



THE SALVATION ARMY – LINSELL LODGE

**NURSING EMPLOYEES
(AGED CARE)**

ENTERPRISE AGREEMENT

2023

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2. APPLICATION AND OPERATION OF AGREEMENT

2.1 TITLE

This Enterprise Agreement shall be known as *The Salvation Army – Linsell Lodge Nursing Employees (Aged Care) Enterprise Agreement 2023*.

2.2 PARTIES BOUND

This Agreement shall be binding on:

- the employer The Salvation Army (Vic) Property Trust for The Salvation Army (SA) Social Work (ABN 45 781 882 681) as the employer of Linsell Lodge, and
- the Australian Nursing and Midwifery Federation South Australian Branch, and
- employees performing work within the classifications contained in the Agreement and employed at Linsell Lodge.

2.3 DATE AND PERIOD OF OPERATION

2.3.1 This Agreement comes into operation seven days after it is approved by the Fair Work Commission (or otherwise named) and its nominal expiry date is 31 July 2026.

2.3.2 The first wage increase identified in clause 5.6 (Wages) and Appendix 1 shall be effective from the first full pay period on or after 1 August 2023.

2.4 NO EXTRA CLAIMS AND SAVINGS

2.4.1 The parties undertake that, except as provided under the terms of this Agreement, no further wage increases or variation of conditions will be sought before 31 July 2026.

2.4.2 No employee shall suffer any loss or diminution of entitlements (whether accrued or otherwise) on terms and conditions of employment in place prior to the commencement of this Agreement by reason only of this Agreement coming into force.

2.5 DEFINITIONS

Accrued day off (ADO) means a paid day off accrued by an employee who works no more than 19 days in a four-week period of 152 hours by mutual agreement.

Act means the *Fair Work Act 2009*, as amended or replaced.

Agreement means *The Salvation Army – Linsell Lodge Nursing Employees (Aged Care) Enterprise Agreement 2023*.

Base rate of pay means a rate of pay for a period worked that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

Credit means time accrued towards an ADO.

Debit means time not accrued towards an ADO that would otherwise have been accrued due to the employee's absence from an extended night shift, as per clause 6.1.6(d)(ii).

Employees means all employees whose employment is subject to this Agreement.

Employer means The Salvation Army - Linsell Lodge.

Grossed up means as identified by the Australian Taxation Office rulings in relation to fringe benefits tax legislation and salary sacrifice arrangements.

Immediate family is as defined in clause 7.2.1.

Mutual agreement means agreement between the employer and an employee as allowed for in this Agreement.

National Employment Standards (NES) are those established by the *Fair Work Act 2009*.

Nursing care means activities undertaken by a nurse, student nurse, student Enrolled Nurse or Assistant in Nursing in order to:

- (a) assess the nursing needs of the individual client, the family or community group.
- (b) develop a nursing care plan in association with the patient/client and/or their family and with other appropriate health professionals.
- (c) implement care plans.
- (d) evaluate the effectiveness of the care provided in terms of the outcomes of the nursing intervention.
- (e) appropriately revise the plan of care.

Regulations mean the *Fair Work Regulations 2009* as permitted under the Fair Work Commission.

Rostered day off means the normal unpaid days off duty provided for in accordance with a roster.

Standard rate means the minimum weekly wage for a Registered Nurse Level 1 Year 1 as per Appendix 1. The weekly wage is calculated by multiplying the hourly wage by 38.

The Salvation Army means The Salvation Army (Vic) Property Trust as Trustee for The Salvation Army (SA) Social Work (ABN 45 781 882 681).

Union means the Australian Nursing and Midwifery Federation South Australian Branch, an organisation of employees registered pursuant to the Act.

2.6 OBJECTIVES

2.6.1 The Agreement commits the employer and its employees to achieve best practice standards in all aspects of the operations of the business, in meeting the requirements of the *Aged Care Act 1997*, as amended or replaced, in particular the accreditation process and standards of care.

2.6.2 The Agreement aims at continually improving communication, consultation in relation to major change and cooperation at the workplace level between management and staff. The Agreement recognises the important contribution of staff members to ensuring the employer's future.

2.6.3 The Agreement will enable the parties to develop and implement strategies that are designed to recognise and achieve productivity improvements at the workplace, without impairing quality of service, to further improve productivity and enhance job satisfaction, security and remuneration in a stable employee relations environment.

2.7 ANTI-DISCRIMINATION

- 2.7.1** It is the intention of the employer to achieve the principal object of section 3(e) of the Act through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, religion, political opinion, national extraction, social origin, age, medical record, criminal record, marital or relationship status, impairment, mental or physical disability, nationality, sexual orientation, trade union activity or other attribute as defined by relevant legislation.
- 2.7.2** Accordingly, in fulfilling their obligations under clause 3.3 (Dispute Settlement/Resolution Procedure) the employer must make every endeavour to ensure that neither the Agreement nor their operation are directly or indirectly discriminatory in their effects.
- 2.7.3** Nothing in this clause is to be taken to affect:
- (a) any different treatment (or treatment having different effects) which is specifically exempted under Commonwealth anti-discrimination legislation.
 - (b) an employee, employer or registered organisation pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights Commission.
 - (c) any exemptions under the Act.

2.8 RENEGOTIATION OF AGREEMENT

The parties bound agree that negotiations for a new enterprise agreement should commence no later than three months prior to the expiration of this Agreement, and that this Agreement will continue in force until superseded or rescinded.

2.9 THE NATIONAL EMPLOYMENT STANDARDS AND THIS AGREEMENT

- 2.9.1** The National Employment Standards (NES) and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.
- 2.9.2** This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 2.9.3** The employer must ensure that copies of this Agreement and the NES are available to all employees to whom they apply, either on a notice board which is conveniently located at or near the workplace or through accessible electronic means. The employer shall provide an employee with a copy of the Agreement on request of the employee.

2.10 RELATIONSHIP TO FEDERAL LAW

No term of this Agreement shall operate where it is unlawful because it contains a discriminatory or other objectionable term, including a term which removes any obligation to provide a minimum entitlement imposed by federal law. A term of this Agreement shall be modified or excluded to the extent that it is unlawful and in particular where it removes or provides a lesser benefit to any minimum entitlement which The Salvation Army must provide as required by the Fair Work Commission.

3. CONSULTATION AND DISPUTE PROCEDURES

3.1 CONSULTATION AND COMMUNICATION

- 3.1.1** The parties commit to continuing dialogue over the operation of the provisions of the Agreement.
- 3.1.2** Where it becomes apparent that a provision or provisions contained in this Agreement are no longer permissible content as a consequence of the operation of the Act or Regulations (thereby becoming a provision of concern), the parties commit to holding discussions as soon as practicable to discuss the effect of the Act or Regulations and commit to take all reasonable measures to uphold the intended effect of the provision or provisions of concern.
- 3.1.3** The parties are committed to consultation and communication throughout all management levels of the employer, as effective mechanisms for communication are fundamental to the achievements of greater productivity, efficiency, flexibility and job satisfaction.

3.2 INTRODUCTION OF CHANGE

- 3.2.1** This clause applies if:
- (a) the employer has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise, that is likely to have a significant effect on employees of the enterprise; or
 - (b) the employer proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 3.2.2** For the purposes of this clause, **relevant employees** means the employees who may be affected by the proposed change
- 3.2.3 Major workplace change**
- For a major change referred to in 3.2.1(a):
- (a) the employer must notify the relevant employees and their representatives of the decision to introduce the major change, and
 - (b) clauses 3.2.4, 3.2.5 and 3.2.7 to 3.2.11 apply.
- 3.2.4** In this term, a major change is likely to have a significant effect on employees if it results in:
- (a) termination of employment; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

3.2.5 If a term in the enterprise agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in clause 3.2 are taken not to apply.

3.2.6 Change to regular roster or ordinary hours of work

For a change referred to in clause 3.2.1(b):

(a) the employer must notify the relevant employees and their representatives of the proposed change; and

(b) clauses 3.2.7 to 3.2.11 apply

unless the employee's working hours are irregular, sporadic or unpredictable.

3.2.7 Consultation

The relevant employees may appoint a representative, which may be the union, for the purposes of the procedures in this term.

3.2.8 If:

(a) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and

(b) the employee or employees advise the employer of the identity of the representative

the employer must recognise the representative.

3.2.9 As soon as practicable after making its decision or proposing to introduce the change as described in clause 3.2.1, the employer must:

(a) discuss with the relevant employees and their representatives:

(i) the introduction of the change, and

(ii) the effect the change is likely to have on the employees, and

(iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees, and

(b) for the purposes of the discussion, provide, in writing, to the relevant employees and their representatives:

(i) all relevant information about the change, including the nature of the change proposed, and

(ii) information about the expected effects of the change on the employees, and

(iii) any other matters likely to affect the employees, and

(c) invite the relevant employees and their representatives to give their views about the impact of the change (including any impact in relation to the employees' family or caring responsibilities).

3.2.10 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or to the union.

3.2.11 The employer must give prompt and genuine consideration to matters raised about the proposed change by the relevant employees.

3.3 DISPUTE SETTLEMENT/RESOLUTION PROCEDURE

3.3.1 If a dispute relates to:

- (a) a matter arising under the Agreement, or
- (b) the National Employment Standards,

this term sets out procedures to settle the dispute.

3.3.2 An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.

3.3.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employee or employees and relevant supervisors and/or management.

3.3.4 If the matter is still not resolved, the parties will arrange further discussions involving more senior levels of management, as appropriate.

3.3.5 If discussions as per clauses 3.3.3 and 3.3.4 do not resolve the dispute, a party of the dispute may refer the matter to the Fair Work Commission.

3.3.6 Subject to clause 3.3.5, the parties to the dispute may agree on appropriate recourse for resolution prior to the Fair Work Commission making a determination.

3.3.7 The Fair Work Commission may deal with the dispute in two stages:

- (a) the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - (i) arbitrate the dispute, and
 - (ii) make a determination that is binding on the parties.

Note: If the Fair Work Commission arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that the Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Division 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision.

3.3.8 While the parties are trying to resolve the dispute using the procedures in this term:

- (a) an employee must continue to perform their work as they would normally unless the employee has a reasonable concern about the imminent risk to their health or safety; and
- (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - (i) the work is not safe; or
 - (ii) the *Work Health and Safety Act 2012*, the *Work Health and Safety Regulations 2012*, and/or other applicable occupational health and safety legislation would not permit the work to be performed; or

- (iii) the work is not appropriate for the employee to perform; or
- (iv) there are other reasonable grounds for the employee to refuse to comply with the direction.

3.3.9 The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.

3.4 RECOGNITION OF WORKSITE REPRESENTATIVES

3.4.1 An employee elected as an ANMF worksite representative will, upon notification to the employer, be recognised as an accredited representative of the union. An accredited worksite representative is allowed reasonable time during working hours to interview and/or meet with the employer or the employer's representative on industrial matters affecting employees whom they represent.

3.4.2 Subject to the prior approval of the employer, a worksite representative shall be allowed at a place designated by the employer for a reasonable period of time during working hours to interview a duly accredited official from the ANMF.

3.5 EMPLOYEE REPRESENTATIVES

3.5.1 For the purposes of this clause, **relevant employees** means those employees who have chosen the ANMF or an accredited worksite representative to represent them.

3.5.2 Each employee shall be accorded by the employer with a right to the representation of their choice in the resolution of workplace disputes and grievances and under the dispute settlement procedure referred to in clause 3.3.

3.5.3 The employer will, for the purposes of this clause, recognise as an ANMF representative each employee notified in writing to it by the ANMF as an accredited worksite representative. Representation by the ANMF on behalf of a relevant employee is not limited to representation by an accredited worksite representative.

3.5.4 The employer will make provision for accredited worksite representatives to devote reasonable working time to:

- (a) involvement in the representation at the workplace level of relevant employees in respect of performance and disciplinary procedures, workplace disputes and grievances and
- (b) participation in external dispute settlement procedures on behalf of relevant employees.

3.6 TRADE UNION TRAINING LEAVE

3.6.1 Five full days per year shall be allowed for an employee who is a member of the Australian Nursing and Midwifery Federation South Australian Branch and elected as a worksite representative to attend trade union training. A minimum of 14 days' notice will be given to the employer.

3.6.2 All applications for trade union training leave must be made in writing, detailing:

- the name of the employee seeking leave,
- the period of time for which the leave is sought,
- the title and description, and

- the place or places where the training will be held.
- 3.6.3** Should an ADO fall during an employee's attendance at training, a day off in lieu of that day will be granted.
- 3.6.4** Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 3.6.5** Each employee on leave approved in accordance with this clause shall be paid the rate they would otherwise have received in attendance at work.
- 3.6.6** All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending training as provided in this clause shall be the responsibility of the employee or the union.
- 3.6.7** An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.
- 3.6.8** In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the Agreement.

4. EMPLOYMENT RELATIONSHIP

4.1 EMPLOYMENT CATEGORIES

- (a) A **full-time employee** is an employee who works an average of 38 hours per week.
- (b) A **regular part-time employee** is an employee who works a regular pattern of hours which average less than 38 per week.
- Before commencing part-time employment, the employee and the employer must agree upon the hours to be worked by the employee and the rostering arrangements which will apply to those hours.
- (c) **Casual employee** is as defined under section 15A of the *Fair Work Act 2009*. That is, a person is a casual employee of an employer if:
- (i) an offer of employment made by the employer to the person is made on the basis that the employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work for the person; and
 - (ii) the person accepts the offer on that basis; and
 - (iii) the person is an employee as a result of that acceptance.
- (d) **Replacement employee** means one engaged on a written appointment for a specific period of time to replace a designated person.
- (e) **Enrolled Nurse (EN) (Certificate, Diploma and/or Advanced Diploma)** means an employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as a RN, as regulated by the Nursing and Midwifery Board of Australia (or successor registration authority), and who holds a current practising certificate.
- (f) **Student nurse** means an employee who, in order to become entitled to be registered as a registered general nurse (Division 2), is being educated in a

school approved by the Nursing and Midwifery Board of Australia (or successor registration authority) for the education of registered general nurses.

- (g) **Registered Nurse (RN)** means an employee registered by the Nursing and Midwifery Board of Australia (or successor registration authority) as a registered general nurse (Division 1) and who holds a current practising certificate and is employed as an RN as per Appendix 2.

4.2 CONTRACT OF HIRING

- 4.2.1** Employment will be terminated in accordance with the notice provisions of clauses 4.8 (Termination of Employment) and 4.9 (Redundancy (Severance)).
- 4.2.2** Notice may be given at any time provided that the termination of the employment takes effect at the end of a day's work, or by the payment or forfeiture (as the case may be) of the salaries appropriate to the said notice period.
- 4.2.3** The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.
- 4.2.4** An employee who is justifiably dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

4.3 CASUAL EMPLOYEES

- 4.3.1** A casual employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25%. This is the casual hourly rate.
- 4.3.2** Minimum engagement is for three hours.
- 4.3.3** Casual employees are not entitled to annual leave, sick leave or payment for public holidays not worked.
- 4.3.4** Casual employees will not, unless temporarily replacing a full-time employee, work more than 76 hours in any one fortnight.

4.4 REGULAR PART-TIME EMPLOYEES

- 4.4.1** In determining the regularity or otherwise of employment of a regular part-time employee, regard will be had to any period of four weeks. Any hours worked by an employee to replace temporarily another employee absent from duty which are in addition to those for which the employee is normally rostered will not be taken into account.
- 4.4.2 Engagement**
- (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 that will be applied to those hours.
- (c) The terms of the agreement may be varied by agreement and recorded in writing.

- (d) The terms of this Agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

4.4.3 Payment

- (a) For ordinary working hours, a regular part-time employee must be paid the appropriate hourly rate for the work performed.
- (b) A regular part-time employee is entitled on a pro rata basis to annual leave, personal leave, public holidays and uniform allowances.

4.4.4 Extra shifts

- (a) Where a part-time employee is rostered to work extra shifts in a fortnight, and due to the changing needs of the organisation the employee is no longer required for one or more of these extra shifts during that fortnight, the employer may cancel booked extra shifts (up to the employee's minimum contracted hours) with a minimum of three hours' notice of the cancellation.
- (b) Where a booked extra shift is cancelled with less than the three hours' minimum notice, a minimum payment of three hours will apply for the cancelled shift.

4.4.5 Overtime

- (a) Overtime will be paid in accordance with clause 6.3 (Overtime).
- (b) In the accumulation of pro rata entitlements under this Agreement, all authorised time worked in excess of rostered hours but within ordinary hours of work will receive credit for those hours.

4.5 PART-TIME & CASUAL EMPLOYEES

- 4.5.1** It is the employer's policy to limit the use of casual staff to supplement the permanent workforce required to deliver a standard of care that has been established by the federal government and which is required according to resident care levels at any given time. It is the responsibility of management to roster staff to meet resident care needs that regularly vary.

It is agreed that casual staff usage will be at levels required for supplementary labour force needs, i.e., where demand is beyond anticipated levels of staff absenteeism and therefore presents problems. New employees will be employed according to this policy.

- 4.5.2** The employer will endeavour to maintain a permanent workforce at a level to effectively deliver quality care to residents in line with resident classification variations.
- 4.5.3** The parties agree that the provisions as provided in this clause are to be a condition of employment and will be available in the terms of the clause by mutual agreement.
- 4.5.4** Employees may work additional hours in excess of their minimum contracted hours by mutual agreement with the employer. However, these additional hours will not be considered as a permanent allocation.
- 4.5.5** All wage-related entitlements such as annual leave, personal/carer's leave, redundancy, etc. will be based on the part-time employee's actual hours worked

over the previous 12 months, or from commencement of employment for those employees that have worked less than 12 months.

4.5.6 Casual conversion

Casual conversion will be in accordance with Division 4A of the *Fair Work Act 2009*, as amended or replaced. This term sets out additional provisions.

- (a) Once a casual employee has converted to full-time or part-time employment, the employee may only revert to casual employment with the written agreement of the employer.
- (b) The employer must provide an employee engaged as a casual with a copy of the provisions of clause 4.5.6 within the first 12 months of the employee's first engagement to perform work.
- (c) A casual employee's right to request to convert is not affected if the employer fails to comply with the notice requirements in paragraph (b).

4.6 EMPLOYEES APPLYING FOR SHIFTS

4.6.1 Where permanent or relief shifts become available and one or more employees express an interest in such shifts, existing employees are to be given the opportunity to apply for those shifts before an appointment of a new employee is made.

4.6.2 However, this clause does not restrict the employer from employing a new employee or allocating an available shift to any employee if, in the opinion of the employer, the decision is in the best interests of the facility.

4.7 PERFORMANCE OF RANGE OF DUTIES/SKILLS - MULTI-SKILLING

4.7.1 Multi-skilling requires mutual agreement and consultation in accordance with clause 3.1 (Consultation and Communication).

4.7.2 The employee will carry out such duties as are within the limits of the employee's skills, experience, training and classification, provided that such duties are not designed to promote de-skilling.

4.7.3 The employer may direct the employee to carry out such duties and use equipment as may be required provided that the employee has been properly training in the use of such equipment.

4.7.4 Where the employee is required to work in a new area and/or with unfamiliar equipment and the employer is made aware by the employee of their lack of experience or expertise in the area, the employer will have regard to the employee's advice and provide appropriate orientation and training.

4.7.5 Where the employer directs the employee to carry out duties in another area within the same worksite, if that is the case, the employee must advise the employer of their lack of experience or expertise in that area and the employer will have regard to the employee's advice. This may involve the employee undertaking a combination of nursing and clerical functions pertaining to nursing duties as prescribed in the relevant classification criteria.

4.8 TERMINATION OF EMPLOYMENT

4.8.1 Notice of termination by employer

- (a) In order to terminate the employment of an employee, the employer must give the employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) In addition to the notice in 4.8.1(a), employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service are entitled to additional notice of one week.
- (c) Payment in lieu of the notice prescribed in 4.8.1(a) and (b) must be made if the appropriate notice period is not required to be worked. Provided that employment may be terminated by the employee working part of the required notice period and by the employer making payment for the remainder of the period of notice.
- (d) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
- the employee's ordinary hours of work (even if not standard hours); and
 - the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - any other amounts payable under the employee's contract of employment.
- (e) The period of notice in this clause does not apply in the case of:
- dismissal for conduct that at common law justifies instant dismissal.
 - casual employees.
 - employees engaged for a specific period of time for a specific task or tasks.

4.8.2 Written notice

The employer must, as soon as practicable, but prior to the termination of the employee's employment, give to the employee a written notice containing, among other things, the following:

- (a) the date and time of the proposed termination of the employee's employment; and
- (b) details of the monetary entitlements of the employee upon the termination of the employee's employment including the manner and method by which those entitlements have been calculated; and

- (c) advice as to the entitlement of the employee to assistance from the employer, including time off without loss of pay in seeking other employment, or arranging training or retraining for future employment; and
- (d) advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.8.3 Job search entitlement

Where an employer has given notice of termination to an employee, the employee is entitled to 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.

4.8.4 Payment in lieu

If an employer makes payment in lieu for all or any of the period of notice prescribed, the period for which such payment is made must be treated as service with the employer for the purposes of computing any service-related entitlement of the employee.

4.8.5 Notice of termination by employee

- (a) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (b) If an employee who is at least 18 years old does not give the period of notice required under clause 4.8.1(a), then the employer may deduct from wages due to the employee under this award an amount that is no more than one week's wages for the employee.

4.8.6 Termination on performance or conduct grounds

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

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

An employee shall be given reasonable time to respond, and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness present. The witness may be a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.

4.9 REDUNDANCY (SEVERANCE)

4.9.1 Definitions

Business includes trade, process, business or occupation and includes part of any such business. Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment

of the employee, except where this is due to the ordinary and customary turnover of labour.

Week's pay for the purposes of this clause means the ordinary time rate of pay for the employee concerned. Provided that such rate shall exclude:

- overtime,
- penalty rates,
- disability allowances,
- shift allowances,
- special rates,
- fares and travelling time allowances,
- bonuses, and
- any other ancillary payments of a like nature.

4.9.2 Exclusions

- (a) This clause does not apply to employees with less than one year's continuous service. The general obligation of employers is to give such employees and their chosen representative, which may be the union, an indication of the impending redundancy at the first reasonable opportunity and to take such steps as must be reasonable to facilitate the obtaining by such employees of suitable alternative employment.
- (b) This clause does not apply where employment is terminated as a consequence of conduct that at common law justifies instant dismissal, or in the case of casual employees or employees engaged for a specific period of time or for a specified task or tasks.

4.9.3 Period of notice of termination on redundancy

- (a) If the services of an employee are to be terminated due to redundancy, the employee must be given notice of termination as prescribed by subclauses 4.8.1(a) or (b) (Termination of Employment).
- (b) Employees to whom notification of termination of service is to be given on account of the introduction or proposed introduction by the employer of automation or other like technological changes in the industry in relation to which the employer is engaged, must be given not less than three months' notice of termination.
- (c) Should the employer fail to give notice of termination as required by 4.8.1(a) or (b), the employer must pay to that employee the ordinary rate of pay for a period being the difference between the notice given and that required to be given. The period of notice to be given is deemed to be service with the employer for the purposes of the *Long Service Leave Act 1987*, as amended or replaced.

4.9.4 Time off during notice period

- (a) During the period of notice of termination given by the employer, an employee is entitled to up to one day off without loss of pay during each week of notice for the purpose of seeking other employment.

- (b) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview. If such proof is not produced the employee is not entitled to receive payment for the time absent. For this purpose, a statutory declaration will be sufficient.

4.9.5 Severance pay

- (a) In addition to the period of notice prescribed for termination in clause 4.8 (Termination of Employment), an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of severance pay in respect of a continuous period of service:

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
More than 9 years	16 weeks' pay

- (b) The severance payment need not exceed the amount that the employee would have earned if employment with the employer had proceeded to the employee's agreed date of retirement.

4.9.6 Incapacity to pay

The employer may make application to the Fair Work Commission for an order to have the severance pay prescription varied on the basis of the employer's incapacity to pay.

4.9.7 Alternative employment

The employer may make application to the Fair Work Commission to have the severance pay prescription varied if the employer obtains acceptable alternative employment for an employee.

4.9.8 Redundancy notice and disputes

Where an employer contemplates termination of employment due to redundancy, in addition to the written notice requirements set out at 4.8.2, as soon as practicable but prior to any redundancy the employer must notify and consult pursuant to clause 3.2 (Introduction of Change). In particular, the employer must provide the affected employee/s and their chosen representative, which may be the union, in good time, with relevant information including:

- the reasons for any proposed redundancy,
- the number and categories of workers likely to be affected, and
- the period over which any proposed redundancies are intended to be carried out.

Where an employer contemplates termination of employment due to redundancy and a dispute arises ('a redundancy dispute') and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned. Such disputes shall be resolved in accordance with clause 3.3 (Dispute Settlement/Resolution Procedure).

4.9.9 Transfer to lower paid duties

Where an employee is transferred to lower paid duties by reason of redundancy, the same period of notice must be given as the employee would have been entitled to if the employment had been terminated.

The employer may, at the employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary rate of pay and the new ordinary time rate for the number of weeks of notice still owing.

4.9.10 Employee leaving during notice

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 4.8.1 (Termination of Employment). In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

4.9.11 Transmission of business

- (a) The provisions of this clause are not applicable where a business is before or after the date of this Agreement transmitted from an employer (in this clause called the transmitter) to another employer (in this clause called the transmittee), in any of the following circumstances:
- (i) Where the employee accepts employment with the transmittee, which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service of the employee with the transmittee or
 - (ii) Where the employee rejects an offer of employment with the transmittee:
 - in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transmitter; and
 - which recognises the period of continuous service which the employee had with the transmitter and any prior transmitter to be continuous service with the transmittee.
- (b) Clause 4.9.11(a)(ii) will not be relied on if it would operate unfairly in a particular case.

4.9.12 Employer to notify Centrelink of proposed terminations in certain cases

- (a) This section applies if an employer decides to terminate the employment of 15 or more employees for reasons of an economic, technological, structural or similar nature, or for reasons including such reasons as prescribed by the Act.
- (b) As soon as practicable after so deciding and before terminating an employee's employment because of the decision, the employer must give to Centrelink a written notice prescribed by the Act and Regulations of the intended terminations, that sets out:
- the reasons for the terminations; and
 - the number and categories of employees likely to be affected; and
 - the time when, or the period over which, the employer intends to carry out the terminations.

5. RATES OF PAY AND RELATED MATTERS

5.1 CAREER STRUCTURE/CLASSIFICATION CRITERIA

5.1.1 Career structure

This Agreement provides a nursing career structure, as detailed in Appendix 2. Unless otherwise specified, references in this Agreement refer to this career structure.

5.1.2 Enrolled Nurse with Certificate qualifications

A salary scale of seven pay points for Enrolled Nurses with Certificate qualifications applies to Enrolled Nurses with Certificate qualifications and incremental progression through each step will occur in accordance with 5.2.1(b).

5.1.3 Enrolled Nurse with Diploma and Advanced Diploma of nursing qualifications

A salary scale of seven pay points for Enrolled Nurses with Diploma qualifications applies to Enrolled Nurses with Diploma qualifications and Advanced Diploma qualifications and is included in Appendices 1 and 2.

Employees classified in the Enrolled Nurse with Certificate salary scale who undertake post-graduate enrolment Diploma translate to the Enrolled Nurse with Diploma qualification salary scale on a point-to-point basis.

5.2 SALARIES – PROGRESSION AND ADVANCEMENT

5.2.1 Calculation of salaries

(a) Conversion of annual salaries to hourly rates

Where, for the purpose of any provision of this Agreement, it is necessary to convert an annual salary into an hourly rate, it will in every instance be ascertained by using the following formula: divide the annual rate by 52, divide by 38 and round up to two decimal places.

(b) Incremental payments

Employees shall be entitled to incremental progression for service in their respective classification level following the completion of 1786 actual ordinary hours of work. Progression to the next applicable increment cannot occur earlier than 12 months at the previous or existing increment.

5.2.2 Salary on appointment

- (a) A RN, on appointment, will be paid a rate of salary by reference to the employee's relevant continuous experience since becoming a RN.
- (b) An EN, on appointment, will be paid a rate of salary by reference to the employee's relevant continuous experience since becoming an EN, subject to subclause (c).
- (c) An employee who:
 - (i) was employed as a nurse attendant/direct client contact services employee immediately prior to undertaking a recognised course of study to become an EN; and
 - (ii) who is recognised as an EN by the Nursing and Midwifery Board of Australia (or successor registration authority)

must, on appointment as an EN, receive a rate of pay within the EN salary scale which is consistent with the recognition of relevant training, experience and skill gained immediately prior to undertaking the recognised EN training course.

- (d) For the purposes of this clause, in determining relevant continuous experience:
 - (i) Any period of service prior to an absence of less than five years from active nursing duties relevant to the classification in which the employee is employed, or is to be employed, will be taken into account.
 - (ii) Any period of service prior to an absence of five years or more from active nursing duties relevant to the classification in which the employee is employed, or is to be employed, will be taken into account where the employee has successfully completed a refresher course approved by the Nursing and Midwifery Board of Australia, but will be subject to a reduction of one year on the relevant incremental scales.
 - (iii) Completed months will be taken into account.
 - (iv) Recognised service in a classification higher than that in which the employee is employed or is to be employed if that service directly relevant to the duties performed or to be performed.
 - (v) The onus of proof of previous continuous employment will be on the employee and will be established at the time of employment. An employer will, when provided with evidence by an employee, accept, reject or request further particulars to establish continuous experience.
 - (vi) If an employee deliberately misrepresents previous continuous experience, such action will amount to misconduct and any service misrepresented will be disregarded in calculating the employee's position on the relevant incremental scale. When non-disclosure is

not by virtue of deliberate misrepresentation, previous continuous experience will only be taken into account in determining the employee's position on the relevant scale from the time that it is made known to the employer.

5.2.3 Higher duties

An employee who is required to perform the duties of a position carrying higher salary than their normal classification will be paid for the time worked at the relevant rate for each position.

5.2.4 Accelerated advancement – Enrolled Nurses

- (a) An employee (other than an EN appointed in their first year of experience) at pay point two or higher, will be entitled to accelerated advancement by one pay point:
- for possession of a post enrolment qualification recognised by the employer; or
 - on completion of a post enrolment course of at least six months' duration, where such an employee is required to perform duties to which such training is directly relevant.
- (b) An employee who has advanced in accordance with 5.2.4(a) will not be entitled to further accelerated advancement pursuant to this clause.

5.3 ALLOWANCES

5.3.1 On-call allowances

Nurses covered by the Agreement will not be required to be on-call.

5.3.2 Nurse in-charge allowance

- (a) A RN Level 1 or a RN Level 2 directed by the employer to take charge of the facility on a Saturday, Sunday, public holiday, or between the hours of 5.00 p.m. and 7.00 a.m. on any day, will be paid that of an RN Level 2 Year 2 for the time so worked.
- (b) An EN directed by the employer to take charge of a facility on a Saturday, Sunday, public holiday, or between the hours of 5.00 p.m. and 7.00 a.m. on any day, will be paid an allowance of \$2.50 per hour for the time so worked.
- (c) The in-charge allowances described in subclauses (a) and (b) will also apply if:
- (i) a Centre Manager, Care Manager or Clinical Coordinator is absent from onsite earlier than 5.00 p.m. for 60 minutes or more, and
 - (ii) as a result, an RN Level 1, RN Level 2 or EN is directed by the employer to take charge of the facility.

5.3.3 Uniform allowance

- (a) Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance at the rate of \$1.54 per shift (or part thereof) on duty, or \$7.79 per week, whichever is the lesser amount.
- (b) Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance of \$0.40 per

shift (or part thereof) on duty, or \$1.86 per week, whichever is the lesser amount.

- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. 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.

5.3.4 Travelling expenses

Employees required to travel at the direction of the employer must be reimbursed all expenses actually and reasonably incurred in undertaking such travel. If the employee is required to use a private vehicle, the employee must be reimbursed at the rate of not less than 96 cents per kilometre.

- 5.3.5** The allowances in clauses 5.3.2(b) and 5.3.3 will be increased in line with the wage increases in the first full pay period after 1 August for each year of the Agreement.

5.4 ALLOWANCES FOR ADDITIONAL QUALIFICATIONS

- 5.4.1** The undermentioned allowances for additional qualifications and associated conditions will apply to Registered Nurses and Enrolled Nurses in accordance with the development priorities of the employer.

- 5.4.2** A qualifications allowance of \$1,300 per annum will be paid to full-time RNs for further qualifications specialising in any of the priorities listed below and as approved by management:

- gerontology,
- continence,
- mental health nursing,
- oncology/palliative care,
- infection control, and/or
- others as approved by the employer.

- 5.4.3** A qualifications allowance of \$600 per annum will be paid to full-time ENs completing an Advanced Diploma specialising in any of the priorities listed below and as approved by management:

- gerontology,
- continence,
- mental health nursing,
- oncology/palliative care,
- infection control, and/or
- others as approved by the employer.

- 5.4.4** Full-time employees will be paid the allowances at clauses 5.4.2 and 5.4.3 fortnightly at the rate of 1/26 of the amount specified.

- 5.4.5** Part-time and casual employees will be paid the allowance at clauses 5.4.2 and 5.4.3 fortnightly at a pro rata rate per ordinary hours worked.

5.5 PAYMENT OF SALARIES

- 5.5.1** Salaries must be paid fortnightly, unless there is a written contract to the contrary in which case the period is limited to a monthly maximum period.

- 5.5.2** The employer must pay an employee no later than seven days after the day on which the employee's employment terminates:

- (a) the employee's wages owing for any complete or incomplete pay period up to the end of the day of termination; and
- (b) all other amounts that are due to the employee, including under this Agreement and the NES.

- 5.5.3** The employer must provide each employee, in a written form at the time when salaries are paid, particulars as required by the *Fair Work Act 2009* and including the following:

- (a) the name of the employer;
- (b) the name of the employee.;
- (c) the classification of the employee under each instrument under which the employee derives entitlements of employment;
- (d) the date to which the payment to which the pay slip relates was made;
- (e) the period to which that pay slip relates;
- (f) if the employee is paid at an hourly rate of pay,
 - the ordinary hourly rate, and
 - the number of hours in that period for which the employee was employed at that rate, and
 - the amount of the payment made at that rate;
- (g) if the employee is not paid at an hourly rate of pay – that rate as at the latest date to which the payment relates expressed as an hourly rate;
- (h) the gross amount of the payment (including overtime and other earnings);
- (i) the net amount of the payment;
- (j) any amount paid that is an incentive-based payment, bonus, loading, monetary allowance, penalty rate or other separately identifiable entitlement the employee has (including overtime);
- (k) the details (and particulars) in respect of each amount deducted (including tax and other deductions) from the gross amount of the payment, including the name or the name and number of the fund or account into which the deduction was paid;
- (l) if the employer is required to make superannuation contributions for the benefit of the employee,
 - the amount of each contribution made for the benefit of the employee during the period to which the pay slip relates, and
 - the name of any fund to which that contribution was made;

- (m) particulars of any other deductions;
- (n) the number of hours worked during that pay period and the hourly or fortnightly rate paid; and
- (o) accrued personal leave, annual leave and any other accruable entitlement.

5.6 WAGES

5.6.1 Wage increases provided by this Agreement will be payable from the first full pay period commencing after 1 August 2023.

5.6.2 The wage increases are detailed in Appendix 1.

5.7 SUPERANNUATION

5.7.1 Occupational superannuation contributions will be paid by the employer on behalf of the employee, into a fund nominated by the employee. If the employee does not nominate their choice, the default fund shall be the Health Employees Superannuation Trust Australia (HESTA).

5.7.2 If an employee is participating in a salary sacrifice arrangement, the employer contribution will be calculated on the employee's gross earnings which the employee would receive if not taking part in a salary sacrificing arrangement.

5.7.3 Voluntary employee contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise the employer to pay on behalf of the employee a specified amount from the pre-taxation or post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in clause 5.7.1.
- (b) An employee may adjust the amount the employee has authorised the employer to pay from the wages of the employee from the first of the month following the giving of three months' written notice to the employer.
- (c) The employer must pay the amount authorised under subclauses (a) or (b) no later than 28 days after the end of the month in which the deduction authorised under subclauses (a) or (b) was made.

5.8 SALARY SACRIFICE ARRANGEMENTS

5.8.1 Salary sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which will not exceed the grossed up taxable figure or such other amount as may be prescribed by the ATO from time to time of their remuneration in a form other than take home pay.

5.8.2 Where an employee enters into a salary sacrifice arrangement with the employer the employer will indemnify the employer against any taxation liability arising from that arrangement.

5.8.3 The employer will nominate a provider of salary sacrificing services to manage these arrangements. The employee will be responsible for the costs of managing these arrangements by the provider.

5.8.4 The employer shall meet the cost of implementing the administrative and payroll arrangements necessary for the introduction of salary sacrifice to the employees under this agreement.

- 5.8.5** The employees will be offered the opportunity to choose from the list of benefits at 5.8.8 of this clause, which will be paid by the employer, through the provider of the service, instead of receiving gross salary. Gross salary is reduced by the amount of the benefits paid by the employer. The new gross salary is then subject to PAYG tax.
- 5.8.6** All existing entitlements such as superannuation, leave loading, penalties and overtime etc., will be based on the pre-packaged salary.
- 5.8.7** The employees covered under this Agreement will have access to salary sacrifice arrangements subject to the signing of The Salvation Army's *Salary Packaging Application Form*, and adherence to the provider's terms and conditions.
- (a) Accessing a salary sacrifice arrangement is a voluntary decision to be made by the individual employee.
- (b) The employee wishing to enter into a salary sacrifice arrangement will be required to sign a document which indicates that:
- they have sought expert advice in relation to entering into such an arrangement;
 - they understand that in the event that Fringe Benefits Tax (FBT) becomes payable on the benefit items which are selected, the salary sacrifice arrangement shall lapse and a new arrangement be put in place whereby the total cost of salary sacrificing to the employer does not increase'
 - if the employee elects to continue with sacrificing, the cost of the payment of the FBT will be passed back to the employee, or benefit items can be converted back to the agreed salary as per this Agreement; and
 - that upon resignation or termination of employment the employer shall be, by deduction from final payments or upon demand, reimbursed any amounts of over-expenditure.
- 5.8.8** Benefits available to be packaged are as defined in this clause.
- (a) The employer shall pay to an employee, at their request, an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable, subject to the following:
- (i) The request must be made during the lifespan of the Agreement.
- (ii) The remuneration package shall consist of a benefit component of not more than the allowable amount of the employee's ordinary time wages under this Agreement, payable for the following as defined by the policy and procedures of the employer. These include:
- superannuation;
 - motor vehicle payments and running costs;
 - mortgage and personal loan repayments;
 - health, life and disability insurance;
 - utility expenses (e.g. electricity, gas, water, rates, etc.);
 - school fees;

- child minding expenses;
- subscriptions and memberships;
- car parking; and/or
- credit card expenses (other than cash advances).

(b) The provisions set out in clause 5.8.8(a) are subject to the terms and conditions contained in this Agreement.

5.8.9 Any agreement made pursuant to this clause is terminable by either party providing at least 14 days' notice of withdrawal from such agreement.

5.8.10 The cost of the administration of the salary packaging arrangement is to be borne by the employee and deducted from the employee's account each fortnight.

5.8.11 These arrangements are subject to the current legislation affecting salary packaging for Public Benevolent Institutions (PBIs) and may be negotiated accordingly.

6. HOURS OF WORK, SHIFTWORK, MEAL BREAKS AND OVERTIME

6.1 ORDINARY HOURS OF WORK

6.1.1 The maximum ordinary hours of work is an average of 38 per week, to be worked according to roster.

6.1.2 Rostering is by seven-day cycle, other than for Monday to Friday workers with fixed ordinary hours, except where service delivery does not extend over seven days of the week.

6.1.3 Notwithstanding 6.1.2 above, an employee may request fixed day(s) off.

6.1.4 Continuous work

Except for meal breaks and for an additional break if required, the ordinary hours of work for employees will be continuous and will not exceed 10 hours per day or shift.

(a) A shift must not exceed eight ordinary hours of work (exclusive of meal breaks and any additional breaks), unless:

- (i) research and trials have established the efficiency and effectiveness of such shifts in relation to the health unit operations and have assessed the impact of such shifts on the quality of nursing services and the occupational health of employees; and
- (ii) there is agreement with the majority of employees affected by changes in shift length; and
- (iii) there has been consultation with the relevant representative, which may be the union.

(b) The provisions of this clause, as they relate to shift length, may be set aside for specified periods of time:

- (i) by agreement between the health unit and the majority of employees affected by changes in shift length; and

- (ii) after consultation with the relevant representative, which may be the union

to allow research and trials of the nature prescribed in this clause relating to shift lengths.

- (c) These provisions do not apply to employees engaged on night shift for up to 10 hours per shift, or those who are subject to arrangements made in agreement with the employer in accordance with The Salvation Army's *Workplace Flexibility Procedure*, as amended or replaced.

6.1.5 Work cycle

- (a) The hours of work prescribed in clause 6.1.1 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 10 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) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 19 days with the twentieth day taken as an accrued paid day off; or
 - (iv) as otherwise agreed in writing between the employer and the employee.
- (b) An employee whose hours are arranged in accordance with clauses 6.1.5(a)(ii) or (iii) will not work more than eight ordinary hours on each shift.
- (c) No full-time employee is required to work ordinary hours for more than 80 hours per fortnight.
- (d) Each employee shall be entitled to not less than four full days in each fortnight free from duty, or by mutual agreement, two full days in each week free from duty. Such days shall be consecutive unless otherwise agreed.
- (e) Each shift shall consist of no more than 10 hours of work at the applicable ordinary rate of pay (not including unpaid breaks) provided that an employee shall not work more than seven consecutive shifts unless the employee so requests, and the employer agrees.
- (f) Where staff rotates through day, afternoon and extended night shifts, the ordinary hours of duty may be worked by a combination of the provisions of this clause.
- (g) All time worked in excess of eight hours on a rostered extended night shift will be a credit towards an ADO.

6.1.6 Working hours

- (a) **Average wages**
 - (i) An employee whose ordinary hours are more or less than 38 in any particular week of a work cycle will be paid on the basis of an average of 38 ordinary hours so as to avoid fluctuating wage payments.
 - (ii) Except as provided in 6.1.3, the ordinary hours of work will be an average of 38 per week to be worked in accordance with 6.1.5(a) and (b).

- (iii) The method of implementation of working hours will be by rostering employees on various days of the week so that each employee who works in accordance with 6.1.2 and 6.1.3 will have at least one ADO during each 28-day roster cycle.
- (iv) By mutual agreement, a full-time employee may work an average of 38 ordinary hours per week in a manner other than an ADO arrangement, by either:
 - having one shift in each week of less than eight ordinary hours; or
 - having one shift in each two-week period of less than eight hours' duration.
- (v) The day or days on which these shorter shifts will be worked must be mutually agreed between the employer and the employee.

(b) Banking of accrued days off

- (i) At any time, a full-time employee may seek to defer or bank for up to six months any ADO which becomes due as a result of this clause. Such deferral or banking is only by mutual agreement between the employer and the employee.
- (ii) No more than five ADOs may be banked at any given time.
- (iii) Deferred ADOs may be taken as single days or as a block in a manner mutually agreed between the employer and employee.
- (iv) If agreement cannot be reached as to how this time off should be taken, the employer may, by two weeks' notice, inform the employee of the way in which the time off must be taken.

(c) Extended night shift employees

A full-time employee, other than one exempted under 6.1.6, who is engaged to work an extended night shift of between eight and 10 ordinary hours is entitled to at least four ADOs in each 20-week period. Such days off are to be nominated by the employer in accordance with the rostering provisions in 6.1.5.

(d) Effect of leave without pay

(i) Employees working eight-hour shifts

- Employees who are absent from duty on leave without pay for a whole day will, for each day absent, lose average wages for that day calculated by deducting seven hours and 36 minutes from the average weekly wage.
- Employees who are on leave without pay for a whole day will not accrue a credit because they would not have worked ordinary hours that day in excess of seven hours and 36 minutes for which payment would otherwise have been paid.

(ii) Employees working extended night shifts

- Employees who are absent from duty on leave without pay will have deducted from their average wage an amount calculated at

the hourly rate for each hour or part thereof that the employee is absent.

(e) **Annual leave**

Entitlement to an ADO will occur upon completion of the period of work required to have accrued the necessary credit appropriate to the working arrangement.

- (i) An employee who is on annual leave will not accrue any credit (or debit in the case of employees working extended night shifts) for the first four weeks of leave taken from each year's entitlement.
- (ii) Any credit or debit standing at the start of the leave period will carry forward and be available, subject to normal rostering procedures, to the employee upon resumption of work.

(f) **Termination of employment**

Where a full-time employee paid on the average pay system prescribed by this clause has the contract of employment terminated, or terminates the employee's own employment, the following procedures will apply:

- (i) Where the employee has not taken an ADO off in the work cycle in which termination occurs, the wages due to the employee will include the credits accrued as detailed in this clause.
- (ii) Where the employee has already taken a day off during the work cycle in which the termination occurs, the wages due to the employee will be reduced by the total of credits which have not accrued during the work cycle.

(g) **Working on an ADO**

An employee required to work on a day otherwise nominated as an ADO and which is not substituted in accordance with 6.3.4(c) will be paid for work on such day in accordance with the provisions of clause 6.3 (Overtime).

6.1.7 Rosters

(a) The ordinary hours of work for each employee must be displayed on a roster in a place conveniently accessible to employees at least 14 days before the day on which the roster commences.

- (i) A roster may, however, be altered at any time to enable the nursing service of the health unit to be carried on in an emergency or when another employee is absent from duty.
- (ii) Every employee is entitled to consecutive rostered days off duty except by mutual agreement. No notice of change of roster is required when agreement exists between the employer and employee as to the change.

(b) **Night duty**

- (i) The period of night duty to be worked by an employee must not exceed eight weeks in any six-monthly period.
- (ii) The provisions under clause 6.1.7(b) may be varied by agreement with the employee, or in the instance where the employee requests a permanent night shift.

- (iii) The provisions under clause 6.1.7(b) will not apply if the employee is required to perform duty to enable the nursing service to be carried on in an emergency or when another employee is absent from duty because of illness.
- (iv) Except in cases of emergency, one week's notice will be given to an employee going on night duty.

6.1.8 Senior staff

Directors of Nursing, Assistant Directors of Nursing and Principal Nurse Educators are not covered by this Agreement.

6.1.9 Minimum interval between shifts

- (a) An employee must, wherever practicable, have at least eight hours free from duty between the completion of one rostered shift and the commencement of the next rostered shift.
- (b) Where the ordinary hours of work on a rostered shift have exceeded eight hours, the period free from duty must be at least equal to the number of ordinary hours of the shift being worked concurrently with the period free from duty.

6.1.10 Changed duty

An employee changing from night duty to day duty or from day duty to night duty must be free from duty during the next 20 hours immediately preceding the commencement of the changed duty. This clause does not apply if the employee is required to perform duty to enable the nursing services of the health unit to be carried out in an emergency or when another employee is absent from duty.

6.2 SHIFTWORK

6.2.1 Definitions

In this Agreement:

- (a) **Afternoon shift** means a complete rostered shift commencing not earlier than 12.00 noon and finishing after 6.00 p.m. on the day of the shift.
- (b) **Night shift** means a complete rostered shift worked between the hours of 6.00 p.m. and 7.30 a.m.

6.2.2 Penalty rates

- (a) All employees are to be paid the following penalty rates when working on shifts:
 - (i) For all ordinary time worked on an afternoon shift Monday to Friday inclusive: 12.5%
 - (ii) For all ordinary time worked on night shift Monday to Friday inclusive: 17.5%
 - (iii) For all ordinary time worked between midnight Friday and midnight Saturday: 50%
 - (iv) For all ordinary time worked between midnight Saturday and midnight Sunday: 75%

- (b) A casual employee will be paid shift penalties calculated on the ordinary rate of pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.

6.2.3 The additional payments specified above will not form part of an employee's ordinary pay for the purposes of this Agreement. The rates in 6.2.2 (a)(iii) and (iv) are in substitution of and not cumulative upon the rates prescribed in 6.2.2(a)(i) and (ii).

6.2.4 Daylight saving

Employees will be paid at ordinary time rates (i.e., base rate and relevant penalty rate) for the extra hour worked in the month that daylight savings ceases and have the option to either work an extra hour or to take one hour leave without pay in the month that daylight savings commences, such that it will be of no additional cost to the employer.

6.3 OVERTIME

6.3.1 Reasonable overtime

- (a) Subject to clause 6.3.1(b), an employer may require an employee to work reasonable overtime at the overtime rates set out in clause 6.3.2.
- (b) An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
 - (i) any risk to employee health and safety;
 - (ii) the employee's personal circumstances, including any family responsibilities;
 - (iii) the needs of the workplace or enterprise;
 - (iv) the notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and
 - (v) any other relevant matter.

6.3.2 All employees will be paid at overtime rates for any authorised work in excess of the ordinary working hours of a full-time employee or rostered hours set out in clause 6.1 (Ordinary Hours of Work). Employees who agree to work in excess of their rostered shift hours will be paid at the applicable overtime rate for all hours worked in excess of eight hours. The overtime rates are as follows:

- (a) Monday to Saturday inclusive is paid at the rate of 150% for the first two hours and 200% thereafter until the completion of the overtime worked.
- (b) Sunday is paid at the rate of 200% for all time worked.

For all authorised time worked, the employee will receive credit for those hours in the accumulation of pro rata entitlements under this Agreement.

6.3.3 Calculation of payments

- (a) Where an employee is paid an annualised salary, the hourly rate to be used for the calculation of overtime rates is defined in clause 5.2.1(a).
- (b) Overtime rates for employees other than casuals will be calculated on the minimum hourly rate applicable to the employee's classification and pay point, as per Appendix 1.

- (c) Overtime rates for casuals will be calculated on the casual hourly rate, as described in clause 4.3.1.
- (d) In computing overtime payments, each day's work will stand alone.

6.3.4 Recall to work

- (a) An employee who is recalled to work overtime after leaving the place of employment must be paid for a minimum of three hours' work at the appropriate rate, provided that an employee is not required to work the full three hours if the work is completed in a shorter period.
- (b) Clause 6.3.4(a) does not apply when overtime is continuous (subject to a reasonable meal break) with the completion or commencement of ordinary working time.
- (c) An employee recalled to work without notice on the employee's ADO must be paid overtime in accordance with this clause and is not entitled to substitute another day for the ADO.
- (d) Any recall on a public holiday shall be paid at the rate of 250%.
- (e) Where a full-time employee has been given prior notice (such notice to be given as soon as practicable) that the employee will be required to work on an ADO to an emergency, the employee must be paid at ordinary time for that day and a substitute day off must be granted.
- (f) Time worked in the circumstances of this clause is not regarded as overtime for the purpose of clause 6.3.5 when the actual time worked is less than the minimum of three hours on such recall or recalls.

6.3.5 Ten-hour break after overtime

- (a) An employee (other than a casual employee) who works so much overtime between the termination of ordinary work one day and the commencement of the employee's ordinary work on the next day that the employee has not had at least 10 consecutive hours off duty between those times will, subject to this clause, be released after completion of such overtime until the employee has 10 consecutive hours off duty. There will be no loss of pay for ordinary time occurring during such absences.
- (b) If on instructions of the employer such an employee resumes or continues to work without having 10 consecutive hours off duty, the employee will be paid at 200% of the minimum hourly rate applicable to their classification and pay point (or 200% of the casual hourly rate in the case of a casual employee) until so released and then be entitled to be absent until having had 10 consecutive hours off duty without loss of pay occurring during such absence.

6.3.6 Paid rest break during overtime

An employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

6.4 TIME OFF IN LIEU (TOIL)

- 6.4.1** 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.

- 6.4.2** The period of time off that an employee is entitled to take is equivalent to the overtime payment that would have been made.
- 6.4.3** Time off must be taken:
- (a) within the period of three months after the overtime is worked; and
 - (b) at a time or times within that period of three months as mutually agreed.
- 6.4.4** Hours banked can be taken as paid time off from work, provided that the employee provides the employer with at least seven days' notice of their intention to take paid time off. For full-time employees, TOIL will only accrue to a maximum of 30 hours at any time, pro rata for part-time employees.
- 6.4.5** TOIL shall be taken as soon as reasonably possible after it has accrued and at a time that is mutually acceptable to the employee and their manager, taking into account current workload and client service's needs, but in any case, should be taken within one month after being approved.
- 6.4.6** Employees may take consecutive days at the discretion of their manager, but more than two consecutive days will only be approved by the manager in exceptional circumstances.
- 6.4.7** If the employee requests, at any time, to be paid for the overtime worked instead of taking time off, the employer must pay the employee for that overtime in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- 6.4.8** If TOIL hours accrued are not taken within the period of three months mentioned in clause 6.4.3(a), the employer must pay the employee for the overtime in the next pay period following those three months. Such payment will be made at the applicable ordinary rate of pay.
- 6.4.9** In the event the employment relationship is terminated by either party, all TOIL hours accrued in accordance with clause 6.4.2 should be taken prior to the conclusion of the employment relationship.
- 6.4.10** TOIL hours accrued in accordance with clause 6.4.2, but not taken prior to termination of employment, will be paid out at the applicable ordinary rate of pay and shall not accrue annual leave or any other benefit when paid out.
- 6.4.11** An employer must not exert undue influence or pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.

6.5 MEAL BREAKS

- 6.5.1** By arrangement with the employees on each shift, an unpaid meal break must be allowed of not less than 30 minutes but not more than 60 minutes, free of all duty. The meal break on the night shift must not exceed 30 minutes. Meal breaks are not regarded as working time.
- 6.5.2** When an employee is interrupted during a meal break by a call to duty, the extent of the interruption must be counted as time worked and the employee must be allowed to continue such meal break as soon as practicable. Should it be impracticable for the employee to complete such meal break during the remainder of the ordinary working hours, the employee must receive the appropriate overtime pay for the interrupted meal break.

- 6.5.3 If an employee is required to remain available for duty during a meal break (i.e., they are not able to leave the premises during the meal break or are otherwise unable to take an unpaid meal break free of all duty), they will receive an allowance equivalent to 30 minutes of the employee's ordinary rate of pay.
- 6.5.4 If an employee is required to remain available for duty during a meal break (i.e., they are not able to leave the premises during the meal break or are otherwise unable to take an unpaid meal break free of all duty), and is recalled to duty, they will be paid at overtime time rates for all time worked until the break is taken.
- 6.5.5 Every employee will be entitled to a paid 10-minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- 6.5.6 Subject to mutual agreement, two 10-minute tea breaks may be taken as one 20-minute tea break.
- 6.5.7 Tea breaks will count as time worked.
- 6.5.8 There must be at least one tea break of not less than 10 minutes per shift which will be counted as time worked.

6.6 CHARGES – EMPLOYER PROVIDED MEALS

- 6.6.1 Where the employer provides meals to an employee, the charge will be in accordance with The Salvation Army's *Meals Allowance – Expense Reimbursement* guidelines, as amended from time to time.

6.7 HOURS OF WORK AND SHIFT PROVISIONS

- 6.7.1 The parties accept that critical requirements for effective service provision by the organisation are flexible work conditions and hours of work to meet its needs.
- 6.7.2 The maximum daily ordinary hours may, by mutual agreement, be increased to 10 total hours. Each shift worked will not exceed 10 hours.
- 6.7.3 Minimum engagement for all employees (whether full-time, part-time or casual) will be three hours.
- 6.7.4 Shift lengths shall only change from existing arrangements where there is genuine agreement between the employer and employee.
- 6.7.5 After discussion and consultation with the employer and the employee's representative, which may be the union, employees may agree to alter shift lengths within the above parameters.
- 6.7.6 Any changes to shift configurations will take into consideration individual facility requirements, recognition of the implications for staff rostering and the maintenance of a high standard of client/resident care.
- 6.7.7 'Split shifts' shall not be implemented during the life of the Agreement. A split shift comprises of two or more separate periods of duty. A meal break taken in accordance with clause 6.5 does not split a shift.

6.8 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

6.8.1 Employee may request change in working arrangements

Clause 6.8 applies where an employee has made a request for a change in working arrangements under s.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 s.65(1A).

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

Note 3: Clause 6.8 is an addition to s.65.

6.8.2 Responding to the request

Before responding to a request made under s.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 s.65 request within 21 days, stating whether the employer grants or refuses the request (s.65(4)).

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

6.8.3 What the written response must include if the employer refuses the request

This clause applies if the employer refuses the request and has not reached an agreement with the employee under clause 6.8.2.

- (a) The written response under s.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.
- (b) If the employer and employee could not agree on a change in working arrangements under clause 6.8.2, the written response under s.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.

6.8.4 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 6.8 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

6.8.5 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 6.8 can be dealt with under clause 3.3 (Dispute Settlement/Resolution Procedure).

7. TYPES OF LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

Annual leave is provided in the NES. This clause contains additional provisions.

7.1.1 Quantum of annual leave

- (a) In addition to the entitlements in the NES, an employee is entitled to an additional week of annual leave on the same terms and conditions.
- (b) For the purpose of the additional week's annual leave provided by the NES, a shiftworker is defined as an employee who:
 - (i) is regularly rostered over seven days of the week, and
 - (ii) regularly works on weekends.
- (c) To avoid any doubt, this means that an employee who is not a shiftworker for the purposes of clause 7.1.1(b) above is entitled to five weeks of paid annual leave for each year of service with their employer, and an employee who is a shiftworker for the purposes of clause 7.1.1(b) above is entitled to six weeks of paid annual leave for each year of service with their employer.

7.1.2 Excessive leave accruals: general provision

Note: Clauses 7.1.2 to 7.1.4 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the *Fair Work Act 2009*.

- (a) An employee has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shiftworker, as defined by clause 7).
- (b) If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- (c) Clause 7.1.3 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- (d) Clause 7.1.4 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

7.1.3 Excessive leave accruals: direction by employer that leave be taken

- (a) If an employer has genuinely tried to reach agreement with an employee under clause 7.1.2(b) but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- (b) However, a direction by the employer under paragraph (a):
 - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under clauses 7.1.2, 7.1.3, or 7.1.4 or otherwise agreed by the employer and employee) are taken into account; and

- (ii) must not require the employee to take any period of paid annual leave of less than one week; and
 - (iii) must not require the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the direction is given; and
 - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- (c) The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- (d) An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect. See clause 7.1.3(b)(i).

Note 2: Under section 88(2) of the *Fair Work Act 2009*, the employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

7.1.4 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 7.1.2(b) but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- (b) However, an employee may only give a notice to the employer under paragraph (a) if:
- (i) the employee has had an excessive leave accrual for more than six months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 7.1.3(a) that, when any other paid annual leave arrangements (whether made under clause 7.1.2, 7.1.3 or 7.1.4 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under paragraph (a) must not:
- (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than six weeks when any other paid annual leave arrangements (whether made under clause 7.1.2, 7.1.3 or 7.1.4 or otherwise agreed by the employer and employee) are taken into account; or
 - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
 - (iii) provide for the employee to take a period of paid annual leave beginning less than eight weeks, or more than 12 months, after the notice is given; or
 - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.

- (d) An employee is not entitled to request by a notice under paragraph (a) more than five weeks' paid annual leave (or six weeks' paid annual leave for a shiftworker, as defined by clause 7.1.1(b)) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under paragraph (a).

7.1.5 Payment for annual leave

- (a) Annual leave will be paid in accordance with an employee's standard pay cycle unless payment in advance is requested as per subclause (b).
- (b) Before going on annual leave, an employee can request to be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

7.1.6 Electronic funds transfer (EFT) payment of annual leave

Despite anything else in this clause, an employee paid by electronic funds transfer (EFT) may be paid in accordance with their usual pay cycle while on paid annual leave.

7.1.7 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/four weeks annual leave per annum.
- (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.

7.1.8 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave and pro rata leave.

7.1.9 Annual leave in advance

- (a) An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- (b) An agreement must:
 - (i) state the amount of leave to be taken in advance and the date on which leave is to commence; and
 - (ii) be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (c) The employer must keep a copy of any agreement under clause 7.1.10 as an employee record.
- (d) If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 7.1.10, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of

the period of annual leave taken in advance to which an entitlement has not been accrued.

7.1.10 Cashing out of annual leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 7.1.10.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement.
- (c) An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- (d) An agreement must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than four weeks.
- (h) The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is two weeks.
- (i) The employer must keep a copy of any agreement under clause 7.1.10 as an employee record.

7.2 PERSONAL/CARER'S LEAVE

Where there is an inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency as per clause 2.9. Any provisions of the NES that are also referred to or set out in this term are for the convenience only of the parties.

The provisions of clauses 7.2.1 to 7.2.6 apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in clause 7.2.7.

7.2.1 Definitions

The term **immediate family** includes:

- (a) a spouse, former spouse, de facto partner, or former de facto partner of the employee. De facto partner means a person who lives with the employee in a relationship as a couple on a bona fide domestic basis;
- (b) a child or an adult child (including an adopted child, a stepchild or an ex-nuptial child), parent, grandparent, grandchild or sibling of the employee or spouse or de facto partner of the employee;
- (c) a person with whom the employee has established an enduring relationship and for whom the employee has become the person to deliver physical

and/or emotional support, i.e., the primary relationship of the employee;
and/or

(d) as otherwise provided by the relevant legislation.

7.2.2 Amount of paid personal/carer's leave

(a) Paid personal/carer's leave will be available to an employee, other than a casual employee, when they are absent:

- (i) due to personal illness or injury, or
- (ii) for the purposes of caring for an immediate family or household member who requires the employee's care and support because of:
 - a personal illness, or personal injury, affecting the member; or
 - an unexpected emergency affecting the member.

(b) For each year of service with the employer (other than periods of employment as a casual employee of the employer), an employee is entitled to 10 days of paid personal/carer's leave.

(c) 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.

7.2.3 Payment of personal/carer's leave

(a) The employee is entitled to payment for a period of personal/carer's leave in accordance with the *Fair Work Act 2009*.

(b) Personal/carer's leave is paid at the employee's base rate of pay for their ordinary hours of work during the period of leave.

7.2.4 Employee must give notice

(a) An employee must give the employer notice of the taking of personal/carer's leave.

(b) The notice:

- (i) must be given to the employer as soon as practicable (which may be a time after the leave has started); and
- (ii) must advise the employer of the period, or expected period, of the leave.

7.2.5 Evidence

(a) An employee who has given notice of the taking of personal/carer's leave must, if required by the employer, give the employer evidence that would satisfy a reasonable person that it is taken for a reason specified in clause 7.2.2(a).

(b) However, unless required by the employer, up to two days' leave due to personal illness or injury may be allowed without the production of a medical certificate, or other reasonable evidence.

7.2.6 Employee taken not to be on paid personal/carer's leave at certain times

(a) If the period during which an employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the

employee is based for work purposes, the employee is taken not to be on paid personal/carer's leave on that public holiday.

- (b) If the period during which an employee takes paid personal/carer's leave includes a period of paid family and domestic violence leave, the employee is taken not to be on paid personal/carer's leave for the period of that paid family and domestic violence leave.

7.2.7 Unpaid personal leave

- (a) An employee is entitled to two days' unpaid carer's leave for each occasion when a member of the employee's immediate family or household requires the employee's 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; or
 - (ii) any separate periods to which the employee and employer agree.
- (c) An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.

7.3 COMPASSIONATE LEAVE

7.3.1 Paid compassionate leave entitlement

- (a) An employee is entitled to a period of two days' paid compassionate leave for each occasion when:
- (i) a member of the employer's immediate family or household:
 - contracts or develops a personal illness that poses a serious threat to their life; or
 - sustains a personal injury that poses a serious threat to their life; or
 - dies; or
 - (ii) a child is stillborn, where the child would have been a member of the employee's immediate family or household if the child had been born alive; or
 - (iii) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- (b) Clause 7.3.1(a)(iii) does not apply to a former spouse or former de facto partner.
- (c) Evidence that is reasonably required of the illness, injury or death must be given by the employee to the employer if so requested.
- (d) Compassionate leave is able to be taken as follows:
- (i) a single unbroken period of two days, or
 - (ii) two separate periods of 1 day each, or

- (iii) any separate periods to which the employee and the employer agree.
- (e) An employee is entitled to take compassionate leave at any time while the illness or injury persists.
- (f) Compassionate leave is paid at the employee's base rate of pay for their ordinary hours of work during the period of leave.

7.4 CEREMONIAL LEAVE

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

7.5 PARENTAL LEAVE

Refer to Appendix 3: Parental Leave Policy.

7.6 PAID PARENTAL AND ADOPTION LEAVE

7.6.1 Paid parental leave

- (a) Full-time and part-time employees may claim paid parental leave at ordinary pay, from the date the parental leave commences in the following circumstances:
 - (i) first claim: where eligible for unpaid parental leave in accordance with the National Employment Standards; and
 - (ii) second and subsequent claims: where an employee, having returned to work from a period of parental leave, has worked for three months prior to each claim (exclusive of any paid or unpaid leave).
- (b) For the purposes of the calculation of 'ordinary pay' for paid parental leave, an employee will be paid the higher of:
 - (i) the average of the ordinary hours actually worked by the employee in the 12-month period ending at the commencement of parental leave; or
 - (ii) the ordinary hours worked by the employee at the time of the commencement of parental leave.
- (c) Paid parental leave includes:
 - (i) 12 weeks' paid leave for the initial primary carer of the newborn or newly adopted child; and
 - (ii) two weeks' paid partner leave.
- (d) Paid partner leave will be payable to the partner of the initial primary carer of the newborn or newly adopted child. 'Partner' includes same-sex and de facto partner but does not include former de facto partners.
- (e) Any period of 'paid no safe job leave' taken by an employee pursuant to the 'transfer to a Safe Job' provisions of the Act shall be deducted from the employee's entitlement to paid parental leave.

7.7 PUBLIC HOLIDAYS

7.7.1 Prescribed public holidays in this Agreement are as follows:

- New Year's Day,
- Australia Day,
- Good Friday,
- the day after Good Friday,
- Easter Monday,
- Anzac Day,
- Adelaide Cup Day,
- King's Birthday,
- Labour Day,
- Christmas Day,
- Proclamation Day, and any other day which by proclamation or Act of Parliament may be declared a public holiday or any other day or part thereof which may be substituted for any such day.

7.7.2 Payment and entitlements

- (a) Employees (other than casual employees) must be allowed the public holidays prescribed in 7.7.1 without loss of pay.
- (b) Employees (other than casual employees) who would normally work on the day of the public holiday and are not required to work on such day will be paid at ordinary rates of pay as if they had worked their normal number of hours on that day.
- (c) Employees (other than casual employees) must be paid an additional 150% of the appropriate rate based on the ordinary hourly rate as defined, for actual hours worked on the public holidays as prescribed in 7.7.1.
- (d) **Casual employees**
 - (i) Ordinary time worked on any public holiday will be paid at the rate of 175% (inclusive of the 25% prescribed in 4.3.1) of the ordinary hourly rate.
 - (ii) All time worked on any public holiday in excess of the ordinary daily hours as prescribed in clauses 6.1 (Ordinary Hours of Work) will be paid at the rate of 275% of the ordinary hourly rate (inclusive of the 25% prescribed in 4.3.1).
- (e) **Payment for work performed by full-time or part-time employees on 25 December when Christmas Day falls on a Saturday or Sunday**
 - (i) This clause applies when Christmas Day falls on a Saturday or Sunday and a substitute public holiday has been proclaimed.
 - (ii) An employee who works on 25 December shall be paid an additional 200% of the ordinary rate for the actual hours worked on that date. This payment is in substitution of other penalties that would usually apply to Saturday or Sunday work.

- (iii) The provisions of clause 7.7.2 will apply in relation to the substitute public holiday.

7.7.3 Seven-day shiftworkers

If a public holiday falls between Monday and Friday inclusive:

- (a) Full-time seven-day week shiftworkers, who do not work on any such day because it is their rostered day off, must receive an extra seven hours and 36 minutes' pay in respect of such day.
- (b) Part-time seven-day week shiftworkers, who are rostered to work on any such day, must receive an extra day's pay, that day being calculated by the number of hours that they would have been rostered for work but not exceeding seven hours and 36 minutes' pay.

7.7.4 Payment for night shifts

When a night shift commences on one day and concludes on the next day, the public holiday shift will be regarded as being the shift on which more than half of the total rostered shift hours fall on the public holiday, for example:

- (a) If a rostered shift commences at 10.00 p.m., on a public holiday, that shift is not regarded as a public holiday shift.
- (b) If a rostered shift commences at 10.00 p.m. on the day before the public holiday and finishes at 6.00 a.m. on the public holiday such shift is regarded as the public holiday shift.

In the case noted in 7.7.4(b), a night shiftworker would be entitled to a public holiday payment under the provisions of 7.7.2.

7.8 LONG SERVICE LEAVE

In accordance with the *Long Service Leave Act 1987*, where an employee is entitled to a period of long service leave, upon application by an employee and approval by the employer, an employee can take the whole or any part of the long service leave at double the quantity of leave at half pay.

7.9 CHRISTMAS CLOSURE

- 7.9.1** The employer commits to providing employees with four months' notice of Christmas closures.
- 7.9.2** The employer further commits to providing affected employees with suitable alternate duties.
- 7.9.3** In the event clause 7.9.2 is not met, the employer will provide affected employees with one additional week of paid leave.

8. SAFETY, STAFFING, TRAINING AND DEVELOPMENT

8.1 WORKPLACE HEALTH & SAFETY

The parties to this agreement are committed to the operation of safe work practices and the good health of all employees.

The provisions of this agreement shall be read and interpreted in conjunction with the *Work Health and Safety Act 2012*, or any successor legislation, and the employer's workplace health and safety policies and procedures.

8.2 SAFE STAFFING LEVELS & SKILL MIX

- 8.2.1** Staffing levels and skills mix should be driven primarily by the need to achieve optimal health and quality of life outcomes for, and meet the needs of, people requiring or in receipt of aged care services.
- 8.2.2** In determining staffing levels and skills mix, the following variables need to be taken into consideration:
- the resident or client profile and their nursing/health care needs;
 - palliative care;
 - the complexity of care required, including factors such as frailty or dementia;
 - the location of the facility or service, whether metropolitan rural or remote;
 - the nature of the care provided, whether short or long term, rehabilitative or the type and design of the facility or the focus of the service.
- 8.2.3** The level of staffing and the skills mix of staff must enable the employer and staff to meet their duty of care responsibilities in providing quality care to people requiring or in receipt of aged care services, especially special needs groups such as those requiring dementia care, palliative care or complex nursing care.
- 8.2.4** The level of staffing and the skills mix of staff must also enable the employer and staff to meet their responsibilities under relevant workplace health and safety legislation and must aim for the promotion of a safe and healthy workplace.
- 8.2.5** To meet optimal health and quality of life outcomes at an individual and service level, the employer will establish a process for determining staffing levels and skills mix, which provides flexibility at the local level to respond in a timely manner to changes in the care needs of residents in the facilities and clients in the community, and which also takes into consideration the work and life balance for staff and gives priority to permanent employment.
- 8.2.6** The level of staffing and the skills mix of staff should be regularly reviewed and adjusted at the local level with staff allocated/rostered according to the resident or client profile and any other changing service variable. Consultation with the employer with staff and the union must occur when changes to the level of staffing and the skills mix of the employer's staff can be reasonably expected to have an impact on staff working conditions or to their work and family balance.
- 8.2.7** The employer will ensure that all staff have the necessary skills for them to be able to perform the role required of them or facilitate access to suitable training for the acquisition of such skills. All staff should have, or undertake, a basic qualification or equivalent experience for entry to work in the sector and be provided with opportunities for further education and professional development. This is an essential component of continuous quality improvement and the provision of quality care.

8.3 STAFF DEVELOPMENT

- 8.3.1** The employer recognises that training/education is essential for the maintenance and development of the elderly. The objectives of staff development are to enhance the skills of the nurse so they may perform at optimum levels and meet best practice. The employer will continue to provide and support training/education opportunities to ensure nurses are able to deliver appropriate care and to perform other related duties in accordance with relevant standards.
- 8.3.2** The responsibility for staff development is shared between nurses and the employer. Nurses are expected to participate in professional skill development to ensure that they perform at a standard consistent with nursing competencies relevant to their classification and registration.
- 8.3.3** On the basis of assessed needs, a range of programs/topics relevant to nursing care delivery will be provided by the employer and nurses are encouraged to attend.
- 8.3.4** It is the responsibility of the employee to attend all mandatory/compulsory training provided by the employer. This training will be paid at the appropriate rate as per the applicable shift rate for those on duty and at the ordinary rate of pay for those attending in their own time or doing online training at home.
- 8.3.5** The minimum engagement for attendance at mandatory/compulsory training when not on duty will be two hours and for online training at home will be one hour.
- 8.3.6** Further staff development can be achieved through a formal course of study at a recognised institution, or developmental activities such as management and executive programs, conferences and seminars etc.
- 8.3.7** To facilitate professional development, two days' paid study leave a year will be provided for work-related study approved by the employer. The two days will be subtracted from the total study leave days per year provided for by The Salvation Army's *Leave Procedure* and not in addition to.
- 8.3.8** Managers may approve leave and expenses or leave without pay to attend organised seminars, courses or conferences. The application for leave or study assistance and the consideration for approval will be in accordance with the policy and procedures of the employer.
- 8.3.9** Training/educational goals for nursing will be established and reviewed in consultation with nurses. Individual training/educational goals and needs will be established and reviewed as part of the employer's performance and competency appraisal system.

9. WORKPLACE FLEXIBILITY

9.1 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

- 9.1.1** An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
- (b) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee, without coercion or duress.
- 9.1.2** The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 9.1.3** The employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the date on which the arrangement commences.
- 9.1.4** Except as provided in clause 9.1.3(c), an arrangement must not require the approval or consent of a person other than the employer and the employee.
- 9.1.5** The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 9.1.6** The employer must retain a copy of the arrangement as time and wages record.
- 9.1.7** An employer seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited, the employer must take measures, including translation into an appropriate language, to ensure the employee understands the proposal.
- 9.1.8** The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days' written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing – at any time.

9.2 REASONABLE CHILDCARE COSTS

Where an employee, other than a casual employee, is given less than 24 hours' prior notice that the employee is required to work outside of their ordinary hours of work and consequently the employee utilises paid childcare, the employer will reimburse the reasonable childcare costs incurred by the employee arising from performing such work, subject to this clause.

- 9.2.1 The prior period of 24 hours is to be calculated from the time at which the work is to begin.
- 9.2.2 The work, or the hour/s to be worked, is not part of a regular or systematic pattern of work or hour/s performed by the employee.
- 9.2.3 The reimbursement will be in respect of the reasonable costs incurred by the employee in respect of the work.
- 9.2.4 Reimbursement will be made for childcare costs in respect of registered care or approved care after all other sources of reimbursement have been exhausted.
- 9.2.5 Where the childcare costs are incurred for childcare not in a registered or approved centre, reimbursement will be made in accordance with childcare reimbursement rates and guidelines, published from time to time by the SA Commissioner for Public Sector Employment.
- 9.2.6 The employee will provide the agency with a Child Benefit Claim Form for either registered Care or approved care, tax invoice/receipt, or other supporting documentation as may from time to time be required detailing the cost incurred, or reimbursement sought, in respect of the work.
- 9.2.7 For the purposes of this clause, a reference to work is a reference to the work outside the employee's ordinary hours, or regular or systematic pattern of work or hour/s, for which less than 24 hours' prior notice is given.

9.3 FAMILY AND DOMESTIC VIOLENCE

- 9.3.1 The entitlement to paid family and domestic violence leave comes from the National Employment Standards (NES). The provisions of the NES will apply to the extent of any inconsistency with this Agreement.
- 9.3.2 **Family and domestic violence** is violent, threatening or other abusive behaviour by a member of the employee's immediate family or household, or a current or former intimate partner of the employee, or a person who is related to the employee according to Aboriginal or Torres Strait Islander kinship rules, that:
 - seeks to coerce or control the employee; and
 - causes them harm or fear.
- 9.3.3 All employees (including part-time and casual employees) are entitled to 10 days' paid family and domestic violence leave each year.
- 9.3.4 Family and domestic violence leave is paid at the employee's base rate of pay for their ordinary hours of work during the period of leave.
- 9.3.5 In addition to the 10 days' paid family and domestic violence leave each year, an employee may be eligible for paid special leave. Special paid leave for activities related to family and domestic violence or elder abuse may be granted without

an employee's other leave entitlement first being exhausted, up to 20 days per year.

9.3.6 Supporting proof of family, elder or domestic violence may be required, and can be in the form of an appropriate document issued by the police service, court, a health professional (e.g., general practitioner, district nurse or maternal health care nurse), family violence support service or lawyer.

9.3.7 TSA support options

TSA is committed to supporting workers experiencing family violence and offers a range of support services including pastoral care and an Employee Assistance Program (EAP). An employee who is currently experiencing family and domestic violence may access flexible work arrangements where appropriate, and with reasonable consideration of operational requirements as negotiated with and approved by their line manager. A safety plan can be organised by the line manager in collaboration with the HR Business Partner and employee. The safety plan may include options of change to hours.

10. SIGNATORIES

DATED this 15th day of April 2024



[Signature on behalf of The Salvation Army]

OLGA HUNT

Print Name

SENIOR WORKPLACE RELATIONS MANAGER

Position Title

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

95-99 Railway Road, Blackburn VIC 3103

DATED this 16th day of April 2024



[Signature on behalf of the Australian Nurses
and Midwifery Federation South Australian
Branch as a Nominated Bargaining Representative]

Elizabeth Dabars

Print Name

Branch Secretary

Position Title

I declare that I am authorised to sign this Agreement on behalf of the named Bargaining Representative.

PO Box 861, Regency Park SA 5942

APPENDIX 1 SALARY STRUCTURE / WAGE RATES / ALLOWANCES

Classification	First full pay period after 1 August 2023	First full pay period on or after 1 August 2024	First full pay period on or after 1 August 2025
Registered Nurse Level 1			
Year 1	35.49	36.56	37.66
Year 2	37.07	38.19	39.34
Year 3	38.74	39.91	41.11
Year 4	40.40	41.62	42.87
Year 5	42.07	43.34	44.65
Year 6	43.77	45.09	46.45
Year 7	45.43	46.80	48.21
Year 8	47.09	48.51	49.97
Year 9	48.29	49.74	51.24
Registered Nurse Level 2			
Year 1	48.79	50.26	51.77
Year 2	49.89	51.39	52.94
Year 3	51.00	52.53	54.11
Year 4	52.14	53.71	55.33
Enrolled Nurse with Diploma			
Pay Point 1	33.08	34.08	35.11
Pay Point 2	33.75	34.77	35.82
Pay Point 3	34.42	35.46	36.53
Pay Point 4	35.08	36.14	37.23
Pay Point 5	35.18	36.24	37.33
Pay Point 6	35.32	36.38	37.48
Pay Point 7	35.90	36.98	38.09
Enrolled Nurse without Diploma			
Pay Point 1	31.60	32.55	33.53
Pay Point 2	32.02	32.99	33.98
Pay Point 3	32.45	33.43	34.44
Pay Point 4	33.05	34.05	35.08
Pay Point 5	33.63	34.64	35.68
Pay Point 6	33.71	34.73	35.78
Pay Point 7	34.22	35.25	36.31

Allowance	Amount			Clause
In-Charge Allowance				
	Effective 01/08/23	Effective 01/08/24	Effective 01/08/25	
Registered Nurse (paid difference of hourly rate)	49.89	51.39	52.94	5.3.2
Enrolled Nurse (additional hourly rate)	2.50	2.58	2.66	5.3.2
Qualifications Allowance				
Registered Nurse, per annum	1300			5.4.2
Enrolled Nurse, per annum	600			5.4.3
Uniform Allowance				
	Effective 01/08/23	Effective 01/08/24	Effective 01/08/25	
Uniform, per shift or part thereof	1.54	1.59	1.64	5.3.3(a)
Uniform, per week	7.79	8.03	8.28	5.3.3(a)
Laundry, per shift or part thereof	0.40	0.42	0.44	5.3.3(b)
Laundry, per week	1.86	1.92	1.98	5.3.3(b)
Vehicle Allowance				
Per kilometre	0.96			5.3.4

APPENDIX 2 CLASSIFICATIONS

1 Enrolled Nurse (EN) (Certificate, Diploma and Advance Diploma)

Employees classified at this level must be licensed to practice as an Enrolled Nurse by the Nursing and Midwifery Board of Australia (or successor registration authority). They work under the direct or indirect supervision of a Registered Nurse. An employee at this level accepts accountability for own standards of nursing care.

Employees in these roles will:

- provide safe patient/client centred nursing care in a variety of settings.
- implement appropriate nursing care and undertake or assist with general and specialised procedures from nursing care plans.
- plan and prioritise own work program to achieve defined outcomes.
- exercise judgment when it is required to solve problems arising in their own work program.
- take initiative to recommend improved processes in their immediate work area.
- participate in patient/client safety and risk minimisation activities.
- provide verbal and documented information within their scope of practice to clients/patients, other health care team members and members of the public.
- contribute to procedures for effectively dealing with people exhibiting challenging behaviours.
- contribute to teamwork and a positive work culture.
- commence a portfolio of post enrolment learning.

Incremental advancement through the salary scale of seven pay points for EN Certificate nurses and the salary scale of seven pay points for EN Diploma level nurses shall occur in accordance with clause 5.2.1(b).

2 Registered Nurse (Level 1)

Employees classified at this level provide nursing services in primary health, secondary, tertiary or quaternary service settings. Roles within this level consolidate knowledge and skills and develop in capability through continuous professional development and experience. An employee at this level accepts accountability for own standards of nursing care and for activities delegated to others.

Employees in these roles will, with increasing capability:

- provide direct nursing care and/or individual case management to patients/clients on a shift-by-shift basis in a defined clinical area.
- assess individual patient/client needs, plan and implement or coordinate appropriate service delivery from a range of accepted options.
- provide health education, counselling and rehabilitation programs to improve the health outcomes of the individual patients/clients or groups.
- plan and coordinate services with other disciplines or agencies in providing individual's health care needs.

- participate in quality assurance and/or evaluative research activities within practice setting.
- contribute to patient safety, risk minimisation and safe work activities within the practice setting.
- use foundation theoretical knowledge and evidence-based guidelines and apply these to a range of activities to achieve agreed patient care outcomes.
- practice as a Registered Nurse within a nursing model established to support patient/client centred care.
- contribute to procedures for effectively dealing with people exhibiting challenging behaviours.
- review decisions, assessments and recommendations from less experienced Registered Nurses and Enrolled Nurses and students.
- provide support and guidance to newer or less experienced staff, Enrolled Nurses, student nurses and other workers providing basic nursing care.
- support nursing practice learning experiences for students undertaking clinical placements, orientation for new staff and preceptorship of graduates.
- continue own professional development, seek learning opportunities and develop and maintain own professional development portfolio of learning and experience.

Incremental advancement through the salary scale of nine pay points (commencing at R Level 1 Year 1) for nurses classified at this level shall occur in accordance with clause 5.2.1(b).

3 Clinical Nurse (Level 2)

Employees classified at this level provide advanced nursing services in primary health, secondary, tertiary or quaternary service settings. The activities required of roles at this level are predominantly clinical in nature. Work at this level is undertaken by employees with at least three years' post registration experience. An employee at this level accepts accountability for own practice standards, activities delegated to others and the guidance and development of less experienced staff.

Employees in these roles will:

- provide proficient clinical nursing care and/or individual case management to patients/clients in a defined clinical area.
- assess patient/client needs, plan, implement and coordinate appropriate service delivery options and communicate changes in condition and care.
- oversee the provision of nursing care within a team or unit.
- provide health education, counselling and rehabilitation programs to improve the health outcomes of individual patients/clients or groups.
- plan and coordinate services including those of other disciplines or agencies as required to meet individual and/or group health care needs.
- monitor client care plans and participate in clinical auditing and/or evaluative research to ensure appropriate patient care outcomes are achieved on a daily basis.
- demonstrate and promote a risk minimisation approach to practice and support implementation and maintenance of systems to protect patients and staff.

- integrate advanced theoretical knowledge, evidence from a range of sources and own experience to devise and achieve agreed patient care outcomes.
- work within and promote a nursing model of client centred care model of partnership and support for women's right to self-determination in life processes.
- act to resolve local and/or immediate nursing care or service delivery problems.
- support change management processes.
- contribute to communication processes that effectively deal with challenging behaviours and the resolution of conflicts.
- work within a local nursing leadership team to attain consistency of nursing practice standards and local service outcomes.
- participate in clinical teaching, overseeing learning experiences and goal setting for students, new staff and staff with less experience.
- act as a resource person within an area based on knowledge, experience and skills.
- manage own professional development activities and portfolio, support the development of others and contribute to learning in the work area.

In addition to the foregoing the employee may:

- be required to participate in and/or provide clinical teaching and/or research.
- be required to contribute to a wider or external area team working on complex or organisation wide projects such as clinical protocols, guidelines, process mapping.
- be required to undertake a specific activity and/or portfolio to support the practice area/health unit.
- be required, within pre-determined guidelines and in a multidisciplinary primary health care setting, to assess clients, select and implement different therapeutic interventions and/or support programs and evaluate client progress.

Incremental advancement through the salary scale of four pay points (commencing at RN Level 2 Year 1) for nurses classified at this level shall occur in accordance with clause 5.2.1(b).

APPENDIX 3 PARENTAL LEAVE

1 CONDITIONS FOR PARENTAL LEAVE

1.1 ELIGIBILITY

Subject to the terms of this clause, employees are entitled to parental and adoption leave and to work part-time in connection with the birth or adoption of a child.

The provisions of this clause apply to full-time, part-time and eligible casual employees, but do not apply to other casual employees.

An **eligible casual employee** means a casual employee:

- employed by the employer on a regular and systemic basis for several periods of employment, or on a regular and systemic basis for an ongoing period of employment, during a period of at least 12 months; and
- who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

For the purposes of this clause, **continuous service** is work for an employer on a regular and systematic basis (including any period of authorised leave or absence).

1.1.1 Definitions

- (a) **Adoption** includes the placement of a child with a person in anticipation of, or for the purposes of, adoption.
- (b) **Child** means:
 - (i) in relation to birth-related leave, a child of the employee or the employee's spouse or de facto partner.
 - (ii) in relation to adoption-related leave, a child who will be placed with an employee, and:
 - who is, or will be, under 16 as at the day of placement, or the expected day of placement; and
 - has not, or will not have, lived continuously with the employee for a period of six months or more as at the day of placement, or the expected day of placement; and
 - is not (otherwise than because of the adoption) a child of the employee, or of the employee's spouse or de facto partner.

1.1.2 Basic entitlement

- (a) After 12 months' continuous service, parents are entitled to a combined total of 104 weeks' unpaid parental leave on a shared basis in relation to the birth or adoption of their child.
- (b) Subject to 1.1.2(a) above, parental leave is to be available to only one parent at a time, in a single unbroken period, except that both parents may simultaneously take:
 - (i) for parental leave, an unbroken period of up to one week at the time of the birth of the child.

- (ii) for adoption leave, an unbroken period of up to three weeks at the time of placement of the child.

1.1.3 Variation of period of parental leave

Unless agreed otherwise between the employer and employee, where an employee takes parental leave an employee may apply to their employer to change the period of parental leave on one occasion. The employer must be notified of any such change as soon as possible, but no less than four weeks prior to the commencement of the changed arrangements. Nothing in this clause shall detract from any entitlements set out in clause 1.1.2.

1.1.4 Right to request

An employee entitled to parental leave pursuant to the provisions may request the employer to allow the employee:

- (a) to extend the period of simultaneous unpaid parental leave provided for in 1.1.2 up to a maximum of eight weeks.
- (b) to extend the period of unpaid parental leave provided for in 1.1.2 by a further continuous period of leave not exceeding 12 months.
- (c) to return from a period of parental leave on a part-time basis until the child reaches school age.
- (d) to assist the employee in reconciling work and parental responsibilities.

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

1.1.5 Employee's request and employer's decision to be in writing

The employee's request and the employer's decision made under 1.1.4 must be recorded in writing.

1.1.6 Request to return to work part-time

Where an employee wishes to make a request under 1.1.4(c), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the employee is due to return to work from parental leave.

1.1.7 Parental leave

- (a) An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:
 - (i) of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee or the employee's spouse or de facto partner is pregnant) – at least 10 weeks.
 - (ii) of the date on which the employee proposes to commence parental leave and the period of leave to be taken – at least four weeks.
- (b) When the employee gives notice under 1.1.7 (a) the employee must also provide a statutory declaration stating:

- particulars of any period of parental leave sought or taken by the employee's spouse or de facto partner, and
 - that for the period of parental leave, the employee will not engage in any conduct inconsistent with their contract of employment, and
 - that the leave will be taken to become the primary caregiver of the child, except in relation to leave taken simultaneously with the employee's spouse or de facto partner under clause 1.1.2(b).
- (c) An employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date or other compelling circumstances.
- (d) Subject to 1.1.7(c) and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- (e) Where an employee continues to work within the six-week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks after the birth of the child, an employer may require the employee to provide a medical certificate stating that they are fit to work their normal duties.

1.1.8 Paid parental and adoption leave

Parental and adoption leave is paid in accordance with the conditions defined under clause 7.6.

1.1.9 Special parental leave

- (a) Where the pregnancy of an employee not then on parental leave terminates after 28 weeks other than by the birth of a living child, then the employee may take unpaid special parental leave of such periods as a registered medical practitioner certifies as necessary.
- (b) Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid personal leave to which they are entitled, in lieu of, or in addition to, special parental leave.
- (c) Where an employee not then on parental leave suffers illness related to their pregnancy, they may take any paid sick leave to which they are then entitled and such further unpaid special parental leave as a registered medical practitioner certifies as necessary before the employee's return to work. The aggregate of paid personal leave, special parental leave and parental leave, including parental leave taken by a spouse or de facto partner, may not exceed 104 weeks.
- (d) Where leave is granted, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

1.1.10 Adoption leave

- (a) The employee will notify the employer at least 10 weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such

notice, where through circumstances beyond the control of the employee, the adoption of a child takes place earlier.

- (b) Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - (i) the employee is seeking adoption leave to become the primary caregiver of the child; and
 - (ii) particulars of any period of adoption leave sought or taken by the employee's spouse or de facto partner; and
 - (iii) that for the period of adoption leave, the employee will not engage in any conduct inconsistent with their contract of employment.
- (c) An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- (d) Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- (e) An employee will not be in breach of this clause as a consequence of failure to give the stipulated periods of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse or de facto partner, or other compelling circumstances.
- (f) An employee seeking to adopt a child is entitled to unpaid leave for the purpose of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days' unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

1.1.11 Parental leave and other entitlements

An employee may, in lieu of or in conjunction with parental leave, access any annual leave or long service leave entitlements which they have accrued subject to the total amount of leave not exceeding 104 weeks or a longer period.

1.1.12 Transfer to a safe job

- (a) Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at their present work, the employee will, if practicable, be transferred to a safe job at the rate and on the conditions no less favourable than their substantive position until the commencement of parental leave.
- (b) If the transfer to a safe job is not practicable, the employee may elect, or the employer may require the employee to commence parental leave for such period as is certified necessary by a registered medical practitioner.

1.1.13 Return to work after a period of parental leave

- (a) An employee will notify of their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

- (b) An employee will be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 1.1.12, the employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

1.1.14 Replacement employees

- (a) A replacement employee is an employee specifically engaged, or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.
- (b) Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

1.1.15 Communication during parental leave

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

1.1.16 Employer's responsibility to inform

On becoming aware that:

- an employee is pregnant, or
- an employee's spouse or de facto partner is pregnant, or
- an employee is adopting a child,

an employer must inform the employee of:

- the employee's entitlements under this clause and
- the employee's responsibility to provide various notices under this clause.