

WHEATFIELDS INCORPORATED

**NURSING EMPLOYEES
(AGED CARE)**

& ANMF

ENTERPRISE AGREEMENT

2020



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Wheatfields Inc
(AG2021/4193)

WHEATFIELDS INCORPORATED NURSING EMPLOYEES (AGED CARE) & ANMF ENTERPRISE AGREEMENT 2020

Aged care industry

DEPUTY PRESIDENT COLMAN

MELBOURNE, 19 MARCH 2021

Application for approval of the Wheatfields Incorporated Nursing Employees (Aged Care) & ANMF Enterprise Agreement 2020.

[1] Wheatfields Inc has made an application for approval of an enterprise agreement known as the *Wheatfields Incorporated Nursing Employees (Aged Care) & ANMF Enterprise Agreement 2020* (the Agreement) pursuant to s 185 of the *Fair Work Act 2009* (the Act). The agreement is a single enterprise agreement.

[2] On the basis of the material contained in the application and accompanying declaration, I am satisfied that each of the requirements of ss 186, 187 and 188 as are relevant to this application for approval has been met.

[3] The Australian Nursing and Midwifery Federation, being a bargaining representative for the Agreement, has given notice under s 183 of the Act that it wants the Agreement to cover it. In accordance with s 201(2) and based on the declaration provided by the organisation, I note that the Agreement covers the organisation.

[4] The Agreement was approved on 19 March 2021 and, in accordance with s 54, will operate from 26 March 2021. The nominal expiry date of the Agreement is 31 December 2023.



DEPUTY PRESIDENT

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2 - APPLICATION AND OPERATION OF AGREEMENT

2.1 TITLE

This Enterprise Agreement shall be known as the Wheatfields Incorporated Nursing Employees (Aged Care) & ANMF Enterprise Agreement 2020.

2.2 PARTIES COVERED

This Agreement shall cover:

- The employer Wheatfields Incorporated;
- Australian Nursing & Midwifery Federation-South Australian Branch; and
- All persons whose employment is, at any time when the Agreement is in operation, subject to the Agreement.

2.3 DATE AND PERIOD OF OPERATION

- 2.3.1 This agreement will operate seven days from the date of approval of the agreement by Fair Work Commission and its nominal expiry date shall be 31 December 2023.
- 2.3.2 It is agreed that the parties will commence renegotiations for a new Agreement no later than six months prior to the nominal expiry date.
- 2.3.3 It is agreed that after the nominal expiry date of this Agreement its terms and conditions will continue to apply unless it is terminated or replaced in accordance with the Fair Work Act 2009.

2.4 DEFINITIONS

- 2.4.1 The “Act” will mean the *Fair Work Act 2009*.
- 2.4.2 “FWC” will mean Fair Work Commission.
- 2.4.3 “Regulations” mean Fair Work Regulations as permitted under the *Fair Work Act 2009*.
- 2.4.4 “Agreement” will mean the Wheatfields Incorporated Nursing Employees (Aged Care) & ANMF Enterprise Agreement 2020.
- 2.4.5 “Mutual Agreement” means agreement between the employer and an employee as allowed for in this agreement.
- 2.4.6 “Facility” will mean Wheatfields Incorporated.
- 2.4.7 “Employees” will mean all Registered and Enrolled Nurses whose employment is subject to this Agreement.
- 2.4.8 “Employer” will mean Wheatfields Incorporated.
- 2.4.9 “Union” will mean the Australian Nursing & Midwifery Federation-South Australian Branch (ANMF-SA), an organisation of employees registered pursuant to the Act.
- 2.4.10 “Employment Categories”
- (a) **Enrolled Nurse (EN)** will mean 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 or Midwife, as regulated by the Australian Health Practitioner Regulation Agency and holds a current practising certificate.
 - (b) **Registered Nurse (RN)** will mean an employee registered by the Australian Health Practitioner Regulation Agency as a Registered General Nurse and who holds a current practising certificate.
- 2.4.11 “Rostered day off” will mean the normal unpaid days off duty provided for in accordance with a roster.

2.4.12 "Award" means the Award that would otherwise cover the Employer and Employees but for this Agreement, which is the Nurses Award 2010.

2.4.13 "Nursing Care" will mean activities undertaken by a nurse in order to:

- (a) Assess the nursing needs of the individual patient/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 nursing 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.

2.5 OBJECTIVES

2.5.1 Commitment to the provision of Quality Service Care to Residents in accord with provisions of the Aged Care Act 1997 as amended from time to time and the Charter of Residents Rights.

2.5.2 The Agreement commits Wheatfields Incorporated 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 in particular the accreditation process and care standards.

2.5.3 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.

2.5.4 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.

2.6 NATIONAL EMPLOYMENT STANDARDS (NES)

This Agreement will be read and interpreted in conjunction with the National Employment Standards (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.

2.7 RELATIONSHIP TO FEDERAL LAW AND RELEVANT AWARD(S)

2.7.1 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 Wheatfields Incorporated must provide as required by Fair Work Commission.

2.7.2 Where this Agreement states or varies an Award provision, the provision(s) of the Agreement will be applied. Except for these Award provisions, the Award has no effect during the operation of this Agreement.

2.8 EXHIBITION OF AGREEMENT

Wheatfields Incorporated who is bound to this Agreement must display a copy of it in a conspicuous place accessible to all employees.

3 - CONSULTATION AND DISPUTE PROCEDURES

3.1 CONSULTATION AND COMMUNICATION

3.1.1 The parties commit to continuing dialogue over the operation of the Agreement and industrial issues in the workplace.

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 Major Change

For a Major Change Referred to in 3.2.1 (a):

- (a) The employer must notify the relevant employees and the Union of the decision to introduce the major change; and
- (b) Subclauses 3.2.3 to 3.2.9 apply.

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

3.2.4 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.

3.2.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant employees and the Union/s:
 - (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 the Union:
 - (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.

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

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

- 3.2.8 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 clauses 3.2.2, 3.2.3 and 3.2.5 are taken not to apply.
- 3.2.9 In this term, a major change is **likely to have a significant effect on employees** if it results in:
- (a) the termination of the employment of employees; 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.
- 3.2.10 **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 the Union of the proposed change; and
 - (b) clauses 3.2.11 to 3.2.15 apply.
- 3.2.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 3.2.12 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.
- 3.2.13 As soon as practicable after proposing to introduce the change, the employer must:
- (a) discuss with the relevant employees and the Union/s the introduction of the change; and
 - (b) for the purposes of the discussion—provide to the relevant employees and the Union:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the employer reasonably believes will be the effects of the change on the employees; and
 - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
 - (c) invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 3.2.14 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or the union.
- 3.2.15 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees or the union.
- 3.2.16 In this term, **relevant employees** will mean the employees who may be affected by a change referred to in sub-clause 3.2.1.

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;
- (c) any other matter.

this clause 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 clause.

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 discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to FWC.

3.3.5 FWC may deal with the dispute in 2 stages:

- (a) FWC 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 FWC is unable to resolve the dispute at the first stage, FWC may then:
 - (i) arbitrate the dispute; and
 - (ii) make a determination that is binding on the parties.

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

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

3.3.6 While the parties are trying to resolve the dispute using the procedures in this clause:

- (a) an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her 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) 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.

3.3.7 The parties to the dispute agree to be bound by a decision made by FWC in accordance with this clause.

3.4 INDIVIDUAL FLEXIBILITY ARRANGEMENTS

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

- (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and

- (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
- (c) the arrangement is genuinely agreed to by the employer and employee.

3.4.2 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.
- (d) are genuinely agreed by the employer and the individual employee without coercion or duress.

3.4.3 The employer must ensure that the individual flexibility arrangement:

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

3.4.4 If the employer is aware that the employee has, or reasonably should be aware that the employee may have, limited understanding of written English, take reasonable steps (including providing a translation in an appropriate language) to ensure that the employee understands the proposal.

3.4.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

3.4.6 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.

3.5 RECOGNITION OF WORKSITE REPRESENTATIVES

3.5.1 An employee elected as an ANMF-SA 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 employers' representative on industrial matters affecting employees whom they represent.

3.5.2 Subject to the prior approval of the employer, a worksite representative shall be allowed at a place designated by the employer a reasonable period of time during working hours to interview a duly accredited official from the Australian Nursing & Midwifery Federation.

3.6 EMPLOYEE REPRESENTATION

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

3.6.2 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.

3.6.3 For the purpose of this clause "relevant employees" will mean those employees who have chosen the ANMF-SA or an accredited worksite representative to represent them.

3.7 TRADE UNION TRAINING LEAVE

3.7.1 An employee, who is a member of the Australian Nursing & Midwifery Federation (South Australian Branch), and elected as a Worksite Representative, shall be allowed up to five (5) full days per year to attend Trade Union Training. The employer will not be obliged to provide more than ten (10) full days paid leave in any one calendar year. Fourteen days notice must be given to the employer.

3.7.2 All applications for leave must be made in writing detailing:

- the name of the employee seeking leave
- period of time for which leave is sought
- title and description
- the place or places where the said course will be held.

3.7.3 Leave of Absence granted pursuant to this clause, shall count as service for all purposes of this Agreement.

3.7.4 Any days or hours taken for such training will be paid at the employee's ordinary rate of pay.

3.7.5 All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.

3.7.6 An employee may be required to satisfy the employer of attendance at the course to qualify for payment of leave.

4 - EMPLOYMENT RELATIONSHIP

4.1 TYPES OF EMPLOYMENT

Employment categories

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

- (a) full-time;
- (b) part-time; or
- (c) casual.

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

4.2 FULL-TIME EMPLOYMENT

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week. The employer and employee will agree the rostering pattern that will apply to these hours. This will include the days of the week/ hours per day and start/finish times.

4.3 PART-TIME EMPLOYMENT

4.3.1 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.

4.3.2 Before commencing employment, the employer and employee will agree in writing on a minimum of hours to be worked per week or fortnight, which will be the minimum hours paid for that period. The employer and employee will agree the rostering pattern that will apply to these hours. This will include the days of the week/ hours per day and start/finish times pertaining to the minimum hours agreed.

4.3.3 The hours of work may be varied on a permanent basis by agreement between the employer and employee and recorded in writing. Variations of a temporary or once-off nature are provided for in sub clause 6.1.4 of this Agreement.

4.3.4 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 CASUAL EMPLOYMENT

4.4.1 A casual employee is one who does not work regular or predictable hours of work but may be required to relieve other employees during leaves of absence from time to time. There is no guarantee of hours of work or ongoing employment at any time, no entitlement to paid leave except Long Service Leave, and no entitlement to paid notice of termination of employment or redundancy pay.

4.4.2 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%.

4.4.3 All penalties/loadings will be calculated on the base rate of pay (excluding the casual loading) with the casual loading amount added to that result.

4.4.4 Casual Conversion

(a) A Casual employee who is engaged on regular and systematic basis, such that their employment meets the definition of a part-time employee in clause 4.3.1, will be offered part-time or full-time employment, depending on the hours worked.

(b) The employer and employee may mutually agree that the employee remains classified as a casual employee. An employee who voluntarily elects to remain a casual employee in such circumstances will be considered a casual employee as defined in clause 4.4.1.

- (c) In providing this offer of permanent part-time/full-time employment, the employer will outline the entitlements that would apply if the employee converts to part-time or full-time employment, which will include the rate of pay that would apply, paid leave entitlements, notice and redundancy entitlements, and will also outline the entitlements that will apply if the employee elects to remain a casual employee, which will include the rate of pay (including casual loading), entitlements to unpaid leave, and no entitlement to 'regular' or 'guaranteed' hours of work or ongoing work.

- 4.4.5 Employees, who commence with the Employer during the life of the Agreement, will be appointed in accordance with the conditions as provided by this Agreement, applicable to the nature of hours being offered.

4.5 TERMINATION OF EMPLOYMENT

4.5.1 Notice specifying day of termination

- (a) An employer must not terminate an employee's employment unless the employer has given the employee written notice of the day of the termination (which cannot be before the day the notice is given): The notice may be given to an employee by:
- (i) delivering it personally; or
 - (ii) leaving it at the employee's last known address; or
 - (iii) sending it by pre-paid post to the employee's last known address.

4.5.2 Minimum notice period required – employer

Period of continuous service	Period of notice
Not more 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 4.5.1(a), employees over 45 years of age at the time of the giving of notice with not less than two years continuous service are entitled to additional notice of one week.
- (c) The period of notice in this clause does not apply in the case of:
- (i) dismissal for conduct that at common law justifies instant dismissal;
 - (ii) casual employees;
 - (iii) employees engaged for a specific period of time for a specific task or tasks;
 - (iv) an employee (other than an apprentice) to whom a training arrangement applies and whose employment is for a specified period of time or is, for any reason, limited to the duration of the training arrangement;

4.5.3 Payment in lieu

- (a) Payment at the ordinary rate of pay in lieu of the notice prescribed in 4.5.1(a) and/or 4.5.1(b) must be made if the appropriate notice period is not given. Employment may be terminated by part of the period of notice specified and part payment in lieu.
- (b) In calculating any payment in lieu of notice the employer must pay the wages an employee would have received in respect of the ordinary time the employee would have worked during the period of notice had the employee's employment not been terminated.
- (c) 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.

4.5.4 Employment will be terminated in accordance with the notice provisions of clauses 4.5 – Termination of employment and where applicable 4.6 – Redundancy (severance). Notice may be given at any time provided that the termination of 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. The period of notice in this clause shall not apply in the case of dismissal for conduct that justifies instant dismissal.

4.5.5 An employee who is justifiably or summarily dismissed for any reason is entitled to payment for work in that fortnight only for the time actually worked.

4.5.6 Notice of termination by an employee

- (a) In order to terminate employment, an employee must give the employer two weeks' notice unless otherwise stated in a Contract of Employment.
- (b) If an employee fails to give the required notice the employer may withhold from any monies due to the employee on termination under this Agreement or the NES, an amount not exceeding the amount the employee would have been paid under this Agreement in respect of the period of notice required by this clause less any period of notice actually given by the employee.

4.6 REDUNDANCY

4.6.1 Entitlement to redundancy

An employee is entitled to be paid redundancy pay by the employer if the employee's employment is terminated:

- (a) at the employer's initiative because the employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the employer.

4.6.2 Redundancy (Severance) pay

- (a) In addition to the period of notice prescribed for termination in clause 4.5 - Termination of employment, an employee whose employment is terminated by reason of redundancy is entitled to the following amounts of redundancy pay in respect of a continuous period of service:

Length of Continuous Service	Redundancy pay
At least 1 year but less than 2 years	4 weeks pay
At least 2 years but less than 3 years	6 weeks pay
At least 3 years but less than 4 years	7 weeks pay
At least 4 years and less than 5 years	8 weeks pay
At least 5 years and less than 6 years	10 weeks pay
At least 6 years and less than 7 years	11 weeks pay
At least 7 years and less than 8 years	13 weeks pay
At least 8 years and less than 9 years	14 weeks pay
At least 9 years and over	16 weeks pay

4.6.3 Variation of redundancy pay for other employment or incapacity to pay

- (a) This section applies if:
- (i) an employee is entitled to be paid an amount of redundancy pay by the employer because of clause 4.6.2; and
- (ii) the employer:
- obtains other acceptable employment for the employee; or
 - cannot pay the amount.

- (b) On application by the employer, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.
- (c) The amount of redundancy pay to which the employee is entitled under clause 4.6.2 is the reduced amount specified in the determination.

4.6.4 Exclusions

- (a) This clause does not apply to employees with less than one year's continuous service. The general obligation of employers should be no more than to give such employees and their chosen representatives, 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.

4.6.5 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 clause 4.5 - Termination of employment.
- (b) Should the employer fail to give notice of termination as required, 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.

4.6.6 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.

4.6.7 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.
- (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.
- (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.
- (d) Advice as to the entitlements of the employee should the employee terminate employment during the period of notice.

4.6.8 Transfer to lower paid duties

Where an employee whose job has become redundant accepts an offer of alternative work by the employer the rate of pay for which is less than the rate of pay for the former position, the employee is entitled to the same period of notice of the date of commencement of work in the new position as if the employee's employment had been terminated. The employer may pay in lieu thereof an amount equal to the difference between the former rate of pay and the new lower rate for the number of weeks of notice still owing.

4.6.9 Transfer at same rate of pay

Where an employee is made redundant from their existing position but is redeployed to a comparable position of equal pay or where an employee has been transferred to a new employer with the same position, then the redundancy pay provisions under clause 4.6.2 will not apply.

4.6.10 Employee leaving during notice

An employee whose employment is terminated due to redundancy may terminate employment during the period of notice. In this case the employee is entitled to the same benefits and payments under this clause as if remaining with the employer until the expiry of such notice. In such circumstances the employee is not entitled to payment in lieu of notice not worked.

4.6.11 Transfer of business may affect redundancy payment

The provisions of this clause are not applicable where a business is before or after the date of this Agreement, transferred from an employer (the old employer) to another employer (in this subclause called the new employer), in any of the following circumstances:

- (a) Where the employee accepts employment with the new employer which recognises the period of continuous service which the employee had with the old employer and any prior employer to be continuous service of the employee with the new employer; or
- (b) Where the employee rejects an offer of employment with the new employer:
 - (i) 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 transferer; and
 - (ii) that recognises the period of continuous service which the employee had with the old employer and any prior employer to be continuous service of the employee with the new employer.

4.7 CONTINUOUS SERVICE

4.7.1 Maintenance of continuous service

Except as otherwise indicated, service is deemed to be continuous despite:

- (a) Absence of the employee from work in accordance with the employee's contract of employment or any provision of this Agreement;
- (b) Absence of the employee from work for any cause by leave of the employer;
- (c) Absence from work on account of illness, disease or injury;
- (d) Absence with reasonable cause. Proof of such reasonable cause lies with the employee;
- (e) Interruption or termination of the employee's service by an act or omission of the employer with the intention of avoiding any obligation imposed by this Agreement the Act or the *Long Service Leave Act 1987*;
- (f) Interruption or termination of the employee's service arising directly or indirectly from an industrial dispute if the employee returns to the service of the employer in consequence of the settlement of the dispute or was re-employed by the employer upon such settlement;
- (g) Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions;
- (h) Interruption or termination of the employee's service by the employer for any reason other than those referred to in this clause if the worker returns to the service of the employer within two months of the date on which the service was interrupted or terminated;
- (i) Any other absence from work for any reason other than those referred to in this clause unless written notice is given by the employer that the absence from work is to be taken as breaking the employee's continuity of service. Such notice must be given during the period of absence or not later than fourteen days after the end of the period of absence.

4.7.2 Calculation of period of service

Where an employee's continuity of service is preserved under this clause, the period of absence from work is not to be taken into account in calculating the period of the employee's service with the employer except to the extent that the employee receives or is entitled to receive pay for the period.

4.7.3 Service with two or more corporations

Where an employee has been employed by two or more corporations that are associated corporations, or by two or more corporations that are related bodies corporate within the meaning of Section 50 of the *Corporations Act 2001*, the service of the employee with each such Corporation will be included in the calculation of the employee's continuous service for the purposes of determining the employee's entitlements pursuant to clauses 4.5 - Termination of employment, 4.6 - Redundancy (severance).

4.7.4 Transfer of business

Transfer of the employment of an employee from one employer to a second employer where the second employer is the successor or assignee or transmittee of the first employer's business. In this case, service with the first employer is deemed to be service with the second employer. This is qualified on the basis that the transfer of employment is on the same terms and conditions.

4.8 EMPLOYEES APPLYING FOR SHIFTS

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. 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.

4.9 PERFORMANCE AND DISCIPLINARY PROCEDURES

4.9.1 Commitment to Procedural Fairness, Natural Justice and Communication

- (a) The parties recognise the mutual benefit in having a process for managing an employee's performance or conduct.
- (b) Wheatfields Inc is committed to the principles of procedural fairness and natural justice in addressing performance issues or unsatisfactory performance or conduct that may give rise to disciplinary consequences.
- (c) As part of this commitment, Wheatfields Inc will adhere to the performance and disciplinary procedures outlined in this clause.
- (d) For the purposes of transparency, Wheatfields Inc will clearly communicate the performance and disciplinary procedures outlined in this clause to all employees.

4.9.2 Immediacy

- (a) Action to address performance issues or unsatisfactory performance or conduct that may give rise to disciplinary consequences should be initiated promptly after an incident takes place.
- (b) Notwithstanding 4.8.2(a), action will not be taken without appropriate inquiries or investigation as this may prevent proper consideration being given to all of the circumstances.
- (c) Notwithstanding 4.8.2(a) and 4.8.2(b), action will not be taken without affording an employee reasonable time to prepare a response to issues raised and/or to obtain representation of their choosing (including a Union representative).

4.9.3 Counselling and Warnings

- (a) With the exception of conduct justifying summary dismissal (serious and wilful misconduct), an employee whose performance or conduct is below the employer's expected standards shall not be dismissed unless the following process has been followed:

- (i) Informal counselling;
 - (ii) Verbal warning;
 - (iii) Written warning.
- (b) In relation to the process outlined in sub-clause 4.8.3(a), on each occasion, Wheatfields Inc commits to the following:
- (i) To provide the employee with appropriate written information regarding the nature and detail of the allegation(s) or concern(s);
 - (ii) To afford the employee reasonable time to prepare a response to the allegation(s) or concern(s) raised and to obtain representation of their choosing;
 - (iii) To afford the employee reasonable opportunity to respond to the allegation(s) or concern(s) raised by the employer, including mitigating circumstances;
 - (iv) To advise the employee how the employer considers the allegation(s) or concern(s) can be resolved including the nature of the improvements sought and/or the expectations of the employer;
 - (v) To offer the employee reasonable assistance to meet the improvements or expectations identified by the employer (ie education and training, counselling or rehabilitation program);
 - (vi) To provide the employee with a full opportunity to improve;
 - (vii) When making a decision, to consider and take into account any responses or mitigating circumstances identified by the employee;
 - (viii) When making a decision, the employer will not consider conduct or performance issues that:
 - Have not been brought to the attention of the employee; or
 - Are of a nature different to the allegation(s) or concern(s) currently in issue;
 - (ix) To advise the employee of the outcome of the performance or disciplinary process;
 - (x) To advise the employee of the next stage of the performance or disciplinary process should the employee fail to meet the improvements sought or the expectations of the employer.
- (c) In the event the outcome of the performance or disciplinary process is a written warning, the written warning shall specify details of the poor performance and the standards of performance expected. The employee shall also be given a reasonable period of time to improve.
- (d) Similarly, an employee shall not be dismissed for misconduct (except in the case of instant dismissal) unless he or she has been given appropriate written warning specifying the unacceptable behaviour.
- (e) Written warnings shall state that a repetition of the misconduct/poor performance will result in further disciplinary action being taken.
- (f) The written warning must also include the details of any corrective action plan, ie education and training, counselling and rehabilitation, or employee assistance scheme etc.

4.9.4 Informed of allegation, evidence and potential consequences

Wheatfields Inc shall provide the employee with all relevant details of the alleged misconduct. The employee shall also be advised of the process that will be followed and the range of disciplinary action which may be taken if the allegation(s) is proven.

4.9.5 Inquiry and Investigation

The employer shall promptly take all reasonable steps to establish and confirm the facts of an alleged misconduct.

4.9.6 Right to Representation and Reasonable Notice

- (a) In the case of either alleged misconduct or poor performance, the employee shall be offered the opportunity to have a Union representative (or other person) present as a witness, and to assist the employee during formal disciplinary action.
- (b) Reasonable notice must be given to the employee prior to an interview so that a representative can be present. If the employee's preferred representative is not available within a reasonable period of time, another representative may be chosen by the employee. If no representative is available within a reasonable period of time, a mutually agreed witness must be chosen - that is, someone whose character and honesty is held in high regard by both management and the employee.

4.9.7 Opportunity to Respond

- (a) The employee shall be provided with a reasonable opportunity to defend himself or herself against the allegations before a final decision is made.
- (b) The employee shall be given an opportunity to state whether there are any mitigating factors that are to be taken into account in determining the appropriate disciplinary action.

4.9.8 Full Consideration and Reasons

- (a) Following the completion of an investigation, full consideration must be given to all facts and information gathered during the investigation and through interviews with the employee.
- (b) If disciplinary action is taken, Wheatfields Inc shall clearly inform the employee of the reason(s). This includes advising the employee of how his or her performance does not meet the expected standards of the organisation, or in the case of misconduct what policies or instructions were breached.

5 - MINIMUM WAGES AND RELATED MATTERS

5.1 CLASSIFICATIONS

Classification definitions are set out in Schedule 2—Classification Definitions. Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

5.2 PROGRESSION THROUGH PAY POINTS

5.2.1 Progression for all classifications for which there is more than one pay point will be by annual movement to the next pay point, or in the case of a part-time or casual employee 1786 hours of experience, having regard to the acquisition and use of skill described in the definitions contained in clause Schedule 2—Classification Definitions and knowledge gained through experience in the practice settings over such a period.

5.2.2 The employer will recognise hours worked at other facilities for the purpose of incremental progression. The onus is on the employee to provide such evidence of these hours worked.

5.3 ALLOWANCES

The following allowances do not apply to employees classified at RN Levels 4 or 5. Allowance rates are detailed in Schedule 3 – Allowances.

5.3.1 Meal allowances

- (a) An employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance, as prescribed, in addition to any overtime payment as follows:
 - (i) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance at the prescribed rate will be paid.

5.3.2 On-call allowance

- (a) An on-call allowance is paid to an employee who is required by the employer to be on call at their private residence, or at any other mutually agreed place. The employee is entitled to receive the following additional amounts for each 24-hour period or part thereof:
 - (i) between rostered shifts or ordinary hours Monday to Friday inclusive, must receive an additional amount as prescribed for the period of part thereof;
 - (ii) between rostered shifts or ordinary hours on a Saturday, must receive an additional amount as prescribed for the period or part thereof;
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any other day the employee is not rostered to work must receive an additional amount as prescribed for the period or part thereof.
- (b) For the purpose of this clause the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.

5.3.3 Travelling, transport and fares

- (a) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than the prescribed rate per kilometre.
- (b) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

- (c) Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 5.3.3(b) which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.

5.3.4 Uniform allowance

- (a) Where uniforms are required to be worn by employees, they will be paid a uniform allowance as prescribed per shift or part thereof on duty or at the rate prescribed 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 as prescribed per shift or part thereof on duty or at the rate prescribed per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on leave, except absence 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.
- (d) Where the employer provides such uniform to an employee, at no cost to the employee, the payment prescribed in 5.3.4(a) will not apply.

5.3.5 Allowance for Additional Qualifications

(a) Registered Nurses – Levels 1, 2 and 3

The allowance for additional qualifications and associated conditions will apply, as prescribed in Schedule 3. This allowance will not apply to a bachelor's degree in nursing.

5.3.6 Nurse in-charge allowance

An RN-1 or an RN-2 directed by the employer to take charge of a health unit, on a Saturday, Sunday, public holiday, or between the hours of 6.00 p.m. and 8.00 a.m. on any day, will:

- (a) If in charge of a worksite of 180 beds or greater, be paid an allowance to bring the employee's substantive rate of pay per hour to that of an RN-3, 1st year of service.
- (b) If in charge of a worksite of 100 beds or more but less than 180 beds, be paid an allowance to bring the employee's substantive rate of pay per hour to that of an RN-2, 3rd year of service.
- (c) If in charge of a worksite of greater than 60 beds but less than 100 beds, be paid an allowance to bring the employee's substantive rate of pay per hour to that of an RN-2, 2nd year of service.
- (d) If in charge of a worksite of less than 60 beds, be paid an allowance to bring the employee's substantive rate of pay per hour to that of an RN-2, 1st year of service.

5.3.7 Adjusted annually

All allowances in this Agreement will be adjusted on an annual basis in line with % increases flowing from this agreement as per Schedule 1. The timing of such adjustments will coincide with the per annum increases to rates of pay, as per Schedule 1.

5.4 PAYMENT OF WAGES

- 5.4.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 5.4.2 Employees will be paid by electronic funds transfer, as determined by the employer, into the bank or financial institution account nominated by the employee.
- 5.4.3 When notice of termination of employment has been given by an employee or an employee's services have been terminated by the employer, payment of all wages and other monies owing to an employee will be made to the employee.

5.5 WAGES INCREASES

- 5.5.1 The Wage increases, and the timing of each increment are detailed in Schedule 1 – Wage Rates.
- 5.5.2 Wage increases provided by this Agreement will be payable from the first full pay period commencing on or after approval of this Agreement by FWC.
- 5.5.3 No further wage increases will be sought before the date prescribed in clause 2.3.
- 5.5.4 There will be no wages paid below the minimum wage amounts as determined by the Nurses Award 2010.

5.6 SUPERANNUATION

Occupational Superannuation contributions will be paid by Wheatfields Inc on behalf of the employee, into HESTA (Health Employees Superannuation Trust Australia) Superannuation plan or an approved fund of the employee's choice.

5.7 RESPONSIBILITY PROVISION – ENROLLED NURSE

- 5.7.1 When shifts are worked outside the span of ordinary hours and the Enrolled Nurse is required to take responsibility for determining the need for and contacting a Registered Nurse for making a care decision, a responsibility allowance will be paid for all or part of the Enrolled Nurse shift. Only one payment of the Responsibility Provision will be made in respect of any shift.
- 5.7.2 The responsibility provision will be paid at the same rate as that of an RN-1, Year 7. Any applicable shift penalties would then be calculated on this rate.

5.8 SALARY SACRIFICE ARRANGEMENTS

- 5.8.1 Salary Sacrificing under this Agreement allows the employee to voluntarily elect to receive a component, which figure when grossed up does not exceed the amount as prescribed by the Australian Tax Office (ATO) from time to time, in a form other than take home pay.
- 5.8.2 Where an employee enters into a salary sacrifice arrangement with Wheatfields Inc the employee will indemnify Wheatfields Inc against any taxation liability arising from that arrangement.
- 5.8.3 Wheatfields Inc 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 Wheatfields Inc 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 Wheatfields Inc. 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 following provisions:
- (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 and;

- 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 Wheatfields Inc 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.
- that upon resignation or termination of employment the Wheatfields Inc 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. Subject to the terms and conditions contained in this Enterprise Agreement, Wheatfields Inc shall pay to an employee who requests this option during the duration of this Agreement an optional remuneration package equivalent to the weekly ordinary time wages otherwise payable consisting of:

- (a) a cash component within the limits (as described in paragraph 1) of the employee's ordinary time wages under this Agreement (paid monthly one fortnight in arrears) and;
- (b) 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 Wheatfields Inc. These include:
 - superannuation;
 - motor vehicle payments and running costs;
 - mortgage and personal loan repayments;
 - health, life and disability insurance;
 - utility expenses (eg. Electricity, gas, water, rates, etc.)
 - school fees;
 - child minding expenses;
 - subscriptions and memberships;
 - car parking; and
 - credit card expenses (other than cash advances).

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. These fees are fixed for a period of three (3) years under contract with the administrative provider.

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

5.9 HIGHER DUTIES

5.9.1 An employee, who is required to relieve another employee in a higher classification than the one in which they are ordinarily employed will be paid at the higher classification rate

5.9.2 Higher duties allowance does not apply to Registered Nurse levels 4 and 5.

6 - HOURS OF WORK AND RELATED MATTERS

6.1 ORDINARY HOURS OF WORK

- 6.1.1 The maximum ordinary hours of work for a full-time employee will be an average of 38 hours per week or 76 hours per fortnight.
- 6.1.2 The shift length or hours of work per day will be a maximum of 8 hours exclusive of meal breaks unless otherwise mutually agreed.
- 6.1.3 The hours of work on any day will be continuous except for meal breaks.
- 6.1.4 **Temporary changes to contracted hours of work**
- (a) With agreement by the employer, employees may change their ordinary rostered hours by swapping a shift with another employee, or to another time of the day or another day as may suit the employee for that instance.
 - (b) With agreement by the employee, the employer may change their ordinary rostered hours for the purposes of covering shifts due to absences or in an emergency situation.
 - (c) Where the changing of hours, initiated by either the employer or the employee, adds to a part-time employee's ordinary hours of work, any additional ordinary hours worked will be paid at ordinary time.
 - (d) At no time shall an employee's rostered hours, plus any additional hours worked in accordance with 6.1.4(a) or (b) average more than 38 hours worked in any one week or 76 hours worked in any one fortnight.
 - (e) Notwithstanding sub clauses 6.1.4(c) and (d), where a part-time employee's hours worked per day exceed the ordinary hours for a full-time employee, those excessive hours will be paid at the appropriate overtime rate.
 - (f) Any changes effected under clause 6.1.4 will be recorded on the employee's time sheet and/or by other acceptable means in writing or electronically by way of demonstrating agreement.
- 6.1.5 Each employee must be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, such days off must be consecutive.
- 6.1.6 **Minimum engagement**
- (a) A full-time employee will be engaged for a minimum of four hours for a work shift.
 - (b) Part-time and Casual employees will be engaged for a minimum of two (2) hours for a work shift.

6.2 SPAN OF HOURS

- 6.2.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.
- 6.2.2 A shift worker is an employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in clause 6.2.1.

6.3 REST BREAKS BETWEEN ROSTERED WORK

- 6.3.1 An employee will be allowed a rest break of ten hours between the completion of one ordinary work period or shift and the commencement of another work period or shift.
- 6.3.2 By mutual agreement between the employer and employee, the ten-hour rest break may be reduced to eight hours.
- 6.3.3 If, on the instruction of the employer, an employee resumes or continues to work without having had ten consecutive hours off duty, or eight hours as agreed, they will be paid at the rate of double time until released from duty for such period.

6.4 ROSTERING

- 6.4.1 Employees will work in accordance with a weekly or fortnightly roster fixed by the employer.
- 6.4.2 The roster will set out employees agreed daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to employees at least seven days before the commencement of the roster period.
- 6.4.3 Unless the employer otherwise agrees, an employee desiring a roster change will give seven days' notice except where the employee is ill or in an emergency.
- 6.4.4 Seven days' notice of a change of roster will be given by the employer to an employee. Except that, a roster may be altered at any time to enable the functions of the facility to be carried out where another employee is absent from work due to illness or in an emergency. Where any such alteration requires an employee working on a day which would otherwise have been the employee's day off, the day off instead will be as mutually arranged.

6.5 SATURDAY AND SUNDAY WORK

- 6.5.1 Where an employee is rostered to work ordinary hours between midnight Friday and midnight Saturday, the employee will be paid a loading of 50% of their ordinary rate of pay for the hours worked during this period.
- 6.5.2 Where an employee is rostered to work ordinary hours between midnight Saturday and midnight Sunday, the employee will be paid a loading of 75% of their ordinary rate of pay for the hours worked during this period.
- 6.5.3 Casual employees' rates for weekend work will be calculated as per Clause 4.4.3.

6.6 BREAKS

6.6.1 Meal breaks

- (a) An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) Where an employee is required to remain available during a meal break, the employee will be paid the meal break Allowance as per Schedule 3. If the employee is recalled to perform duty during this period or is unable to take a meal break the employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (c) Where an employee claims overtime under the provision of sub clause 6.6.1(b), the employee must provide appropriate written evidence of a valid need to interrupt his/her meal break, eg attend to an emergency situation; directed to return to work by a supervisor. Evidence may be by record entered in clinical system.

6.6.2 Tea breaks

- (a) 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.
- (b) Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20-minute tea break.
- (c) Tea breaks will count as time worked.

6.7 OVERTIME

6.7.1 Overtime penalty rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause 6.1—Ordinary hours of work, are to be paid as follows:
 - (i) Monday to Friday (inclusive)—time and a half for the first two hours and double time thereafter;

- (ii) Saturday and Sunday—double time;
 - (iii) Public holidays—double time and a half.
- (b) **Part-time and casual employees**
- (i) All time worked by a part-time or casual employee in excess of 38 hours per week or 76 per fortnight will be paid for at the rate of time and a half for the first two hours and double time thereafter, except that on Saturdays and Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
 - (ii) All time worked by a part-time or casual employee which exceeds ordinary full-time hours per day, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Saturdays and Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
 - (iii) All time worked by a part-time employee which exceeds their rostered/contracted hours per day will be paid in accordance with sub-clause 6.7.1 (a), except where agreement has been reached under either clauses 6.1.4, 6.4.2 or 4.3.3.
- (c) Overtime penalties as prescribed in clause 6.7.1(a) do not apply to Registered Nurse levels 4 and 5.
- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause 6.8—Shiftwork.
- (e) Overtime rates for casual employees will be calculated as per sub clause 4.4.3.

6.7.2 Time off instead of payment for overtime

- (a) By agreement between the employer and employee, an employee may take time off instead of receiving payment for overtime at a mutually agreed time.
- (b) The employee may take one hour of time off for each hour of overtime plus a period of time equivalent to the overtime penalty incurred.
- (c) TOIL accrued but not taken must be paid out at overtime rates upon termination of employment by the employer or employee, and when not taken as time off within six months of being accrued.

6.7.3 Rest period after overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least eight consecutive hours off duty between those times, will be released after completion of such overtime, until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such a absence.
- (c) If, on the instruction of the employer, an employee resumes or continues to work without having had eight consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

6.7.4 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.

6.7.5 Recall to work when on call

- (a) An employee, who is required to be on call, and who is recalled to work at Wheatfields Inc facility, will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) An RN, who is required to be on-call and who is required to perform work by the employer via telephone or other electronic communication and is not required to return to work at Wheatfields as per Clause 6.8.5(a) will be compensated as outlined below:
 - (i) Time taken to answer calls in the first 60 minutes are deemed to be covered by the On-Call Allowance. The "first" 60 minutes is deemed to have commenced upon receiving the first call within an on-call period;
 - (ii) Thereafter, a minimum of 30 minutes will be paid at overtime rates for calls taken.
 - (iii) Time engaged in phone calls that extend beyond the 30-minute minimum will be paid in blocks of 15 minutes.
 - (iv) Employees must maintain an accurate log sheet of calls taken, which will be authorized by their manager for payment.

6.7.6 Recall to work when not on call

- (a) An employee who is not required to be on call and who is recalled to work after leaving the employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an employee is recalled within three hours of their rostered commencement time, and the employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An employee who is recalled to work will not be obliged to work for three hours if the work for which the employee was recalled is completed within a shorter period.
- (d) If an employee is recalled to work, the employee will be provided with transport to and from their home or will be refunded the cost of such transport.
- (e) An employee who is not required to be on call and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hours work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

6.8 SHIFTWORK

6.8.1 Shift penalties

- (a) Where an employee works a rostered afternoon shift between Monday and Friday, the employee will be paid a loading of 15% of their ordinary rate of pay.
- (b) Where an employee works a rostered night shift between Monday and Friday, the employee will be paid a loading of 17% of their ordinary rate of pay.
- (c) The provisions of this clause do not apply where an employee commences their ordinary hours of work after 12.00 noon and completes those hours at or before 6.00 pm on that day.
- (d) For the purposes of this clause:
 - (i) **Afternoon shift** will mean any shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day; and

- (ii) **Night shift** will mean any shift commencing on or after 6.00 pm and finishing before 7.30 am on the following day.

6.8.2 The shift penalties prescribed in this clause will not apply to shift work performed by an employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause 6.5—Saturday and Sunday work and clause 7.2—Public holidays applies.

6.8.3 The provisions of this clause will not apply to Registered nurse levels 4 and 5.

6.9 REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

6.9.1 Request a change in working arrangements

An employee may request a change in his/her working arrangements if:

- (a) Any of the circumstances referred to in subsection (1a) below apply to an employee; and
- (b) the employee would like to change his or her working arrangements because of those circumstances;

then the employee requests the employer for a change in working arrangements relating to those circumstances.

Note: Examples of changes in working arrangements include changes in hours of work, changes in patterns of work and changes in location of work.

(1a) The following are the circumstances:

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

(1b) To avoid doubt, and without limiting 6.9.1 an employee who;

- (a) Is a parent, or has responsibility for the care, of a child; and
- (b) Is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the employee to care for the child.

6.9.2 Entitlement to request:

- (a) An employee, other than a casual employee, is entitled to make a request only after he/she has completed at least 12 months of continuous service with Wheatfields Inc prior to making the request; and
- (b) For a casual employee – the employee:
 - (i) Is a long-term casual employee of Wheatfields Inc prior to making the request; and
 - (ii) Has a reasonable expectation of continuing employment with Wheatfields Inc on a regular and systematic basis.

6.9.3 Formal Requirements

The request must:

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

6.9.4 Agreeing to the request

The employer must give the employee a written response to the request within 21 days, stating whether the employer grants or refuses the request.

6.9.5 The employer may refuse the request only on reasonable business grounds.

- (a) Without limiting what are reasonable business grounds for the purpose of 6.9.4 reasonable business grounds include the following:
- (a) that the new working arrangements requested by the employee would be too costly for the employer;
 - (b) that there is no capacity to change the working arrangements of other employees to accommodate the new working arrangements requested by the employee;
 - (c) that it would be impractical to change the working arrangements of other employees, or recruit new employees, to accommodate the new working arrangements requested by the employee;
 - (d) that the new working arrangements requested by the employee would be likely to result in a significant loss in efficiency or productivity;
 - (e) that the new working arrangements requested by the employee would be likely to have a significant negative impact on customer service.

6.9.6 If Wheatfields Inc refuses the request, the written response under 6.9.4 will include details of the reasons for the refusal.

7 - LEAVE AND PUBLIC HOLIDAYS

7.1 ANNUAL LEAVE

7.1.1 Entitlement to annual leave

- (a) An employee (other than a casual employee) who is a shift worker is entitled to six (6) weeks annual leave for each completed year of continuous service.
- (b) An employee (other than a casual employee) who is not a shift worker (as defined) shall be entitled to five (5) weeks annual leave for each completed year of continuous service.

7.1.2 Shift Worker Definition

For the purpose of the additional week's annual leave provided in sub clause 7.1.1(a), a shift worker is defined as an employee who:

- (a) is regularly rostered over seven days a week; and
- (b) regularly works on weekends

7.1.3 Taking of leave

- (a) Annual leave should be taken in the year accrued or during the following year.
- (b) Leave is for refreshment purposes, therefore, should be taken in blocks of at least of one weeks' duration unless there is mutual agreement between employer and employee. Single days may be taken up to a maximum of five days per calendar year.
- (d) The employer must not unreasonably refuse to agree to a request by the employee to take paid annual leave.

7.1.4 Payment for annual leave

- (a) An employee will be paid, when taking annual leave, the amount of wages they would have received for ordinary time worked had they not been on leave during that period.
- (b) Leave payments will be made in line with the usual pay days that occur during the period of leave being taken, unless agreed otherwise between the employer and employee prior to the commencement of that leave.

7.1.5 Annual leave loading

- (a) In addition to their ordinary pay, an employee, other than a shift worker, will be paid an annual leave loading of 17.5% of their ordinary pay
- (b) Shift workers, in addition to their ordinary pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of ordinary pay; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- (c) Leave loading will be paid on the occasion of leave being taken.

7.1.6 Payment of annual leave on termination

On the termination of their employment, an employee will be paid their untaken annual leave entitlement. Leave loading or weekend/shift penalties, whichever is the higher, will be calculated on the remaining entitlement and paid on termination.

7.1.7 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) The employer must keep a copy of any agreement as an employee record.

- (c) 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 (a), 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.

7.1.8 Excessive leave accruals: general provision

- (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 shift worker, as defined by sub-clause 7.1.2).
- (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.

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

- (a) If an employer has genuinely tried to reach agreement with an employee under sub-clause 7.1.8 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 four weeks when any other paid annual leave arrangements 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.

7.1.10 Excessive leave accruals: request by employee for leave

- (a) If an employee has genuinely tried to reach agreement with an employer under clause 7.1.8 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 sub clause 7.1.10(a) if:
 - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - (ii) the employee has not been given a direction under clause 7.1.9 that, when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.
- (c) A notice given by an employee under sub clause 7.1.10(a) must not:
 - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements 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 8 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 sub clause 7.1.10(a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker, as defined by clause 7.1.2) in any period of 12 months.
- (e) The employer must grant paid annual leave requested by a notice under sub clause 7.1.10(a).

7.1.11 Cashing out of annual leave

- (a) An employee and employer may agree to cash out a specified period of annual leave. Such agreement must be in writing, stating the period of leave to be cashed out.
- (b) An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- (c) The employer must keep a copy of any agreement as an employee record.

7.2 PUBLIC HOLIDAYS

7.2.1 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;	Queen'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 which may be substituted for any such day.

7.2.2 Payment for work done on public holidays

(a) Full-time and Part-time employees

- (i) All work done by a full-time or part-time employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay.
- (ii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(b) Casual employees

- (i) A casual employee will be paid only for those public holidays they work at the rate of 250% of their ordinary rate of pay.
- (ii) Payments under this clause are instead of any additional rate for casual loading, shift or weekend work which would otherwise be payable had the shift not been a public holiday.

(c) Christmas Day – Saturday or Sunday

- (i) Work performed on 25 December that falls on a Saturday or Sunday, and that day is not declared to be the public holiday, shall be paid at the rate of 250% of the employee's base rate of pay.
- (ii) These provisions are in substitution of any other penalties or loadings that may apply to weekend or casual work.

7.2.3 Public holidays occurring on rostered days off

- (a) Full-time employees will receive a day's ordinary pay for public holidays that occur on their rostered day off except where the public holidays fall on Saturday or Sunday with respect to Monday–Friday employees.
- (b) A seven-day shift worker or part-time employees who are rostered off on a public holiday that is a day they would normally work will be paid their ordinary pay for that day.

7.2.4 Payment for night shifts on public holiday

When a night shift commences on one day that is not a public holiday and concludes on the next day, which is a public holiday, and the majority of hours are worked during the public holiday, the whole shift will be regarded as a public holiday shift and will be paid at the applicable public holiday rate as per clauses 7.2.2 (a) or 7.2.2 (b). To clarify and confirm, all hours worked on a public holiday will be paid at public holiday rates.

7.2.5 Public holiday substitution

An employer and a majority of total employees may, by agreement, substitute another day for a public holiday.

7.3 CEREMONIAL LEAVE

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

7.4 PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and 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 7.4.7.

7.4.1 Definitions

The term **immediate family** includes:

- (a) spouse (including a de facto spouse) of the employee. A de facto spouse means a person who lives with the employee as his or her husband or wife or same-sex partner on a bona fide domestic basis; and
- (b) 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 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.

7.4.2 Entitlement to and accrual of paid personal leave

- (a) Paid personal 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 is sick and requires the employee's care and support or who requires the employee's care due to an unexpected emergency.
- (b) For each year of service with his or her 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.

7.4.3 Payment of Personal leave

When employee takes a period of paid personal/carer's leave, the employer will pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

7.4.4 Employee must give notice

- (a) The employee must, as soon as reasonably practicable inform the employer or their inability to attend for duty and as far as practicable state the nature of the injury, illness or emergency and the estimated duration of the absence.
- (b) When taking leave to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, the notice must include:
 - (i) Notice prior to the absence of the intention to take leave, where possible;
 - (ii) The name of the person requiring care and support and their relationship to the employee;
 - (iii) The reasons for taking such leave; and
 - (iv) The estimated length of absence.

7.4.5 Evidence supporting claim

- (a) When taking leave for personal illness or injury, the employee must, if required by the employer, establish by production of a medical certificate, statutory declaration or other reasonable evidence that the employee was unable to work because of injury or personal illness.
- (b) However, *unless required by the employer with cause*, up to two consecutive days, or up to three occasions of single days, of sick leave absence may be allowed without the production of a medical certificate, or other reasonable evidence;
- (c) When taking leave to care for members of their immediate family or household who are sick and require care and support, the employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that such illness requires care by the employee.
- (d) When taking leave to care for members of their immediate family or household who require care due to an unexpected emergency, the employee must, if required by the employer, establish by production of documentation acceptable to the employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care by the employee.

7.4.6 Unpaid carer's leave

An employee is entitled to two days of unpaid carer's leave for each occasion (a *permissible occasion*) when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency affecting the member.

7.4.7 Carer's leave - casual employees

- (a) Employees may be absent from work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death of an immediate family or household member.

- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.

7.5 COMPASSIONATE LEAVE

7.5.1 Paid Compassionate leave entitlement

An employee is entitled to a period of 2 days compassionate leave for each occasion when a member of the employee's immediate family or household:

- contract or develops a personal illness that poses a serious threat to his or her life; or
- sustains a personal injury that poses a serious threat to his or her life; or
- dies.

Evidence that is reasonably required of the illness, injury or death must be given by the employee to the employer if so requested.

Compassionate leave is able to be taken as follows:

- a single unbroken period of 2 days; or
- 2 separate periods of 1 day each; or
- any separate periods to which the employee and his or her employer agree.

An employee is entitled to take compassionate leave at any time while the illness or injury persists.

The employee is entitled to payment for a period of compassionate leave in accordance with the Act.

Subject to the eligibility criteria outlined above, an employee is entitled to an additional 1 day of compassionate leave for each occasion in relation to parents, spouse/partners, children or stepchildren.

7.5.2 Extended Compassionate leave

Paid compassionate leave may be extended by 3 days upon the death of a parent, partner or child of the employee.

7.5.3 Unpaid Compassionate leave entitlement

An employee may take additional unpaid compassionate leave by agreement with the employer.

7.6 PARENTAL LEAVE

Parental Leave will be paid in line with the National Employment Standards, as they may be amended from time to time.

7.7 COMMUNITY SERVICE LEAVE

7.7.1 Entitlement to be absent from employment for engaging in eligible community service activity

An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:

- (a) the period consists of one or more of the following:
- (i) time when the employee engages in the activity;
 - (ii) Reasonable travelling time associated with the activity;
 - (iii) Reasonable rest time immediately following the activity; and

- (b) Unless the activity is jury service—the employee's absence is reasonable in all the circumstances.

7.7.2 Meaning of *eligible community service activity*

General

- (a) Each of the following is an ***eligible community service activity***:
- (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity (see subsection (7.7.2(b))); or
 - (iii) an activity prescribed in regulations made for the purpose of subsection 7.7.2(d).

Voluntary emergency management activities – UNPAID Leave

- (b) An employee engages in a ***voluntary emergency management activity*** if, and only if:
- (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
 - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
 - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
 - (iv) either:
 - the employee was requested by or on behalf of the body to engage in the activity; or
 - no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (c) A ***recognised emergency management body*** is:
- (i) a body, or part of a body, that has a role or function under a plan that:
 - is for coping with emergencies and/or disasters; and
 - is prepared by the Commonwealth, a State or a Territory; or
 - (ii) a firefighting, civil defence or rescue body, or part of such a body; or
 - (iii) any other body, or part of a body, a substantial purpose of which involves:
 - securing the safety of persons or animals in an emergency or natural disaster; or
 - protecting property in an emergency or natural disaster; or
 - otherwise responding to an emergency or natural disaster; or
 - (iv) a body, or part of a body, prescribed by the regulations;
- but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.

Regulations may prescribe other activities

- (d) The regulations may prescribe an activity that is of a community service nature as an eligible community service activity.

7.7.3 Notice and evidence requirements

Notice

- (a) An employee who wants an absence from his or her employment to be covered by this Division must give his or her employer notice of the absence.
- (b) The notice:
 - (i) must be given to the employer as soon as practicable (which may be a time after the absence has started); and
 - (ii) must advise the employer of the period, or expected period, of the absence.

Evidence

- (c) An employee who has given his or her employer notice of an absence under subsection 7.7.3(a) must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the absence is because the employee has been or will be engaging in an eligible community service activity.

Compliance

- (d) An employee's absence from his or her employment is not covered by this Division unless the employee complies with this section.

Note: Personal information given to an employer under this section may be regulated under the *Privacy Act 1988*.

Leave granted under this clause will be unpaid.

7.7.4 Payment to employees (other than casuals) on jury service

Application of this section

- (a) This section applies if:
 - (i) in accordance with this Division, an employee is absent from his or her employment for a period because of jury service; and
 - (ii) the employee is not a casual employee.

Employee to be paid base rate of pay

- (b) Subject to subsections 7.7.4(c), (d) and (e), the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period.

Evidence

- (c) The employer may require the employee to give the employer evidence that would satisfy a reasonable person:
 - (i) that the employee has taken all necessary steps to obtain any amount of jury service pay to which the employee is entitled; and
 - (ii) of the total amount (even if it is a nil amount) of jury service pay that has been paid, or is payable, to the employee for the period.

Note: Personal information given to an employer under this subsection may be regulated under the *Privacy Act 1988*.

- (d) If, in accordance with subsection 7.7.4(c), the employer requires the employee to give the employer the evidence referred to in that subsection:
 - (i) the employee is not entitled to payment under subsection 7.7.4(b) unless the employee provides the evidence; and
 - (ii) if the employee provides the evidence—the amount payable to the employee under subsection 7.7.4(b) is reduced by the total amount of jury service pay that has been paid, or is payable, to the employee, as disclosed in the evidence.

Payment only required for first 10 days of absence

- (e) If an employee is absent because of jury service in relation to a particular jury service summons for a period, or a number of periods, of more than 10 days in total:
 - (i) the employer is only required to pay the employee for the first 10 days of absence; and
 - (ii) the evidence provided in response to a requirement under subsection 7.7.4(c) need only relate to the first 10 days of absence; and
 - (iii) the reference in subsection 7.7.4(d) to the total amount of jury service pay as disclosed in evidence is a reference to the total amount so disclosed for the first 10 days of absence.

Meaning of jury service pay

- (f) **Jury service pay** will mean an amount paid in relation to jury service under a law of the Commonwealth, a State or a Territory, other than an amount that is, or that is in the nature of, an expense-related allowance.

Meaning of jury service summons

- (f) **Jury service summons** will mean a summons or other instruction (however described) that requires a person to attend for, or perform, jury service.

7.8 DOMESTIC AND FAMILY VIOLENCE LEAVE

Wheatfields Inc recognises that some of its staff may experience situations of violence or abuse in their domestic life that may negatively affect their attendance or performance at work. It is recognised that domestic violence includes physical, financial, verbal or emotional abuse by a current or former family/household member.

7.8.1 Wheatfields will offer support to employees experiencing domestic violence. This may include, where appropriate:

- a. access to personal leave entitlements to attend medical appointments, legal proceedings, seek safe housing or to attend any other activities related to dealing with domestic violence and its consequences. This leave may be taken as consecutive days or single days, or as a fraction of a day as required.
- b. flexible working arrangements, including changes to working times if consistent with the needs of the work unit, and with appropriate regard to the health and safety of other staff.
- c. access to up to an additional five days of unpaid leave.

7.8.2 Proof of domestic violence may be required by (the employer) and can be presented in the form of an agreed document issued by the police service, a court, a medical practitioner, a domestic violence support service or lawyer, or a counselling professional.

7.8.3 An employee who is supporting a person experiencing domestic violence, and who requires time off work for that purpose, may request unpaid leave and/or may request Personal Leave.

8 – STAFFING AND TRAINING & DEVELOPMENT

8.1 SAFE STAFFING LEVELS & SKILL MIX

- 8.1.1 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.
- 8.1.2 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;
 - the complexity of care required, including factors such as: frailty or dementia;
 - the location of the facility or service, whether metropolitan rural or remote; and
 - 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.
- 8.1.3 The level of staffing and the skills mix of staff must enable Wheatfields Inc 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.
- 8.1.4 The level of staffing and the skills mix of staff must also enable Wheatfields Inc to meet their responsibilities under occupational health and safety legislation and must aim for the promotion of a safe and healthy workplace.
- 8.1.5 To meet optimal health and quality of life outcomes at an individual and service level, Wheatfields Inc 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 work and life balance for staff and gives priority to permanent employment.
- 8.1.6 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 staff and the Unions must occur when changes to the level of staffing and the skills mix of staff have an impact on staff working conditions or to their work and family balance.
- 8.1.7 Wheatfields Inc 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.

8.2 STAFF DEVELOPMENT

- 8.2.1 Wheatfields Inc recognises that training/education is essential for the maintenance and development of nursing practice in the care 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 objectives. Wheatfields Inc will continue to provide and support training/education opportunities to ensure Nurses are able to deliver appropriate resident care and to perform other related duties in accordance with relevant standards.
- 8.2.2 The responsibility for staff development is shared between Nurses and their employers. 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.
- 8.2.3 On the basis of assessed needs, a range of programs/topics relevant to resident lifestyle and nursing care delivery will be provided by the employer and Nurses are encouraged to attend.

- 8.2.4 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. Individual Nurses are expected to show initiative in seeking developmental opportunities.
- 8.2.5 Where further staff development is to enhance the skills and knowledge of the Employee the Employer will determine in discussion with the Employee the amount of support to be provided, this may take the form of paid leave and/or paid expenses or leave without pay. This will be at the discretion of the employer having regard to the needs of the facility.
- 8.2.6 Managers may approve leave and expenses or leave without pay, to attend organised seminars, courses or conferences.
- 8.2.7 Wheatfields Inc 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 Wheatfields Inc performance and competency appraisal system.

8.3 MANDATORY TRAINING & STAFF MEETINGS

- 8.3.1 All staff will be paid for mandatory training hours and mandatory staff meetings.
- 8.3.2 Staff attending the workplace on a scheduled day off for the purpose of attending mandatory training or a meeting will be paid a minimum of two hours at their ordinary rate of pay.
- 8.3.3 **E-Training**
- (a) Employees who are rostered on duty at the time they undertake e-Training will be paid for the duration of the training as if they had worked.
 - (b) Employees who are rostered off duty and elect to undertake e-Training either at home or choose to do so using Wheatfield's facilities, will be paid a minimum of 30 minutes up to a maximum of one hour at their ordinary rate of pay for each module successfully completed.



SCHEDULE 1**WAGES SCHEDULE**

Classification	Hourly Rate	FFPP on or after 29-Jan-21 payable following successful ballot	FFPP on or after 31-Dec-21	FFPP on or after 31-Dec-22
	Current	1.50%	2.00%	2.20%
Enrolled Nurse with Diploma or accredited to administer medications				
Year 1	\$25.60587	\$25.98996	\$26.50976	\$27.09297
Year 2	\$26.15705	\$26.54941	\$27.08039	\$27.67616
Year 3	\$26.70886	\$27.10949	\$27.65168	\$28.26002
Year 4	\$27.26204	\$27.67097	\$28.22439	\$28.84533
Year 5	\$27.81249	\$28.22968	\$28.79427	\$29.42774
Year 6	\$28.32510	\$28.74998	\$29.32498	\$29.97013
Registered Nurse Level 1				
Year 1	\$27.00736	\$27.41247	\$27.96072	\$28.57586
Year 2	\$28.30786	\$28.73248	\$29.30713	\$29.95188
Year 3	\$29.65414	\$30.09895	\$30.70093	\$31.37635
Year 4	\$30.98789	\$31.45271	\$32.08176	\$32.78756
Year 5	\$32.31358	\$32.79828	\$33.45425	\$34.19024
Year 6	\$33.64126	\$34.14588	\$34.82880	\$35.59503
Year 7	\$34.96696	\$35.49146	\$36.20129	\$36.99772
Year 8	\$36.29328	\$36.83768	\$37.57443	\$38.40107
Year 9	\$36.96145	\$37.51587	\$38.26619	\$39.10805
Registered Nurse Level 2				
Year 1	\$37.61970	\$38.18400	\$38.94768	\$39.80452
Year 2	\$38.50399	\$39.08155	\$39.86318	\$40.74017
Year 3	\$39.38817	\$39.97899	\$40.77857	\$41.67570
Year 4	\$40.27246	\$40.87655	\$41.69408	\$42.61135
Registered Nurse Level 3				
Year 1	\$41.92988	\$42.55883	\$43.41000	\$44.36502
Year 2	\$42.92520	\$43.56908	\$44.44046	\$45.41815
Year 3	\$43.91978	\$44.57858	\$45.47015	\$46.47049
Year 4	\$44.91573	\$45.58947	\$46.50126	\$47.52428
Registered Nurse Level 4				
Grade 1	\$47.45880	\$48.17068	\$49.13410	\$50.21505
Registered Nurse Level 5				
Grade 1	\$50.22123	\$50.97455	\$51.99404	\$53.13791



NOTE: Enrolled Nurse (without Diploma or Medication credentials) and Registered Nurse Levels above L4.1 and L5.1 are not required in the facility for the life of this Agreement.

9 - SIGNATORIES

SIGNED ON BEHALF OF THE EMPLOYER

Signature:	
Date:	11/3/2021
Name in Full:	Tamara Erskine
Position:	Executive Officer
Address:	10 Semmens Crescent Freeling
Witness Signature:	
Name in Full:	Ann O'Donne

SIGNED ON BEHALF OF UNION - ANMF Representative

Signature:	
Date:	15/3/21
Name in Full:	ADJ Assoc Professor Elizabeth Dalbano PhD
Position:	BRANCH SECRETARY
Address:	191 Torrains Rd Ridgelyton 5008
Witness Signature:	
Name in Full:	ELISA CIRILLO

SCHEDULE 2

CLASSIFICATION DEFINITIONS

2.1 Enrolled Nurses

2.1.1 Enrolled nurse—pay point 1

- (a) Pay point 1 refers to the pay point to which an enrolled nurse (EN) has been appointed.
- (b) An employee will be appointed based on training and experience including:
- having satisfactorily completed a hospital-based course of training in nursing of not more than 12 months duration leading to enrolment as an EN; or
 - having satisfactorily completed a course of training of 12 months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a state/territory nurses registration board; and
 - having practical experience of up to but not more than 12 months in the provision of nursing care and/or services, and, the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**
- The employee has limited or no practical experience of current situations; and
 - The employee exercises limited discretionary judgment, not yet developed by practical experience.

2.1.2 Enrolled nurse—pay point 2

- (a) Pay point 2 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- having satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration and/or 500 or more hours theory content or a course accredited at advanced certificate level leading to enrolment as an EN; or
 - not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 1; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- (c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- a developing ability to recognise changes required in nursing activity and in consultation with the RN, implement and record such changes, as necessary;
- an ability to relate theoretical concepts to practice; and/or
- requiring assistance in complex situations and in determining priorities.

2.1.3 Enrolled nurse—pay point 3

- (a) Pay point 3 refers to the pay point to which an EN has been appointed.
- (b) An employee will be appointed to this pay point based on training and experience including:
- not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for pay point 2; and
 - the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions;
- flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
- communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

2.1.4 Enrolled nurse—pay point 4

(a) Pay point 4 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 3; and
- the undertaking of in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- speed and flexibility in accurate decision making;
- organisation of own workload and ability to set own priorities with minimal direct supervision;
- observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or
- communication and interpersonal skills to meet psychosocial needs of individual/groups.

2.1.5 Enrolled nurse—pay point 5

(a) Pay point 5 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 4; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

2.1.6 Enrolled nurse—pay point 6

(a) Pay point 6 refers to the pay point to which an EN has been appointed.

(b) An employee will be appointed to this pay point based on training and experience including:

- not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for pay point 5; and
- the undertaking of relevant in-service training, subject to its provision by the employing agency, from time to time.

(c) **Skill indicators**

The employee is required to demonstrate some of the following in the performance of their work:

- contributes information in assisting the RN with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
- responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
- efficiency and sound judgment in identifying situations requiring assistance from an RN.

2.2 Registered Nurses

2.2.1 Registered nurse—level 1 (RN1)

(a) An employee at this level performs their duties:

- (i) according to their level of competence; and
- (ii) under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction.

(b) An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
- providing support, direction and education to newer or less experienced staff, including EN's, and student EN's and student nurses;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

2.2.2 Registered nurse—level 2 (RN2)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse.

(b) In addition to the duties of an RN1, an employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

Duties of a Clinical nurse will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical nurse consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects and participating in quality assurance programs and policy development within the practice setting.

2.2.3 Registered nurse—level 3 (RN3)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when that the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Clinical nurse consultant, Nurse manager or Nurse educator.

(b) In addition to the duties of an RN2, an employee at this level will perform the following duties in accordance with practice settings and patient or client groups:

- (i) Duties of a **Clinical nurse consultant** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff and patient/client education;
 - staff selection, management, development and appraisal;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
 - delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
 - coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.
- (ii) Duties of a **Nurse manager** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
 - staff selection and education;
 - allocation and rostering of staff;
 - occupational health;
 - initiation and evaluation of research related to staff and resource management;
 - participating in policy development and implementation;
 - acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
 - managing financial matters, budget preparation and cost control in respect of nursing within that span of control.
- (iii) Duties of a **Nurse educator** will substantially include, but are not confined to:
 - providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
 - implementation and evaluation of staff education and development programs;

- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

2.2.4 Registered nurse—level 4 (RN4)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as an Assistant director of nursing (clinical), Assistant director of nursing (management), or Assistant director of nursing (education).

(b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(c) In addition to the duties of an RN3, an employee at this level will perform the following duties:

(i) Duties of an **Assistant director of nursing (clinical)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (management) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing executive team;
- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Clinical nurse consultants;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control; and
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

(ii) Duties of an **Assistant director of nursing (management)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Assistant director of nursing (clinical) and Assistant director of nursing (education), particularly in the areas of selection of staff within the employee's area of responsibility;
- coordination and promotion of nursing management research projects;
- participating as a member of the nursing executive team;

- contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
 - being accountable for the effective and efficient management of human and material resources within a specified span of control;
 - being accountable for the development and coordination of nursing management systems within a specified span of control; and
 - being accountable for the structural elements of quality assurance for a specified span of control.
- (iii) Duties of an **Assistant director of nursing (education)** will substantially include, but are not confined to:
- providing leadership and role modelling, in conjunction with others including the Assistant director of nursing (clinical) and the Assistant director of nursing (management), particularly in the areas of selection of staff within the employee's area of responsibility;
 - coordination and promotion of nurse education research projects;
 - participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
 - managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
 - being accountable for the standards and effective coordination of education programs for a specified population;
 - being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
 - being accountable for the management of educational resources including their financial management and budgeting control; and
 - undertaking career counselling for nursing staff.

2.2.5 Registered nurse level 5—(RN5)

(a) An employee at this level:

- (i) holds any other qualification required for working in the employee's particular practice setting; and
- (ii) is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform the duties detailed in this subclause on a continuing basis.

An employee at this level may also be known as a Director of nursing.

(b) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.

(c) In addition to the duties of an RN4, an employee at this level will perform the following duties:

- being accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- participating as a member of the executive of the health unit, being accountable to the executive for the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- providing leadership, direction and management of the nursing division of the health unit in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors of the health unit;

SCHEDULE 3**ALLOWANCES**

Clause	Item	Frequency	FFPP on/after successful ballot	FFPP on/after 31/12/2021	FFPP on/after 31/12/2022
				2.00%	2.20%
5.3.1(a)	Meal Allowance - o/t beyond 1 hour	per shift	\$13.56	\$13.83	\$14.14
5.3.1(a)(ii)	Meal Allowance - o/t beyond 4 hours	per shift	\$12.23	\$12.47	\$12.75
5.3.2(a)(i)	On-Call Allowance - Monday to Friday	per 24-hr period	\$22.47	\$22.92	\$23.42
5.3.2(a)(ii)	On-Call Allowance - Saturday	per 24-hr period	\$33.85	\$34.53	\$35.29
5.3.2(a)(iii)	On-Call Allowance - Sunday & PH	per 24-hr period	\$39.49	\$40.28	\$41.17
5.3.4(a)	Uniform Allowance (whichever is less)	per week	\$6.63	\$6.76	\$6.91
		per shift	\$1.31	\$1.34	\$1.37
5.3.4(b)	Laundry Allowance (whichever is less)	per week	\$1.58	\$1.61	\$1.65
		per shift	\$0.34	\$0.35	\$0.35
6.6.1(b)	Meal Break Allowance	per shift	\$8.62	\$8.79	\$8.99
Fixed Amounts - for life of Agreement					
5.3.3(a)	Travel Allowance	per km	\$0.81	\$0.81	\$0.81
5.3.5(a)	Additional Qualifications Allowance	per hour	\$0.64	\$0.64	\$0.64

* See the next page for details of eligibility

- providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests of nursing to the executive team of the health unit;
- managing the budget of the nursing division of the health unit;
- ensuring that nursing services meeting changing needs of clients or patients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

* Qualification Allowance - Conditions of Eligibility

ALLOWANCES

Registered Nurses, Levels 1, 2 and 3

Hospital certificates or other tertiary qualifications such as diplomas issued by a University or College of Advanced Education prior to the implementation of Graduate Certificates or Graduate Diplomas in nursing practice that are relevant to caring for the elderly, and to Wheatfields Inc, will be recognised for the purpose of entitlement to the Qualification Allowance:

Conditions

- (i) The additional qualification must be in addition to the basic qualification/s required for an employee's position and must be directly relevant** (as determined by the employer) to the employee's current practice, position or role. A qualification allowance cannot be claimed in respect of an employee's base qualification leading to registration or enrolment;
- (ii) no further appointments will be made to the classification of "Nurse Specialist".
- (iii) only one allowance is payable. Where more than one additional, relevant** qualification (as determined by the employer) is held by an employee, only one allowance applicable will be paid;
- (iv) the allowance is available on a pro rata basis for part time employees;
- (v) the allowance is payable on a fortnightly basis;
- (vi) the allowance is payable during paid leave.
- (vii) an employee claiming entitlement to a qualification allowance must provide the employer with written evidence of having satisfactorily completed the requirements for the qualification for which the entitlement is claimed.

** For the purpose of this Clause, "directly relevant" will mean that the additional qualification is applicable to an employee's current area of practice. In considering whether the qualification is relevant, the nature of the qualification together with the current area of practice, the classification and the position description of the qualification holder are the main criteria.

