlements of the NES.
- (d) "Week's pay" means the Employee's average pay, excluding 'on occurrence allowances' over the preceding twelve months from the date of termination.

### **35. DISCIPLINARY AND MANAGING UNDERPERFORMANCE PROCEDURES**

An employee required to attend a disciplinary meeting will be entitled to ordinary pay for the duration of meeting.

#### Investigative procedure

35.1 When a question is raised about the Employee's underperformance, conduct or behaviour the Employer will conduct a fair investigation, having proper regard to procedural fairness and the factors set out below.

35.2 Important procedural factors at this point in time include:

- (a) That the reason for any interview is explained to the employee.
- (b) A reasonable opportunity is to be provided for a representative or support person of the Employee's choice to attend any interviews or meetings conducted by the Employer with the Employee, provided that this shall not unduly delay processes. Other than the Employee, attendance may be in person, by videoconference or by telephone.
- (c) Prior to a response being sought from the Employee to the matters raised, the Employee will be provided, in writing, relevant details of the Employer's concerns and specific allegations, as well as possible outcomes if the allegations are proven or the underperformance continues.
- (d) The Employee will be given opportunity to respond to the concerns or allegations. This may be given in writing and any responses given shall be taken into account before a decision is reached.
- (e) The Employee may decline to answer any questions relating to the investigation. In which case, the Employer may reach a decision on the information and evidence to hand.
- (f) If the Employee raises an issue in their response to concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the other matters either concurrently or at a later time if the issue is not relevant to the outcome of the performance/ underperformance concerns.
- (g) The employer may suspend an employee with pay (including allowances, loadings and penalty rates) for a period as is reasonably necessary to conduct the investigation or to deliver the outcome of the investigation.
- (h) When the investigation has been completed, the Employer will advise the Employee of the Employer's decision in regard to the outcome of the investigation in writing, with reasons provided for the outcome. Where the outcome is delivered in a meeting, the employee may invite a support person or representative to be present.

#### Outcome of Investigation

35.3 After considering all the information reasonably available on the matter, and if the employer determines that misconduct/behaviour or underperformance issues have occurred, the Employer may, having regard to the degree of misconduct or underperformance :

- (a) Take no further action;
- (b) Counsel the employee and identify and provide appropriate training;
- (c) Issue a verbal warning;



- (d) Issue a formal written warning; or,
  - (e) Issue a 'first and final' formal written warning for a significant breach not warranting dismissal.
- 35.4 In regard to misconduct only, the Employer may decide to:
- (a) Terminate the Employee's employment with notice where the conduct warrants this outcome or results from a breach of a 'first and final' warning; or,
  - (b) Terminate the Employee's employment without notice where the conduct is determined to be serious misconduct within the meaning of the Fair Work Act
- 35.5 In regard to continued underperformance, the Employer may dismiss the employee with notice where the underperformance has continued and a reasonable period to improve have been given, and the employee, having had the opportunity to improve their performance, and has failed to meet expectations.

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

- 36.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- 36.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 36.3 Any direction issued by the employer pursuant to sub-clauses 36.1 and/or 36.2 shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents.
- 36.4 Where an employer has decided there is no longer a requirement for a Clinical Manager or Clinical Nurse Educator to be appointed in a workplace, the employer shall ensure that the workload previously performed by that nurse manager is adequately allocated to other management employees, and that the workloads of all other nurses on the nursing care roster within that workplace will remain consistent with their substantive role, duties and classifications.

### **37. WORKPLACE HEALTH AND SAFETY**

The parties to this Agreement are committed to ensuring that their workplace is safe from risks arising from matters including, but not limited to, manual handling, workplace bullying and occupational violence. These risks shall be reduced or eliminated by the use of policies, guidelines and training.

### **38. WORKLOAD MANAGEMENT**

- 38.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- 38.2 The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of high quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.

38.3 Should any Employee feel that their workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with their Manager. The employer reserves the right to decide whether the workload is excessive or not.

38.4 Factors in an assessment may include:

- (a) A clinical assessment of residents' needs
- (b) The demand of the environment such as facility layout
- (c) Statutory obligations; and,
- (d) Accreditation standards.

### **39. ATTENDANCE AT MEETINGS**

Wherever possible, the employer will hold meetings within the employee's ordinary hours. Any employee required by the employer to attend meetings outside the employee's ordinary hours shall be entitled to receive the applicable rate of pay for the minimum engagement or actual time spent in attendance at such meetings, whichever is greater. In lieu of receiving payment, employees may, with the agreement of the employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meetings.

### **40. TRAINING**

40.1 Employees will be given on-going training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. The organisation will facilitate access to the appropriate resources to undertake the training provided and the skills necessary to utilise those resources.

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

40.3 Upon termination of the employee's employment the employer shall provide to the employee a written statement of the hours of training attended by the employee.

40.4 Where practicable, such training shall be provided to employees during their normal rostered hours of work. Where this is not practicable:

- (a) Employees shall attend training outside their normal rostered working hours when required to do so by the employer;
- (b) The employer shall provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours;
- (c) Any employee required to attend training outside the employee's normal rostered working hours, shall be paid the applicable rate for the minimum engagement or actual time spent in attendance at training, whichever is greater.
- (d) The employer requiring an employee to attend training shall also pay to the employee ordinary pay for time travelling to and from a period of training referred to in sub-clause (c) that is in excess of the time normally taken for that employee to attend work.
- (e) When receiving travelling time as set out in sub-clause (d), an employee using their own vehicle for attendance at such training shall be paid the per kilometre allowance set out in Schedule B.

- (f) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in Clause 13.3 - Hours of Work. Where practicable, similar arrangements should also be made available to all other employees.
- (g) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels.
- (h) Where voluntary training occurs within the applicable breaks between shifts, that time will be paid at ordinary rates only.
- (i) Participation in assigned eLearning modules shall be paid for the recommended timing or 15 minutes per subject sub-unit (however described) whichever is the higher.

#### **41. CONTINUING PROFESSIONAL DEVELOPMENT (CPD)**

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

#### **42. AMENITIES**

- 42.1 The minimum standards as set out in all relevant Workplace Health and Safety legislation shall be met in the provision of amenities to employees.

#### **43. INSPECTION OF LOCKERS**

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

#### **44. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS**

- 44.1 The Employee may request change in working arrangements

Clause 44 applies where an employee has made a request for a change in working arrangements under section 65 of the Act

NOTE 1: Section 65 of the Act provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in section 65(1A). Clause 44 supplements or deals with matters incidental to the NES provisions.

NOTE 2: An employer may only refuse a section 65 request for a change in working arrangements on 'reasonable business grounds' (see section 65(5) and (5A)).

NOTE 3: Clause 44 is an addition to section 65.

#### 44.2 Responding to the request

Before responding to a request made under section 65, the employer must discuss the request with the employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the employee's circumstances having regard to:

- (a) the needs of the employee arising from their circumstances;
- (b) the consequences for the employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

NOTE 1: The employer must give the employee a written response to an employee's section 65 request within 21 days, stating whether the employer grants or refuses the request (section 65(4)).

NOTE 2: If the employer refuses the request, then the written response must include details of the reasons for the refusal (section 65(6)).

#### 44.3 What the written response must include if the employer refuses the request

- (a) Clause 44.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 44.2.
- (b) The written response under section 65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (c) If the employer and employee could not agree on a change in working arrangements under clause 44.2, then the written response under section 65(4) must:
  - (i) state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
  - (ii) if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

#### 44.4 What the written response must include if a different change in working arrangements is agreed

If the employer and the employee reached an agreement under clause 44.2 on a change in working arrangements that differs from that initially requested by the employee, then the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

#### 44.5 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 44, can be dealt with under clause 45 — Dispute resolution.

## **45. DISPUTE RESOLUTION PROCEDURES**

- 45.1 This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 45.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 45.3 If the dispute is not resolved through discussion as mentioned above, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 45.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this clause, a party to the dispute may refer it to the Fair Work Commission.
- 45.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration.
- 45.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 45.7 The parties agree that Disputes over workloads (Clause 38), may only be dealt with by conciliation conference and are not subject to Arbitration without the consent of all parties
- 45.8 While procedures are being followed under this clause in relation to a dispute:
- (a) work must continue in accordance with this Agreement and the Act; and
  - (b) an employee must not unreasonably fail to comply with any direction given by the employer about performing work, whether at the same or another workplace, that is safe and appropriate for the employee to perform.
- 45.9 An employee who is a party to the dispute may appoint a person, organisation or union/association to support and/or represent them in any discussion or process under clause 45.
- 45.10 Clause 45.8 is subject to any applicable Workplace Health and Safety legislation.

## **46. UNION DELEGATES**

- 46.1 The employer recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 46.2 The employer will recognise one delegate from each union. Upon receipt of written notification from each of the respective Unions, a delegate will be released from work to attend union business in accordance with the following:
- (a) up to 3 days leave to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
  - (b) a minimum of 4 weeks' written notice, or less by agreement, must be provided to the employer of a request to attend such union business. The notice must specify the time and nature of the union business; and

- (c) subject to operational requirements an employer shall not unreasonably refuse such a request.
- 46.3 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 46.4 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where requested and available) for the purpose of carrying out their work as a delegate.

**EXECUTION:**

**SIGNING CLAUSE**

DATED this                            day of                            2022

I declare that I am authorised to sign this Agreement on behalf of the Employer

.....  
Signature on behalf of Mareeba Aged Care

.....  
Print Name

.....  
Position

6 Rannoch Avenue, Maclean New South Wales 2463

Witness

DATED this                            day of                            2022

.....  
Signature

.....  
Print Name

6 Rannoch Avenue, Maclean New South Wales 2463

**EMLOYEE**

DATED this                      day of                      2022

I declare that I am an Employee of Mareeba Aged Care and that my employment will be covered by the terms of the *Mareeba Aged Care Enterprise Agreement 2021-2022*.

.....  
Signature

.....  
Print Name

.....  
Position

6 Rannoch Avenue, Maclean New South Wales 2463

Witness

DATED this                      day of                      2022

.....  
Signature

.....  
Print Name

6 Rannoch Avenue, Maclean New South Wales 2463



## SCHEDULE A - EMPLOYMENT CLASSIFICATIONS AND DEFINITIONS

Higher Levels are expected to perform work at a lower level as required from time to time.

This Schedule contains the following employment classifications and definitions:

### Progression through pay points

Unless otherwise specified, progression for all classifications for which there is more than one pay point, will be by annual movement to the next higher pay point, or in the case of a part time or casual employee 1,786 worked hours, having regard to the acquisition and use of skills and knowledge gained through experience in the practice settings over such a period.

Movement from GSE 'New Entry' to GSE Level 1 shall occur when the employee has reached 500 hours of industry experience.

Progression to a higher classification is based on the employer's requirement and the employee's qualifications, experience, demonstrated skills and merit.

## NURSING CLASSIFICATIONS

All Nurses are expected to maintain cleanliness of the residential area including making beds, rearranging light furniture and personal possessions of residents, concurrent with their general nursing duties as per the relevant position description and Mareeba duty guides.

### Nursing Assistants

**Nursing assistant** means an employee, other than one registered with the Nursing and Midwifery Board of Australia or its successor or one who is in training for the purpose of such registration, who is under the direct control and supervision of a Registered or Enrolled nurse and whose employment is to assist an RN or EN in the provision of nursing care to residents.

**Nursing care** means:

- giving assistance to a person who, because of disability, infirmity or medical condition is unable to maintain their bodily needs without frequent assistance;
- carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- assisting a registered or enrolled nurse to carry out their duties.

Experienced Nursing Assistants who have completed the relevant medication module of the Certificate IV in Aged Care (currently titled Administer and monitor medications) may administer medication to residents.

### Enrolled Nurses

Provide support, direction and education to newer or less experienced staff, including another EN who completes a Certificate IV in Nursing which entitles the Employee to register as an Enrolled Nurse and is endorsed to administer medications. Provide support, direction and education to newer or less experienced staff, including other ENs.

Enrolled Nurse (with Notation) **means** a person enrolled by the Board with the notation '**Does not hold Board-approved qualification in administration of medicines**' placed on their registration.

## **Registered Nurses**

### **Registered Nurse – RN Level 1**

An employee at this level performs their duties:

- according to their level of competence; and,
- under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction
- Performs general nursing duties registration as a Nurse with the Australian Health Practitioner Regulation Agency (“AHPRA”) including an ability to:
  - deliver direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
  - coordinate services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
  - provide education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
  - provide support, direction and education to newer or less experienced staff, including EN’s and NAs.

### **Clinical Care Coordinator – RN Level 3**

Clinical Care Coordinator means a Registered Nurse appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility (but does not have managerial responsibilities), and who, in addition to care/lifestyle planning, oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and performs duties which substantially include, but are not confined to:

- providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or
- providing clinical leadership and role modelling for less experienced and non-registered staff; and/or
- implementation and evaluation of education or staff development programs relevant to the residential aged care facility.

### **Deputy DON Registered Nurse—Level 4**

An employee at this level:

- holds any other qualification required for working in the employee’s particular practice setting; and
- is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.
- Duties of an Assistant director of nursing (education) will substantially include, but are not confined to:
  - providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee’s area of responsibility
  - coordination and promotion of nurse education research projects; and,
  - contribute to facilitating quality nursing care.

### **Director of Nursing (DON) Registered nurse level 5**

An employee at this level holds any other qualification required for working in the employee's particular setting.

In addition to the duties of an RN Level 4, The DON will perform the following duties:

- managing the budget of the Facility.
- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit
- the development and evaluation of nursing policy
- providing leadership, direction and management accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors
- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection
- ensuring that nursing services meeting changing needs of Residents through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

### **CARE SERVICE & GENERAL SERVICE EMPLOYEES (CSE and GSE )**

#### **Care Service or General Service Employees – Level 1 – less than 500 hours in industry**

An employee who has less than three months work experience in the industry and performs basic duties:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Typical Roles: General clerk, Food services assistant, Laundry hand, Cleaner, Assistant gardener

#### **Care Service or General Service Employees - Level 2 – more than 500 hours in industry**

An employee at this Level:

- works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team; and
- requires no previous experience or training.

Typical Roles: General clerk, Food services assistant, Laundry hand, Cleaner, Assistant gardener

#### **Care Service or General Service Employees - Level 3**

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;

- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or relevant skills training or experience; and
- in the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Typical Roles: General clerk/Typist (second and subsequent years of service), Cook, Receptionist, Recreational/Lifestyle activities officer (unqualified), Pay clerk

#### **Care Service or General Service Employees - Level 4**

An employee at this level:

- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Typical Roles: Senior clerk, Senior cook (trade), Senior receptionist, Maintenance/Handyperson (qualified), Gardener (trade or TAFE Certificate III or above), Recreational/Lifestyle activities officer (qualified).

#### **Care Service or General Service Employees - Level 5**

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team; may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Typical Roles: Secretary, interpreter (unqualified) or Chef

#### **Care Service or General Service Employees - Level 6**

An employee at this level:

- is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- works either individually or in a team;

- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities; possesses well developed communication, interpersonal and/or arithmetic skills; and
- may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Typical Roles: Maintenance tradesperson (advanced), Senior chef, Gardener (advanced)

### **Care Service or General Service Employees - Level 7**

An employee at this level:

- is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability and responsibility;
- may supervise the work of others, including work allocation, rostering and guidance;
- works either individually or in a team;
- may require comprehensive computer knowledge or be required to use a computer on a regular basis;
- possesses developed administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- May require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Typical Roles: Clerical supervisor, Chef /Food services supervisor, Gardener superintendent, General services supervisor

## **PERSONAL CARERS (PCs)**

### **Personal Carer - Level 1 (CSE Level 2)**

Such an Employee would not need to possess any accredited training or experience.

An employee at this Level:

- demonstrates and displays empathy and care for Residents as individuals by supporting and encouraging Residents to maintain a healthy and active lifestyle designed to meet their individual wellbeing levels;
- individual works within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- works under direct or routine supervision, either individually or in a team;
- identifies changes in residents wellbeing or behaviour and reports this to a Nurse or higher level PCW; and,
- provides personal care to Residents including but not limited to assistance in meals, toileting, bathing, dressing, general personal cleanliness and appearance.

### **Personal Carer - Level 2 (CSE Level 3)**

An employee at this level:

- performs the work of a PCW Level 1
- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or relevant skills training or experience;
- responds to and assists a colleague who indicates concern for a Resident in timely and appropriate manner; and
- may hold a relevant Certificate II qualification (or possesses equivalent knowledge or skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Training or experience in the following is also a requirement:

- first aid equal to a basic first aid certificate,
- manual handling,
- infection control,
- communication skills, and
- basic personal care of residents.

### **Personal Carer - Level 3 (CSE Level 4)**

An employee at this level:

- performs the work of a lower level Personal Carer
- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.
- holds a relevant Certificate III qualification (or possesses equivalent knowledge or skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Training or experience in the following is also a requirement:

- Basic computer skills,
- Dealing with dementia,

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

Classification	Current	Current	First Pay Period on or after 1/12/2021	First Pay Period on or after 1/12/2021
	Per Hour	Per Week	Per Hour	Per Week

**Assistant in Nursing (AIN)**

	Per Hour	Per Week	Per Hour	Per Week
<b>AIN Trainee. To be removed - Training Agreement</b>	\$11.27	\$428.26	1.60%	Discontinued
Pay Point 1	\$23.25	\$883.50	\$23.62	\$897.64
Pay Point 2	\$23.62	\$897.56	\$24.00	\$911.92
Pay Point 3 and thereafter	\$24.02	\$912.76	\$24.40	\$927.36

<b>AIN: holder of a relevant Cert III qualification</b>	\$24.79	\$942.02	\$25.19	\$957.09
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**EN (not authorised to administer medication)**

Pay Point 1	\$25.53	\$970.15	\$25.94	\$985.67
Pay Point 2	\$26.03	\$989.12	\$26.45	\$1,004.94
Pay Point 3	\$26.35	\$1,001.21	\$26.77	\$1,017.23
Pay Point 4	\$26.90	\$1,022.07	\$27.33	\$1,038.42
Pay Point 5 and thereafter	\$29.40	\$1,117.37	\$29.88	\$1,135.25

**EN**

Pay Point 1	\$28.50	\$1,083.00	\$28.96	\$1,100.33
Pay Point 2	\$28.92	\$1,098.96	\$29.38	\$1,116.54
Pay Point 3 and thereafter	\$29.42	\$1,117.96	\$31.40	\$1,193.20

**Registered Nurse Level 1**

Pay Point 1	\$32.98	\$1,253.24	\$33.51	\$1,273.29
Pay Point 2	\$34.55	\$1,312.90	\$35.10	\$1,333.91
Pay Point 3	\$36.11	\$1,372.18	\$36.69	\$1,394.13
Pay Point 4	\$37.88	\$1,439.44	\$38.49	\$1,462.47
Pay Point 5 and thereafter	\$40.11	\$1,524.18	\$40.75	\$1,548.57

**Registered Nurse Level 3**

Pay Point 1	\$43.44	\$1,650.69	\$44.13	\$1,677.11
Pay Point 2	\$44.62	\$1,695.61	\$45.34	\$1,722.74
Pay Point 3	\$45.67	\$1,735.57	\$46.40	\$1,763.34
Pay Point 4	\$46.84	\$1,780.00	\$47.59	\$1,808.48
Pay Point 5	\$47.97	\$1,822.95	\$48.74	\$1,852.11

**Registered Nurse Level 4**

ADON	\$49.54	\$1,882.52		Discontinued
DDON	\$51.27	\$1,948.26	\$52.09	\$1,979.43

Classification or Allowance	Current	Current	First Pay Period on or after 1/12/2021	First Pay Period on or after 1/12/2021
	Per Hour	Per Week	Per Hour	Per Week
<b>Registered Nurse Level 5</b>			1.60%	1.60%
<b>DON</b>	\$55.65	\$2,114.70	\$56.54	\$2,148.54

Nurse Specific Allowances	Per event	Per event
Continuing education allowance: RN PG Cert		\$19.10
Continuing education allowance: RN PG Dip or Degree		\$31.83
Continuing education allowance: RN Masters or PhD		\$38.20
<b>On call</b>	\$22.51	
On call Monday to Friday		\$25.47
On call ADO , RDO, Pub Hol & Weekends		\$40.02
<b>RN in charge</b>	\$37.79	\$38.39

<b>Care Service or General Service Employees:</b>				
Level 1 <500 hours exp			\$22.11	\$840.00
Level 2 >500 hours exp	\$22.90	\$870.37	\$23.27	\$884.30
Level 3	\$24.04	\$913.46	\$24.42	\$928.07
Level 4	\$25.41	\$965.58	\$25.82	\$981.03
Level 5	\$27.80	\$1,056.40	\$28.24	\$1,073.30
Level 6	\$28.91	\$1,098.58	\$29.37	\$1,116.16
Level 7	\$31.79	\$1,208.02	\$32.30	\$1,227.35

<b>Clerical &amp; Administrative Employees:</b>				
Clerical 1	\$23.79	\$903.97	\$24.17	\$918.43
Clerical 2	\$24.04	\$913.46	\$24.42	\$928.07
Clerical 3	\$25.63	\$973.92	\$26.04	\$989.51
Clerical 4	\$27.80	\$1,056.40	\$28.24	\$1,073.30
Clerical 5	\$33.10	\$1,257.77	\$33.63	\$1,277.89



<b>Common Allowances</b>	<b>Per event</b>	<b>Per Week</b>	<b>Per event 1.60%</b>	<b>Per Week 1.60%</b>
<b>Combined Uniform &amp; Laundry - time worked</b>	\$1.79	\$8.95		
<b>Combined Uniform &amp; Laundry - On leave</b>	\$1.44	\$7.20		
<b>Uniform – lesser of:</b>			\$1.46	\$7.32
<b>Laundry – lesser of:</b>			\$0.36	\$1.78
<b>Vehicle: Per Kilometre</b>	\$0.80		\$0.80	
<b>Meals</b>				
After 1 hour overtime			\$13.78	
After 4 hours overtime			\$12.42	
<b>On Call meal break</b>	\$11.18		\$11.85	