

**The Sisters of Our Lady of China Health Care  
Pty Ltd t/as Alkira Gardens, Pembroke Lodge,  
Rocky Point Residence NSWNMA and HSU New  
South Wales Branch Enterprise Agreement  
2024**

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## Part 1: Application and Operation

### 1. Title

This Agreement is **The Sister of Our Lady of China Health Care Pty Ltd t/as Alkira Gardens, Pembroke Lodge, Rocky Point Residence NSWMA and HSU New South Wales Branch Enterprise Agreement 2024.**

### 2. Operation of Agreement

- 2.1 This Agreement will commence seven days after approval by the Fair Work Commission and will nominally **expire on 30 June 2028.**
- 2.2 Wage outcomes will be as per clause **16 Wage Increases** with all other new or increased entitlements applying only from the date of operation.
- 2.3 This Agreement shall cover all Employees of the Employer performing work within the classifications contained in the Agreement and employed by a residential aged care facility or homecare or community care program run by or from an aged care facility or provider in NSW and ACT.
- 2.4 The Employer agrees that discussions regarding bargaining for a new agreement shall commence no later than three months prior to the expiry date of this Agreement.
- 2.6 The HWU and ANMF, provided written notice is given in accordance with section 183 (1) of the Fair Work Act and the Fair Work Commission notes in the document to approve the Agreement that the Agreement covers the HWU and ANMF.

### 3. Definitions

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

- 3.2 In the Agreement, unless the contrary intention appears:

**Act** means the *Fair Work Act 2009* (Cth).

**AHPRA** means the Australian Health Practitioner Regulation Authority.

**Aged Care Setting** means the provision of accommodation and care services for aged persons in a hostel, nursing home, aged care independent living units, aged care serviced apartments, garden settlement, retirement village or any other residential accommodation facility including in the home.

**Aged Care Classification Employee** means an Employee working in an Aged Care Setting who would otherwise be covered by the *Aged Care Award 2010*.

**Agreement** means the **The Sisters of Our Lady of China Health Care Pty Ltd t/as Alkira Gardens, Pembroke Lodge, Rocky Point Residence NSWMA and HSU New South Wales Branch Enterprise Agreement 2024.**

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

**Board** means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable

**Dayworker** is an employee whose ordinary hours of work will be between 6.00 am and 6.00 pm Monday to Friday and between 6.00 am and 8.00 pm Monday to Sunday for a Home Care Employee.

**De-facto partner** means a person who, although not legally married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (including same sex relationships).

**Employee** means an Employee of the Employer and has the meaning in the Act.

**Employer** means **The Trustees of the Sisters of Our Lady of China t/a Alkira Gardens, Pembroke Lodge, Rocky Point Residence** and has the meaning in the Act.

**Employee representative** means an individual or union nominated by the Employee/s to represent the Employee/s in relation to their employment.

**Family and domestic violence** is abusive and/or violent behaviour used by one person to control and dominate another person within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse.

Domestic violence may also include one person in a domestic relationship asking or getting someone else to injure, intimidate, harass or threaten the other person, or damage the other person's property.

A domestic relationship includes an immediate family member, or a person who has been or is in a continuing social relationship of a romantic or intimate nature with the victim, a person who is or has continually or at regular intervals lived in the same household as the victim, or a person related to the Employee according to Aboriginal or Torres Strait Islander kinship rule.

**FWC** means the Fair Work Commission.

**Health Professional Employee** is a Health Professional (other than a nursing Employee and a Diversional Therapist) registered with AHPRA. Examples include physiotherapist, occupational therapist, dietician and counsellor.

**Home Care Setting** means the provision of personal care, domestic assistance or home maintenance to an aged person or a person with a disability in a private residence.

**Home Care Classification Employee** means an Employee working in a Home Care Setting otherwise covered by the *Social, Community, Home Care and Disability Services Industry Award 2010*.

**Immediate family** of a person means:

- (a) a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the person;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person;
- (c) a foster child or a child placed permanently with the Employee or the Employee's spouse or de facto partner through a permanent care order made by a court and the parents of that child; and
- (d) related by First Nations kinship rules.

**Immediate household** means persons who normally reside in the same household as the Employee.

**NES** means National Employment Standards set out under Chapter 2, Part 2-2 of the Act. These are the minimum standards that apply to the employment of Employees which cannot be displaced.

**Nursing Employee** means a Registered Nurse or Enrolled Nurse otherwise covered by *the Nurses Award 2010*.

**Registered Health Practitioner** means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under the National Health Practitioner Regulation National Law Act of a State, Territory or the Commonwealth or other legislation which is required for professional practice.

**Regulations** mean the *Fair Work Regulations 2009* (Cth).

**Unions** mean the NSW Nurses & Midwives' Association (NSWNMA), Australian Nursing and Midwifery Federation - NSW Branch (ANMF NSW Branch), the Australian Nursing and Midwifery Federation – ACT Branch (ANMF-ACT) and the Health Services Union, NSW/ACT/QLD Branch (HSU NSW/ACT/QLD).

**Workplace Delegate** means an Employee elected or nominated by a union to represent the Employee/s in relation to their employment. The rights granted to a Workplace Delegate are shown at clause **60 Workplace Delegates Rights**.

**WVC** means the Aged Care and Nurses (aged care only) Work Value Cases that were before the FWC.

- (b) the Health Services Union New South Wales Branch (HSU NSW);
- (c) the New South Wales Nurses & Midwives' Association (NSWNMA);
- (d) the Australian Nursing and Midwifery Federation NSW Branch (ANMF NSW Branch); and

#### **4. Access to the Agreement and the NES**

The Employer must ensure that copies of the Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace and/or through electronic means.

#### **5. The National Employment Standards and this Agreement**

This Agreement will be read and interpreted subject to the NES as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act). 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.

#### **6. Individual Flexibility Arrangements**

6.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement (arrangement) to vary the effect of terms of the Agreement if:

- (a) the arrangement 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 the matter or matters it deals with; and
  - (c) the arrangement is genuinely agreed to by the Employer and Employee, without coercion or duress.
- 6.2 An arrangement may only be made after the individual Employee has commenced employment with the Employer.
- 6.3 An Employer who wishes to initiate the making of an arrangement must:
- (a) give the Employee a written proposal; and
  - (b) if the Employer is aware that the Employee has, or should reasonably be aware that the Employee may have, limited understanding of written English, take reasonable steps to ensure that the Employee understands the proposal.
- 6.4 If the Employer proposes to enter into an arrangement with an Employee, the Employer must meet with the Employee to discuss the proposal prior to entering the arrangement if the Employee requests such a meeting.
- 6.5 The Employer must ensure that the terms of the arrangement:
- (a) are about permitted matters under **section 172** of the Act and
  - (b) are not unlawful terms under **section 194** of the Act; and
  - (c) result in the Employee being better off overall than the Employee would have been if no arrangement were agreed to.
- 6.6 The Employer must ensure that the 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, is 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
    - (iv) states the day on which the arrangement commences; and describes how the arrangement can be terminated.
- 6.7 The Employer must give the Employee a copy of the arrangement within 14 days after it is agreed to.
- 6.8 The Employer or Employee may terminate the arrangement:

- (a) at any time, by agreement in writing between the Employer and the Employee; or
  - (b) by the Employer or the Employee giving 28 days written notice to the other party.
- 6.9 An arrangement terminated in accordance with clause **6 Individual Flexibility Arrangements 6.8 (b)** ceases to have effect at the end of the period of notice required under that clause.
- 6.10 The Employer or Employee may use the dispute settlement procedure in this Agreement to deal with disputes that may arise concerning the matters dealt with in the arrangement.

## Part 2: Employment Relationship

### 7. Consultation

7.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology that is likely to have a significant effect on Employees to which this enterprise agreement applies;
- or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

#### Consultation in relation to major workplace change

7.2 For a major change referred to in clause **7 Consultation 7.1 (a)**:

- (a) the Employer must notify the relevant Employees, the relevant Union, and the Employee's other chosen representative (where relevant) of the decision to introduce the major change and
- (b) clauses **7 Consultation 7.3 to 7.9** apply.

7.3 The relevant Employee or Employees may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

7.4 If:

- (a) a relevant Employee, or the relevant Employees, advise the Employer that a person or Employee organisation is their 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.

7.5 The Employer must notify the relevant Employees and their representatives (if any) of the decision to introduce the change.

7.6 As soon as practicable after making its decision, the Employer must:

- (a) consult with the relevant Employees and their representatives (if any), including by discussing with them:
  - (i) the introduction of the change and
  - (ii) the effect the change is likely to have on the Employees; and
  - (iii) measures to avoid or reduce any adverse effect of the change on the Employees; and
- (b) for the purposes of the consultation—provide, in writing, to the relevant Employees, Unions and their representatives (if any):
  - (i) all relevant information about the change including the nature of the change proposed; and
  - (ii) the reasons or justification for the change; and
  - (iii) information about the expected effects of the change on the Employees; and

- (iv) any other matters likely to affect the Employees.
- 7.7 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).
- 7.8 The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees and their representatives (if any).
- 7.9 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant Employees and their representatives (if any).
- 7.10 If a term in this agreement provides for the introduction of a major workplace change in relation to the enterprise of the Employer, the requirements to consult contained in clauses **7 Consultation 7.3 to 7.9** are taken not to apply.
- 7.11 In this term, a major workplace 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 in the composition, operation or size of the Employer’s workforce or to the skills required of Employees; or
  - c) the loss of, or reduction in, job or promotion opportunities; or
  - d) the loss of, or reduction in, job tenure or job security; or
  - e) the alteration of hours of work; or
  - f) the need for Employees to be retrained or transferred to other work or locations; or
  - g) job restructuring.

**Consultation in relation to change to regular roster or ordinary hours of work**

- 7.12 For a change referred to in clause **7 Consultation 7.1 (a)**:
  - a) the Employer must notify the relevant Employees, the relevant Union, and the Employee’s chosen representative (where relevant) in writing of the proposed change and
  - b) clauses **7 Consultation 7.12 to 7.17** apply; and
- 7.13 The relevant Employee or Employees may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.
- 7.14 If:
  - (a) a relevant Employee, or the relevant Employees, advise the Employer that a person or Employee organisation is their representative for the purposes of the consultation and
  - (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.
  - (c) As soon as practicable after proposing to introduce the change, the Employer must:

- (i) consult with the relevant Employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and
  - (ii) for the purposes of the consultation—provide to the relevant Employees and their representatives (if any):
    - 1. all relevant information about the change, including the nature and expected duration of the change; and
    - 2. information about what the Employer reasonably believes will be the effects of the change on the Employees (including any effect on the Employee’s remuneration); and
    - 3. information about any other matters that the Employer reasonably believes are likely to affect the Employees; and
  - (d) invite the relevant Employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- 7.15 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees or their representatives (if any).
- 7.16 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees or their representatives (if any).
- 7.17 The Employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of Employees by the relevant Employees and their representatives (if any).
- 7.16 In this term **relevant Employees** means the Employees who may be affected by a change referred to in clause **7 Consultation 7.1**.

## **8. Dispute Resolution Procedure**

- 8.1 If a dispute relates to:
- (a) a matter arising under the Agreement; or
  - (b) the NES,
- this term sets out procedures to settle the dispute.
- 8.2 The parties to a dispute referred to in this procedure may include:
- (a) an Employee or Employees covered by the Agreement who are, or will be, affected by the dispute;
  - (b) the Employer or Employers covered by the Agreement; and
  - (c) an Employee organisation who:
    - (i) has a member who it is entitled to represent and who is an Employee referred to in clause **8.1 Dispute Resolution Procedure (a)**; or
    - (ii) is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.

- 8.3 An Employee who is a party to the dispute may advise the Employer that a person or Employee organisation is their representative for the purposes of the procedures in this term.
- 8.4 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the relevant Employee or Employees, relevant supervisors and/or management and any relevant Employee organisation.
- 8.5 If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC.
- 8.6 The FWC may deal with a dispute referred to it under clause **8 Dispute Resolution 8.4** even if the requirement for discussions in subclause **8 Dispute Resolution 8.5** has not been complied with if the FWC is satisfied that it is appropriate in all the circumstances to do so.
- 8.7 The FWC may deal with the dispute in 2 stages:
- (a) the FWC will first attempt to resolve the dispute in such manner as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the FWC is unable to resolve the dispute at the first stage, the FWC may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- 8.8 If the FWC arbitrates the dispute:
- (a) it may also use any of the powers that are available to it under the Act, including, but not limited to, the power to grant interim relief; and
  - (b) a decision that the FWC makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the Act and a person aggrieved by the decision may seek to appeal the decision as provided for in that Act.
- 8.9 Subject to any order made by the FWC under clause **8 Dispute Resolution 8.8 (a)**, while the parties are trying to resolve the dispute using the procedures in this term:
- (a) an Employee must continue to perform work as the Employee normally would unless the Employee has a reasonable concern about an imminent risk to 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 work 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.
- 8.10 The parties to the dispute agree to be bound by a decision made by the Commission in accordance with this term.

## **9. Preventing and Responding to Workplace Bullying**

- 9.1 The Employer and Employees are committed to a safe and healthy work environment that is free from harassment, discrimination and/or bullying.
- 9.2 This means that the Employer will take reasonable steps to prevent any unwanted harassment, discrimination or bullying behaviours in the workplace and Employees will not engage in bullying, discriminatory or harassing conduct, and will notify the Employer of anyone engaging in such conduct.
- 9.3 Any reports of harassment, discrimination or bullying will be treated seriously and confidentially.
- 9.4 Reasonable steps will be taken to investigate and resolve any report of harassment, discrimination or bullying behaviours in the workplace. Employees acknowledge their obligation under this clause extends to participating in Employer investigations of workplace bullying, harassment and discrimination and maintaining confidentiality of such investigations.
- 9.5 Employee/s who have been found to have engaged in such conduct face disciplinary action up to and including the termination of their employment.

## **10. Workload Management**

- 10.1 The parties to this Agreement acknowledge that Employees and the Employer have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident/client care.
- 10.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by the Employer the following procedures should be applied:
  - (a) Step 1: In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (b) Step 2: If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior workplace Leader for further discussion.
  - (c) Step 3: If a solution still cannot be identified and implemented, the matter should be referred to the Facility or Regional Manager for further discussion.
  - (d) Step 4: The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- 10.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
  - (a) Clinical assessment of residents' needs;
  - (b) The demand of the environment such as facility layout;
  - (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
  - (d) The requirements of nurse regulatory legislation;
  - (e) Reasonable workloads (such as roster arrangements);
  - (f) Accreditation standards; and

(g) Budgetary considerations.

10.4 If the issue is still unresolved, the Employee/s may advance the matter through clause **8 Dispute Resolution Procedure**. Arbitration of workload management issues may only occur by agreement of all parties to the dispute.

## Part 3: Types of Employment and Termination of Employment

### 11. Types of Employment

#### 11.1 Employment Categories

- (a) Employees under this Agreement will be employed in one of the following categories:
  - (i) full-time;
  - (ii) part time; or
  - (iii) casual.
- (b) 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.

#### 11.2 Full-time Employment

A full-time Employee is one who is engaged to work 76 hours per fortnight or an average of 38 hours per week.

#### 11.3 Part time Employment

- (a) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 76 hours per fortnight and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the days of the week and shifts that will be worked. For all Employees except those employed in Nursing classifications, the agreement will also include the starting and finishing times each day.
- (c) Additional hours agreed and worked in accordance with clause **11 Types of Employment 11.3 (d)** below will be, treated as ordinary hours, for the purposes of calculating the Employee's entitlements (e.g. leave accruals and superannuation).
- (d) Where a part-time Employee agrees in writing (including by electronic means) to change their roster to work additional hours or shifts, additional hours will be paid at the ordinary rate of pay unless the additional hours meet the requirements of clause **39 Overtime**.
- (e) Hours worked by a part-time Employee at the direction of the Employer in addition to their rostered hours on any day will be paid at overtime rates.
- (f) The terms of the agreement in clause **11 Types of Employment 11.3 (b)** may be varied by agreement between the Employer and Employee and recorded in writing.
- (g) Where no written agreement per clause **11 Types of Employment 11.3** exists for an Employee, the Employer will, on request, record an agreement based on the Employees actual pattern of part-time work.
- (h) Unless otherwise stated, 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.

#### 11.4 Annual Review of Part Time Hours

- (a) At the request of an Employee, the hours worked by the Employee will be reviewed annually.
- (b) Where the Employee is regularly working more than their specified contracted hours then such contracted hours shall be adjusted by the Employer to reflect the hours regularly worked, which may include moving to full-time employment.
- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
  - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, parental leave, workers' compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (d) Any adjusted contracted hours resulting from a review should, reflect roster cycles and shift configurations utilised at the workplace.

#### 11.5 Casual Employment

- (a) A casual Employee is defined at section 15A of the Act. That definition requires that the Employee has been offered, and they have accepted a job offer from the Employer under a contract with no firm advance commitment to ongoing work, and no agreed pattern of work. In determining whether, at the time the job offer is made, the Employer makes no firm advance commitment to continuing and indefinite work according to an agreed pattern of work, regard must be had to those considerations identified within section 15A of the Act.
- (b) Subject to the casual conversion arrangements in clause **11.6 Casual Conversion** of this Agreement, once employed as a casual, an Employee will continue to be a casual Employee until their employment status changes either through a conversion to permanent employment in accordance with clause **11.6 Casual Conversion** or they accept an alternative employment offer (other than as a casual Employee) and start working on that basis.
- (c) A casual Employee will be employed by the hour and is paid a casual loading of 25% in lieu of a notice period and paid leave entitlements.

#### 11.6 Casual Conversion

- (a) Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the [NES](#).
- (b) Disputes about offers and requests for casual conversion under the [NES](#) are to be dealt with under clause **8 Dispute Resolution Procedure**.

### 12. Disciplinary Matters

- (a) The Employer acknowledges the principles of procedural fairness and the right to a support person.
- (b) Where an Employee is directed to attend a disciplinary meeting it will, as far as practicable, be scheduled during an Employee's rostered shift, or at the beginning or end of that shift.

- (c) Where an Employee is requested to attend a meeting that is not at a time when they are rostered to work, they will be entitled to pay at the applicable rate of pay for the duration of the meeting.
- (d) Where an Employee reschedules the meeting to a time outside their usual rostered hours, no payment will be made.

### 13. Suspension

#### 13.1 Suspension with Pay

- (a) The Employer may direct an Employee to not attend work and not to undertake any of the Employee's work duties at any time, provided that the Employer provides the Employee with payment at the Employee's base rate of pay for rostered shifts during the period of suspension.
- (b) The circumstances in which the Employer may give the Employee such a direction include, but are not limited to, circumstances in which the Employer is carrying out an investigation into allegations of misconduct.
- (c) Where an Employee has been suspended and the reason for the suspension has not been substantiated by the Employer, any shortfall in the Employee's earnings for the suspension period shall be made up by the Employer equal to the amount the Employee would have earned, had they worked the shifts they missed due to being suspended.

#### 13.2 Suspension without Pay

- (a) Where a suspension arises from issues relating to the Employee's ability to perform their duties for reasons outlined below, suspension will be without entitlement to payment for wages during that period.
  - (i) The Employee not maintaining a satisfactory Police Check or not renewing their Police Check where it is the responsibility of the Employee to do so;
  - (ii) The Employee not maintaining or renewing a professional registration;
  - (iii) The Employee receiving conditions on their scope of practice that prevents them working in the position employed; or
  - (iv) The Employee losing their driver's license, where a driver's license is a fundamental requirement of the position.

For the avoidance of doubt, the Employer will only consider suspending an Employee without pay in instances whereby, due to the actions and/ or omissions of the Employee, the Employee is not ready, willing and able to be rostered to work, or whereby there is reasonable cause to suggest that the Employee is legally unable to work. For the avoidance of doubt, where the Employer is responsible for the payment and administrative actions taken to apply for an Employee's Police Check, and where a delay to the processing has occurred, the Employee will continue to receive payment of their contracted hours.

- (b) Where an Employee has an accrued annual leave or long service leave balance available, they may request to be paid from this accrued leave balance during a period of suspension as provided under clause **13 Suspension 13.2 (a)**.

- (c) Nothing in this clause prevents the Employer from exercising their rights under the stand down provisions of the Act.

## 14. Termination of Employment

14.1 Prior to reaching a decision to terminate the employment of an Employee, other than a casual, on grounds other than would justify summary dismissal, the Employer will:

- (a) inform the Employee that the termination of their employment is being considered;
- (b) advise the Employee of the reasons why termination of their employment is being considered; and
- (c) provide the Employee with an opportunity to respond to the reasons why termination of their employment is being considered.

14.2 Clause **15 Termination of Employment 14.1** does not apply to Employees who are terminated during their Qualifying Period of employment.

14.3 Notice of Termination

- (a) Notice of termination is provided for in the NES and applies to all Employees other than casual Employees.
- (b) Notice of termination by either the Employer or Employee is

Employees Period of Continuous Service	Notice Requirement
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

- (c) Where the Employee is over 45 years of age and has completed two continuous years of service with the Employer the Employee is entitled to an additional week's notice.
- (d) The notice of termination required to be given by an Employee is the same as that required of an Employer as set out at clause **14 Termination of Employment 14.4 (b)**.
- (e) An Employer may summarily dismiss an Employee for serious misconduct. An Employee who is summarily dismissed is not entitled to notice, or payment in lieu of notice.
- (f) Where the Employer terminates the employment of the Employee and does not require the serving of the notice period the Employer will pay the Employee the amount in lieu of working out the notice period.
- (g) If an Employee who is at least 18 years old does not give the period of notice required under clause **14 Termination of Employment 14.3 (b)**, then the Employee may authorise the Employer in writing to deduct from wages due to the Employee under this Agreement on termination an amount that is no more than one week's wages for the Employee.
- (h) Should an Employer not receive such an authorisation from the Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is

acknowledged that the Employee has the same rights to pursue an Employer for underpayment in the appropriate jurisdiction.

- (i) In respect of this requirement for an Employer to provide notice or pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C Division 11 of Part 2-2 of the Act.
- (j) It is the intention of this clause that the Employer and Employee provide appropriate notice upon termination.

#### 14.4 Job Search Entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

### 15. Redundancy

15.1 An Employee, other than a casual, 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.

#### 15.2 Minimum Payments

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

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

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

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

- (c) "Week's pay" means the Employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable
- (i) shift allowances;
  - (ii) weekend penalties;
  - (iii) broken shift allowance;
  - (iv) sleepover allowance;
  - (v) any other entitlements.

### 15.3 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated and the Employer may, at the Employer's option, make payment instead of an amount equal to the difference between the former ordinary time rate of pay and the ordinary time rate of pay for the number of weeks of notice still owing.

### 15.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

### 16.5 Job Search Entitlement (Redundancy)

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary 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 or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

(c) This entitlement applies instead of clause **14 Termination of Employment 14.4.**

## Part 4: Minimum Wages and Related Matters

### 16. Wage Increases

- 16.1 The new wage rates in **Tables 1 - 6** are applicable to Employees employed by the Employer on and after the operative date of this Agreement. The new wage rates in **Tables 1 - 6** are calculated as follows:
- (a) All wage rates payable from the first full pay period on or after 1 December 2024 contain a 4.5% increase.
  - (b) The WVC wage adjustments for eligible classifications from the first full pay period on or after 1 January 2025 are to be applied to the higher wage rates for those classifications as described in clause **16 Wage Increases 16.1 (a)**.
  - (c) The WVC wage adjustments for eligible classifications from the first full pay period on or after 1 March 2025 are to be applied to the higher wage rates for those classifications as described in clause **16 Wage Increases 16.1 (a)**.
  - (d) All wage rates are increased by 2.5% from the first full pay period on or after 1 July 2025.
- 16.2 From the first full pay period on or after 1 October 2025 the WVC adjustments for eligible classifications will be applied to the wage rates for those classifications as described in clause **16 Wage Increases 16.1 (d)**.
- 16.3 From the first full pay period on or after 1 July 2026 all wage rates as described by either clause **16 Wage Increases 16.1 (d)** or clause **16 Wage Increases 16.2** will be increased by 2.5%.
- 16.4 From the first full pay period on or after 1 August 2026 the WVC adjustments for eligible classifications will be applied to the wage rates for those classifications as described in clause **16 Wage Increases 16.3**.
- 16.5 The Employer undertakes that any financial assistance delivered by the Commonwealth in regard to the rates of pay will be provided to Employees in accordance with the guidance from the Department of Health, Disability and Ageing.
- 16.6 From the first full pay period on or after 1 July 2027 all wage rates as described by either clause **16 Wage Increases 16.3** or **16.4** will be increased by 2.5%.

### 17. Additional Weeks' Annual Leave Buyout

- 17.1 The wages for Nursing Classifications as set out in **Table 1 – Nursing Classifications Minimum Wage** (including employees employed as Nursing Assistant prior to the approval of the Agreement) are inclusive of a 1.92% buyout of one week of annual leave.
- 17.2 The rates of pay for Nursing Classifications (including employees employed as Nursing Assistant prior to the approval of the Agreement) will be at least 1.92% above the relevant rates in the relevant Award for the duration of the Agreement.
- 17.3 The rates payable for the Nursing classifications under the Agreement including employees employed as Nursing Assistant prior to the approval of the Agreement) may be higher than the rates in **Table – Nursing Classifications Minimum Wage 1** if the rates in **Table 1 – Nursing Classifications Minimum Wage** are not at least 1.92% above the relevant rates in the *Nurses Award 2020* or the Award that replaces it.

17.4 Clause **17 Additional Week's Annual Leave Buyout 17.1 to 17.3** above does not apply to new Employees engaged as Personal Care Workers on and from the date of operation of the Agreement Transitioning to the new Classifications

## **18. Transitioning to the New Classifications**

Where an Employee is at a current pay point **not** set out in the classification structure of this Agreement, will move to the next higher pay point in their classification on transition. If no such position exists, the Employee's pay will be retained at the hourly rate the Employee was being paid on the date prior to the date of operation of this Agreement.

## **19. Progression through Pay Points**

19.1 Unless otherwise specified, progression for all classifications for which there is more than a single pay point will be by an annual (12 months continuous service) movement to the next higher pay point.

19.2 Movement from Aged Care Employee Level 1 to Level 2 shall occur when the Employee has reached three months of industry experience.

19.3 Progression to a higher classification is based on the Employer's requirements and the Employee's qualifications, experience, demonstrated skills and merit.

## **20. Recognition of Service and Experience**

20.1 From the time of commencement of employment an Employee has two months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.

20.2 Until such time as the Employee furnishes any such documentation outlined in clause **20 Recognition of Previous Service 20.1** the Employer shall pay the Employee at the level for which proof has been provided.

20.3 If within two months of commencing employment an Employee does provide documentary evidence of other previous relevant service or/and experience the Employer shall pay the Employee at the appropriate rate as from the date of commencement that would have been paid from that date had that documentary evidence been provided.

20.4 If the Employee provides documentary evidence of other previous relevant service and/or experience after two months from commencement the Employer shall pay the Employee at the appropriate rate from the date the documentary evidence is received. This rate will not be back dated to the time of commencement.

20.5 For the purpose of yearly progression based on service and experience an Employee must complete 12 months continuous service whether full-time, casual or part time.

## **21. Reclassification Aged Care Classifications only**

21.1 Where the nature of the work undertaken by an Employee changes, such that the majority of the work regularly performed is work of a type normally associated with a higher classification and has been performed for a period of at least 3 months, the Employee may apply to have their position reclassified to the higher classification.

- 21.2 An application for re-grading by an Employee must be made in writing.
- 21.3 The Employer will respond to the request in writing within a reasonable timeframe, and where possible no less than one month after receiving the written request, indicating whether the application is approved or denied.
- 21.4 Simply performing more work at the same classification or different work at the same classification does not qualify for re-grading.
- 21.5 Factors with a bearing on the decision may include whether the changes:
- (a) involve the exercise of skills, responsibility and/or autonomy normally undertaken at a higher classification; and/or
  - (b) are permanent or temporary.

## 22. Allowances

- 22.1 The following allowances do not apply to Employees classified at Registered Nurse levels 4 or 5.
- 22.2 The allowance rates set out in **Table 7 - Allowances** will apply from the operative date of the Agreement and after that from the first full pay period on or after the date specified in **Table 7 - Allowances** of the Agreement.

### 22.3 Clothing and Equipment Allowances

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by such Employer free of cost to the Employee.
- (b) Instead of the provision of such uniforms, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate set out in **Item 1 of Table 7 - Allowances**. This rate is expressed as per shift or part thereof, or as a weekly rate – an Employee is to be paid whichever is the lesser amount.
- (c) Where an Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance. For Aged Care, Health Professionals and Home Care Classification Employees this will be paid at the rate set out in **Item 2 of Table 7 - Allowances**. This allowance is also expressed as a payment per shift of part thereof or as a weekly payment – an Employee is to be paid whichever is the lesser amount. For Nursing Employees this will be paid at the rate set out in **Item 3 of Table 7 - Allowances**.
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (e) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the

Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.

#### Laundering of Clothing other than Uniforms

- (f) If during any day or shift, the clothing of an Employee (other than a uniform) is soiled in the course of the performance of their duties, the Employee will be paid the laundry allowance set out in **Item 1 of Table – 7 Allowances** (on a per shift basis only) provided that:
- (i) As soon as reasonably practicable the Employee provides notice of the soiling and, if requested, evidence that would satisfy a reasonable person of the soiling and/or how it occurred; and
  - (ii) At the time the clothing was soiled the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the Employer in accordance with clause **22 Allowances 22.3 (e)**.

#### Repair and Replacement of Clothing other than Uniforms

- (g) If the clothing of an Employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the Employer must reimburse the Employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:
- (i) As soon as reasonably practicable the Employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
  - (ii) At the time the clothing was soiled or damaged the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the Employer in accordance with **22 Allowances 22.3 (e)**; and
  - (iii) The damage or soiling of an Employee's clothes is not caused by the negligence of the Employee.
  - (iv) This clause will not apply where an Employee is permitted or required to wear a uniform supplied by the Employer or is otherwise entitled to any payment under clause **22.3 Clothing and Equipment**.

#### 22.4 Meal Allowances

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance at the rate set out in **Item 4 of Table 7 - Allowances** in addition to any overtime payment as follows:
- (i) when required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
  - (ii) provided that where such overtime work exceeds four hours a further meal allowance will be paid. For Aged Care, Health Professionals and Nursing Classification Employees this

will be paid at the rate set out in **Item 5 of Table 7 - Allowances**. For Home Care Employees this will be paid at the rate set out in **Item 6 of Table 7 - Allowances**.

- (b) Clause **22 Allowances 22.4 (a)** will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request the meal allowance will be paid on the same day as overtime is worked.

#### **22.5 On Call Allowance (Nursing Classifications only)**

- (a) An on call allowance is paid to an Employee who is required by the Employer to be on call. 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 the amount set out in **Item 7 of Table 7 - Allowances**.
  - (ii) between rostered shifts or ordinary hours on a Saturday the amount set out in **Item 8 of Table 7 – Allowances**.
  - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the Employee is not rostered to work the amount set out in **Item 9 of Table 7 – Allowances**.
- (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.

#### **22.6 On Call Allowance (Aged Care and Home Care Classification Employees only)**

- (a) An Employee, who agrees to be on call (i.e. available for recall to duty at the Employer's or client's premises and/or for remote work) will be paid an allowance as set out in **Item 10 of Table 7 - Allowances** in respect to any 24 hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday.
- (b) The allowance will be as set out in **Item 11 of Table 7 - Allowances** in respect of any other 24 hour period or part thereof, or any public holiday or part thereof.

#### **22.7 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 not less than the allowance set out in **Item 12 in Table 7 - Allowances**.
- (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) An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in **Item 12 of Table 7 - Allowances** when the Employee uses a vehicle in those circumstances.
- (d) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in clause **22 Allowances 22.7 (b)** which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

- (e) Employees classified as home care workers and who are required to stay away from home overnight will be reimbursed the cost of reasonable accommodation and meals. Reasonable proof of costs so incurred is to be provided to the Employer by the Employee.

#### 22.8 Continuing Education Allowance (Nursing Classifications only)

- (a) A Registered Nurse or Enrolled Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- (c) The allowance is not payable to Registered Nurse Level 4 and 5 Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the Employer that more than fifty per cent of the Employee's time is spent doing clinical work.
- (d) The allowance is not payable to Registered Level 2 or 3 Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A Registered Nurse or Enrolled Nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
- (g) A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Item 13 in Table 7 - Allowances**.
- (h) A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Item 14 of Table 7 - Allowances**.
- (i) A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Item 15 of Table 7 - Allowances**.
- (j) An Enrolled Nurse who holds a relevant certificate IV qualification in a clinical field (not including a certificate IV qualification which has the effect of upgrading the qualification leading to enrolment) that is accepted by the Employer to be directly relevant to the competency and skills used by the Enrolled Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Item 16 of Table 7 - Allowances**.
- (k) The allowances set out in this subclause are not included in the Employee's ordinary rate of pay and will not constitute part of the all-purpose rate.

- (l) A Registered Nurse or Enrolled Nurse who is employed on a part time or casual basis shall be paid these allowances on a pro rata basis.

**22.9 In Charge Allowance (Nursing Classifications only)**

- (a) A Registered Nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their salary, whilst so in charge, the per shift allowance set out in **Item 17** (for less than 100 beds) or **Item 18** (for 100 or more beds) in **Table 7 - Allowances**.
- (b) A Registered Nurse who is designated to be in charge of a shift in a section of a residential aged care facility shall be paid in addition to their salary, the per shift allowance set out in **Item 19** in **Table 7 - Allowances**.
- (c) Clause **22 Allowances 22.9** shall not apply to Registered Nurses holding classified positions of a higher grade than a Registered Nurse Level 2.

**22.10 Leading Hand Allowance (Aged Care Classifications only)**

- (a) A leading hand is an Employee who is placed in charge of not less than two other Employees of a substantially similar classification, but does not include any Employee whose classification denotes supervisory responsibility.
- (b) A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

<b>Leading hand in charge of:</b>	<b>Weekly allowance</b>
2 - 5 other Employees	<b>Item 20 of Table 7 - Allowances</b>
6 - 10 other Employees	<b>Item 21 of Table 7 - Allowances</b>
11 - 15 other Employees	<b>Item 22 of Table 7 - Allowances</b>
16 - 19 other Employees	<b>Item 23 of Table 7 - Allowances</b>

- (c) This allowance will be part of salary for all purposes of the Agreement.
- (d) An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

**22.11 Sleepovers (Aged Care Classifications only)**

- (a) Employees may, in addition to normal rostered shifts, be required to sleepover. A sleepover means sleeping in at night in order to be on call for emergencies.
- (b) The following conditions will apply to each night of sleepover:
  - (i) The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.
  - (ii) Employees will be provided with free board and lodging for each night on which they are required to sleepover.

- (iii) Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
  - (iv) In addition to the provision of free board and lodging for sleepovers, the Employee will be entitled to a sleepover allowance of set out in **Item 24 of Table 5** for each night on which they sleep over.
  - (v) No work other than that of an emergency nature will be required to be performed during any sleepover. For the purposes of this clause an emergency is any unplanned occurrence or event requiring prompt action.
  - (vi) An Employee directed to perform work other than that of an emergency nature during any sleepover will be paid the appropriate hourly rate from the start of the sleepover to the end of the non-emergency work, or from the start of the non-emergency work to the end of the sleepover, whichever is the lesser, in addition to the sleepover allowance in clause **22 Allowances 22.11 (b) (iv)**.
- (c) All time worked during any sleepover will count as time worked and be paid for in accordance with the following provisions:
- (i) All time worked by full-time Employees during any sleepover will be paid for at overtime rates.
  - (ii) All time worked by permanent part time Employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that, if the total number of hours worked on that day exceeds the number of hours worked by full-time Employees, or 11 hours where there are no such full-time Employees, then the excess hours worked on that day will be paid for at overtime rates; and provided further that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
  - (iii) All time worked by casual Employees during any sleepover will be paid for at ordinary pay plus applicable shift and weekend penalties; provided that if the total number of hours worked in the week exceeds 38 hours, or exceeds 76 hours in the fortnight, then the excess hours worked in that week or fortnight will be paid for at overtime rates.
  - (iv) And provided further that where the Employee does not have eight consecutive hours off duty between ordinary rostered duty on successive days, then the provisions of clause **22 Allowances 22.11 (f)** will apply.
- (d) A sleepover may be rostered to commence immediately at the conclusion of the Employee's shift and continuous with that shift; and/or immediately prior to the Employee's shift and continuous with that shift, and not otherwise.
- (e) No Employee will be required to sleepover during any part of their rostered days off or ADOs.
- (f) An Employee (whether a full-time Employee, permanent part time Employee or casual Employee) who performs so much work during sleepover periods between the termination of their ordinary work on any day or shift and the commencement of their ordinary work on the next day or shift that they have not had at least eight consecutive hours off duty between these times will, subject

to this clause, be released after completion of such work until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence. If, on the instruction of the Employer, such an Employee resumes or continues to work without having eight consecutive hours off duty, the Employee will be paid at double the appropriate rate until they are released from duty for eight consecutive hours and will be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.

- (g) Casual Employees may only be used for sleepovers when full-time Employees or permanent part time Employees are not available for that duty. In no case will casual Employees be used exclusively, or almost exclusively, for sleepovers.
- (h) Nothing in this clause will preclude the Employer from rostering an Employee to work shift work instead of undertaking sleepovers.

#### **22.12 Sleepovers (Home Care Classifications only)**

- (a) A sleepover means when an Employee is required to sleep overnight at premises where the client for whom the Employee is responsible is located and is not a **24-hour care** shift pursuant to clause **22 Allowances 22.16** or an **excursion** pursuant to clause **22 Allowances 23.17**.
- (b) The span for a sleepover will be a continuous period of eight hours.
- (c) Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (d) The Employee will be entitled to a sleepover allowance as set out in **Item 25 of Table 7 - Allowances** for each night on which they sleep over.
- (e) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (f) An Employee on sleepover will be provided with, or paid for, at least four hours' work for each instance where the Employee is required. Such work will be performed immediately before or immediately after the sleepover period. The payment prescribed by clause **23 Allowances 23.12 (d)** will be in addition to the minimum payment prescribed by this subclause.

#### **23.13 Nauseous Work Allowance (Aged Care Classifications only)**

The allowance set out in **Item 26 of Table 7 - Allowances** per hour or part thereof will be paid to an Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid a minimum sum set out in **Item 27 of Table 7 - Allowances** for work performed in any week.

#### **23.14 First Aid Allowance (Home Care Classifications only)**

An Employee who holds a current first aid certificate issued by St John Ambulance or Australian Red Cross Society or equivalent qualification, and who is required by their Employer to perform first aid duty at their workplace, will be paid an allowance as set out in **Item 28 of Table 7 - Allowances** .

#### 23.15 Heat Allowance (Home Care Classifications only)

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius Employees will be entitled to 20 minutes rest after every two hours' work without deduction of pay.
- (b) It will be the responsibility of the Employer to ascertain the temperature.
- (c) The following amounts will be paid to Employees employed at their current place of work prior to 8 August 1991, in the prescribed circumstances in addition to any other amounts specified elsewhere in this agreement. Where an Employee works for more than one hour in the shade in places where the temperature is raised by artificial means and:
  - (i) exceeds 40 degrees Celsius but does not exceed 46 degrees Celsius - the allowances set out at **Item 29 in Table 7 - Allowances** per hour or part thereof; or
  - (ii) exceeds 46 degrees Celsius - the allowances set out at **Item 30 in Table 7 - Allowances** per hour or part thereof.

#### 23.16 24-Hour Care (Home Care Classifications only)

- (a) A **24-hour care** shift requires an Employee to be available for duty in a client's home for a 24-hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than 8 hours of care during this period.
- (b) An Employer may only require an Employee to work a 24-hour care shift by agreement.
- (c) The Employee will be afforded the opportunity to sleep for a continuous period of 8 hours during a 24-hour care shift and Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- (d) The Employee will be paid 8 hours' work at 155% of their appropriate rate for each 24-hour period.
- (e) If the Employee is required to perform more than 8 hours' work during a 24-hour care shift, that work shall be treated as overtime and paid at the rate of time and a half for the first 2 hours and double time thereafter, except on 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. The Employer and an Employee may utilise the **TOIL** arrangement in accordance with clause **39 Overtime 39.2**.
- (f) An Employee may refuse to work more than 8 hours' work during a 24-hour care shift in circumstances where the requirement to work those additional hours is unreasonable.

#### 22.17 Excursions (Home Care Classifications only)

- (a) Where an Employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:

- (b) Monday to Friday Excursions
  - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
  - (ii) The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
  - (iii) Payment of sleepover allowance in accordance with the provision of **clause 22.12 Sleepover (Home Care Classifications)**.
- (c) Weekend Excursions

Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two week cycle, including that weekend, will not exceed 10 days.

#### 22.18 Tool Allowance (Aged Care Classifications only)

A tool allowance as set out in **Item 31 in Table 7 - Allowances** for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by the Employer.

#### 22.19 Medication Allowance (Nursing Assistant and Personal Care Worker classifications only)

Medication Allowance is set out at **Item 32 in Table 7 - Allowances** and is paid per hour for the duration of the shift and is payable to an experienced Nursing Assistant or Personal Care Worker who:

- (a) is required by the Employer to administer medication; and
- (b) has completed medication training; and
- (c) who is either;
  - (i) a Nursing Assistant thereafter or holder of a Certificate III or Certificate IV, or
  - (ii) a Personal Care Worker Grade 3 (Cert 3) or Aged Care Classification Level 4.

#### 22.20 Broken Shift Allowance (Home Care Classifications only)

- (a) An Employee required to work a broken shift with 1 unpaid break in accordance with clause **35 Broken Shifts** will be paid an allowance as set out at **Item 33 in Table 7 - Allowances** , per broken shift.
- (b) An Employee who agrees to work a broken shift with 2 unpaid breaks in accordance with clause **35 Broken Shifts** will be paid an allowance as set out at **Item 34 in Table 7 - Allowances**, per broken shift.

### 23. Payment of Wages

- 23.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 23.2 Employees will be paid by cash, cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.
- 23.3 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 by close of business on the last day of employment or unless otherwise agreed, paid no later than the next pay cycle.

23.4 Notwithstanding the above, an Employer will not be held liable for any unforeseen event outside the control of the Employer which prevents the Employer's ability to meet the requirements of this clause, for example bank error or delay.

23.5 Where a Public Holiday day falls on a pay day the Employer will, where practicable, make payment on the day prior to the Public Holiday day and will notify Employees of this change.

#### 23.6 Pay Slips

(a) In accordance with the Act each Employee will be provided a payslip each pay day which provides the Employees hours worked and accrued entitlements. This will include but is not limited to:

- (i) the Employee's classification and rate of pay;
- (ii) ordinary and overtime hours worked;
- (iii) any penalty rates payable;
- (iv) annual leave;
- (v) long service leave;
- (vi) accrued days off;
- (vii) time off in lieu;

(b) Employees have the right to request their current leave balances at any time.

#### 23.7 Underpayment of Wages

(a) Where an Employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the Employer.

(b) The Employer, upon agreement with the identified error, will rectify the error as soon as practicable.

(c) The below provisions are intended for the speedy remedy of an underpayment that has occurred in the pay period concerned and where the variation of the underpayment constitutes an amount greater than \$100 in the affected pay period.

- (i) Where an Employee is underpaid all or part of their ordinary fortnightly pay on any occasion they should raise the error immediately with the Employer.
- (ii) The Employer, upon agreement with the identified error will rectify the error as soon as practicable within 2 business days.
- (iii) For cases involving historical or systemic underpayments, the Employer, upon agreement with the identified error will rectify the error as soon as practicable.

#### 24.8 Overpayment of Wages

(a) Where the Employee has been overpaid all or part of their pay on any occasion they, or the Employer, should raise the error immediately.

- (b) The Employee, upon agreement with the identified error will agree to enter a payment arrangement to be recorded in writing.
- (c) Any payment arrangements will be agreed to and authorised by the Employee in writing.

## 24. Superannuation

### 24.1 Superannuation Legislation

Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and Employees. Under superannuation legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, any superannuation fund nominated in the agreement covering the Employee applies.

The rights and obligations in these clauses supplement those in superannuation legislation.

### 24.2 Employer Contributions

- (a) The Employer will contribute the minimum amount (as prescribed by the relevant legislation) of an Employee's ordinary time earnings to a complying fund of the Employee's choice.
- (b) Should an Employee fail to nominate an approved fund within 28 days of commencing employment, the Employer will make superannuation payments to the Employee's 'Stapled Fund' (meaning the Superannuation Fund used in their last period of employment). Employees with no identified Super Fund and who do not nominate an approved fund within 28 days will have their super sent to HESTA as the default Fund.
- (c) If an Employee is participating in a salary sacrifice arrangement the Employer superannuation guarantee contribution will be calculated on the Employee's total gross ordinary time earnings.

### 24.4 Voluntary Employee Contributions

- (a) Subject to the governing rules of the relevant superannuation fund, an Employee may, in writing, authorise their Employer to pay on behalf of the Employee a specified amount from the post-taxation wages of the Employee into the same superannuation fund as the Employer makes the superannuation contributions provided for in clause **24 Superannuation 24.2**.
- (b) An Employee may adjust the amount the Employee has authorised their Employer to pay from the wages of the Employee from the first of the month following the giving of three months' written notice to their Employer.
- (c) The Employer must pay the amount authorised under clauses **24 Superannuation 24.5 (a) or 24.5 (b)** no later than 28 days after the end of the month in which the deduction authorised under clauses **24 Superannuation 24.5 (a) or 24.5 (b)** was made.

### 24.5 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in clause **24 Superannuation 24.2** to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in

clause **24 Superannuation 24.2** and pay the amount authorised under clauses **24 Superannuation 24.4 (a) or 24.5 (b)** to one of the following superannuation funds:

- (a) Health Employees Superannuation Trust of Australia (HESTA);
- (b) Aware Super; or
- (c) any superannuation fund to which the Employer was making superannuation contributions for the benefit of its Employees before 12 September 2008, provided the superannuation fund is an eligible choice fund and is a fund that offers a MySuper product or is an exempt public sector scheme.

## **25. Salary Sacrifice to Superannuation Fund**

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

## **26. Supported Wage**

Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement shall be employed in accordance with the provisions set out in their Assessment with the relevant capacity percentage applied to the minimum rates in this Agreement and all relevant terms of employment will conform to those in this Agreement. Provided that the minimum amount payable must be not less than \$175.00 per week and will be increased by the percentage increases at clauses **16 Wage Increases 16.1 (a), 16.1 (d) and 16.3.**

## Part 5: Hours of Work and Related Matters

### 27. Ordinary Hours of Work

27.1 The ordinary hours of work will be 76 hours per fortnight, and will be worked either:

- (a) in a period of 28 calendar days of not more than 20 work days in roster cycle;
- (b) in a period of 28 calendar days of not more than 19 work days in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or
- (c) The shift length or ordinary hours of work per day will be a maximum of 10 hours exclusive of meal breaks.

27.2 The hours of work on any day or shift will be continuous except for meal breaks and broken shifts worked in accordance with clause 35 Broken Shifts.

### 28. Span of Hours (Excluding Home Care Classifications)

28.1 The ordinary hours of work for a **day worker** (excluding Home care Classifications) will be between 6.00 am and 6.00 pm Monday to Friday.

28.2 A shiftworker 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 **27 Span of Ordinary Hours (Excluding Home Care Classifications) 27.1**.

### 29. Span of Hours (Home Care Classifications Only)

29.1 The ordinary hours of work for a **Home Care Classification Day Worker** will be worked between 6.00 am and 8.00 pm Monday to Sunday.

29.2 A Home Care Classification shiftworker is an Employee who works the shifts as prescribed at clause **41 Shift Work 41.2 (a)**.

29.3 Where an Employer wishes to engage an Employee in shiftwork, the Employer will advise the Employee in writing, specifying the period over which the shift is ordinarily worked.

### 30. Rostered Days Off

Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight. Where practicable, days off will be consecutive. For Employees employed in Nursing classifications duty includes time an Employee is on call.

### 31. Rest Breaks Between Rostered Work

31.1 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 ordinary work period or shift, except by agreement where it may be 8 hours.

31.2 If, on the instruction of the Employer, an Employee employed in a Nursing classification 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.

### 32. Accumulation and Taking of Accrued Days Off (ADOs)

- 32.1 This clause will only apply to full-time Employees.
- 32.2 Where an Employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in clause **27 Ordinary Hours of Work 27.1**. ADOs will be taken within 12 months of the date on which the first full ADO accrued.
- 32.3 With the consent of the Employer, ADOs may be accumulated up to a maximum of five in any one year.
- 32.4 Where an Employee's employment terminates for any reason, accumulated ADOs will be paid to the Employee at ordinary rates.
- 32.5 The Employer will schedule the taking of ADOs and display them on the roster. Scheduling decisions will be based on the needs of the workplace and will have regard to Employee's preferences.
- 32.6 Wherever possible ADOs will be consecutive with rostered days off prescribed in clause **30 Rostered Days Off**.
- 32.7 Once set, ADOs may not be changed, except in accordance with clause **33 Rosters**.
- 32.8 ADOs will not be rostered on public holidays.
- 32.9 ADOs credited to an Employee may be cashed out, subject to the following conditions:
- (a) each cashing out of a particular amount of ADOs must be by a separate agreement in writing between the Employer and the Employee; and
  - (b) the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee had the ADO cashed out on termination.

### **33. Rosters**

- 33.1 The roster will set out Employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to Employees:
- (a) at least fourteen days for home care Employees; and
  - (b) fourteen days or no less than seven days for all other Employees before the commencement of the roster period.
- 33.2 Employees will work in accordance with a weekly or fortnightly roster set by the Employer.
- 33.3 Changes in rosters can be communicated either by telephone, mobile phone, direct contact, mail, facsimile or electronically.
- 33.4 It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.
- 33.5 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.
- 33.6 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
- (a) by mutual agreement; or
  - (b) if the change is proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the Employer; or

- (c) to enable the functions of the facility to be carried out where another Employee is absent from work pursuant to **clauses 47 Ceremonial Leave; 48 Personal/Carer's Leave and Compassionate Leave and 52 Family and Domestic Violence Leave**, 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.

- 33.7 This clause will not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part time Employee still has two rostered days off in that week or four rostered days of in that fortnight, as the case may be.

#### **34. Client Cancellation (Home Care Classifications)**

- 34.1 Clause **34 Client Cancellations** applies where a client cancels a scheduled home care service, within 7 days of the scheduled service, which a full-time or part-time Employee was rostered to provide. For the purposes of clause **34 Client Cancellations**, a client cancellation includes where a client reschedules a scheduled home care service.

- 34.2 Where a service is cancelled by a client under clause **34 Client Cancellations 34.1**, the Employer may either:

- (a) direct the Employee to perform other work during those hours in which they were rostered; or
- (b) cancel the rostered shift or the affected part of the shift.

- 34.3 Where clause **34 Client Cancellations 34.2 (a)** applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

- 34.4 Where clause **34 Client Cancellations 34.2 (b)** applies, the Employer must either:

- (a) pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
- (b) subject to clause **34 Client Cancellations 34.5**, provide the Employee with make-up time in accordance with clause **34 Client Cancellations 34.6**.

- 34.5 The make-up time arrangement can only be used where the Employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause **35 Client Cancellations 35.4 (a)** applies.

- 34.6 Where the Employer elects to provide make-up time:

- (a) despite clause **35 Client Cancellations 35.4 (a)**, the Employer must provide the Employee with 7 days' notice of the make-up time (or a lesser period by agreement with the Employee);
- (b) the make-up time must be worked within 6 weeks of the date of the cancelled service;
- (c) the Employer must consult with the Employee in accordance with clause **7 Consultation** about changes to rosters or hours of work regarding when the make-up time is to be worked;
- (d) the make-up time can include work with other clients or in other areas of the Employer's business provided the Employee has the skill and competence to perform the work; and

- (e) an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

34.7 Clause **33 Rosters** is intended to operate in conjunction with clause **34 Client Cancellations 34.6 (d)** and does not prevent the Employer from changing a roster under clause **34 Client Cancellations 34.6 (d) (i)** or **(d) (ii)**.

**35. Broken Shifts**

35.1 Broken shifts for the purpose of this clause means a shift worked by an Employee that includes 1 or more breaks (other than a meal break):

- (a) totalling not more than 4 hours and where the span of hours is not more than 12 hours (when working a broken shift in an Aged Care setting); or
- (b) where the span of hours is not more than 12 hours (when working a broken shift in a Home Care setting).

35.2 Where an Employee works the shift with a single break, the allowance at **item 30 in Table 7 - Allowances** will be paid and when 2 breaks occur, the allowance at **item 31 in Table 7 - Allowances will be paid**.

35.3 For classifications working in an Aged Care Setting, a broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift. For Nursing Employees under this subclause, a broken shift may be worked where there is mutual agreement in writing.

35.4 Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause **41 Shiftwork**, with shift allowances being determined by the commencing time of the broken shift (for broken shifts in an Aged Care Setting). Broken shifts taking place in a Home Care Setting will have shift allowances determined by the finishing time of the broken shift.

35.5 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.

35.6 For permanent part-time and casual Employees each portion of the shift must be a minimum payment of 2 hours.

35.7 An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

35.8 This clause **35 Broken Shifts** does not apply to Health Professional Employees employed under this Agreement.

**36. Weekend Work**

36.1 Full-time and part-time Employees will be paid the following loadings for ordinary hours worked on Saturdays and Sundays:

<b>Classification of Employee</b>	<b>Midnight Friday to Midnight Saturday</b>	<b>Midnight Saturday to Midnight Sunday</b>
<b>Aged Care</b>	50% of their ordinary rate of pay	75% of their ordinary rate of pay

<b>Health Professionals</b>	50% of their ordinary rate of pay	50% of their ordinary rate of pay
<b>Home Care</b>	50% of their ordinary rate of pay	100% of their ordinary rate of pay
<b>Nursing</b>	50% of their ordinary rate of pay	75% of their ordinary rate of pay

36.2 Casual Employees will be paid the following loadings for ordinary hours worked on Saturdays and Sundays:

<b>Classification of Employee</b>	<b>Midnight Friday to Midnight Saturday</b>	<b>Midnight Saturday to Midnight Sunday</b>
<b>Aged Care</b>	75% of their ordinary rate of pay	100% of their ordinary rate of pay
<b>Health Professionals</b>	75% of their ordinary rate of pay	75% of their ordinary rate of pay
<b>Home Care</b>	75% of their ordinary rate of pay	125% of their ordinary rate of pay
<b>Nursing</b>	87.5% of their ordinary rate of pay	118.75% of their ordinary rate of pay

36.3 The rates prescribed in clause **36 Weekend Work** will be in substitution for and not cumulative upon the casual loading prescribed in clause **11 Types of Employment 11.6 (c)**.

36.4 These extra rates in clause **36 Weekend Work** will be in substitution for and not cumulative upon the shift penalties prescribed at clause **41 Shiftwork**.

### **37. Meal Breaks**

37.1 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.

37.2 By agreement between the Employer and Employee prior to the commencement of a shift, an Employee may request and be approved to work up to a maximum of six hours of work without a meal break. An Employee cannot be coerced into this arrangement.

37.3 Where an employee and employer agree to forego a meal break in accordance with clause **37 Meal Breaks 37.3**, the employee will not be entitled to the overtime rates in clause **39 Overtime**.

37.4 Unpaid meal breaks do not count as time worked.

37.5 Meal breaks are to be taken at a mutually agreed time after commencing work.

37.5 Employee required to attend to duty during meal break.

(a) Where a Home Care Classification Employee is required to have a meal with a client or clients as a part of the normal work routine or client program, the meal period referred to in clause **37 Breaks 37.1** of the Agreement is to be counted as time worked.

(b) All other Employees required by the Employer to attend to duty or who are on duty during their unpaid meal break, will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the Employee or the Employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an Employee's ordinary time. This clause **37 Meal Breaks 37.4 (b)** does not apply to Nursing Classification

Employees required to remain available for work during meal break in accordance with below clause **37 Meal Breaks 37.6.**

37.6 Employee required to remain available for work during meal break.

- (a) Where a Nursing Employee is required by the Employer to regularly remain available for work or remain at a Residential Aged care Facility, during a meal break, but is free from duty, the Employee will be paid at ordinary rates for a 30-minute meal break. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (b) Where an Aged Care Classification employee is required to remain available to attend to duty or is on duty during their meal break, the Employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time.

### 38. Tea Breaks

- 38.1 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.
- 38.2 Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- 38.3 Subject to agreement between the Employer and Employee, such breaks may alternatively be taken as one 20 minute tea break.
- 38.4 Tea breaks will count as time worked.

### 39. Overtime

39.1 Overtime Penalty Rates for Full Time Employees

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in clause **27 Ordinary Hours of Work** and clause **28 Span of Hours (Excluding Home Care Classifications) 28.1** or clause **29 Span of Hours (Home Care Classifications Only) 29.1** are to be paid as follows:

Classification of Employee	Monday to Friday	Saturday	Sunday	Public holidays
Aged Care		200%	200%	250%

<b>Health Professional, Nursing and Home Care</b>	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter		
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- (b) Overtime penalties as prescribed in clauses **39 Overtime 39.1 (a)** and **39.2 (a)** do not apply to Registered Nurse Levels 4 and 5.
- (c) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause **36 Weekend Work** and clause **41 Shiftwork**.

### 39.2 Overtime Penalty Rates for Part time and Casual Employees

- (a) Hours worked by part time or casual Employees in excess of the ordinary hours on any day or shift prescribed in clause **27 Ordinary Hours of Work** and clause **28 Span of Hours (Excluding Home Care Classifications) 28.1** or clause **29 Span of Hours (Home Care Classifications Only) 29.1** are to be paid as follows:

<b>Classification of Employee</b>	<b>Monday to Friday</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public holidays</b>
Part time Health Professional, Nursing and Home Care	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Health Professional and Nursing	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%
Casual Home Care	175% for the first two hours and 225% thereafter	175% for the first two hours and 225% thereafter	225%	275%
Part time Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	187.5% for the first two hours and 250% thereafter	250%	250%	312.5%
Part time Aged Care - all time worked in excess of 10 hours per day	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Aged Care - all time worked in excess of 10 hours per day	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%

- (b) The rates for casual Employees in clause **39 Overtime 39.2 (a)** are in substitution for and not cumulative upon the casual loading prescribed in clause **11 Types of Employment 11.6 (c)**.

- (c) For a part time Employee, all time worked in excess of their guaranteed hours (unless an agreement has been entered into between the part time Employee and their Employer in accordance with clause **11 Types of Employment 11.3(d)**) will be overtime and paid at the rates prescribed by **clause 39 Overtime 39.2 (a)**. Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in clause **36 Weekend Work** and clause **41 Shiftwork**.

### 38.3 Time Off Instead of Payment for Overtime (TOIL)

- (a) By mutual agreement, an Employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:
  - (i) Time off instead of payment of overtime must be equivalent to the overtime payment that would have been made to the Employee and taken within three months of being accrued.
  - (ii) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made. These provisions will also apply on termination of employment.
- (b) An Employee cannot be compelled to take time off instead of overtime.

### 39.4 Rest Period After Overtime

- (a) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 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 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 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 10 consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

### 39.5 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.

## 40. Recall to Duty

### 40.1 Recall to duty – return to workplace

- (a) An employee (other than a Registered Nurse Level 4 or Level 5) who is rostered by the employer to be on-call, or is otherwise expressly required by the employer to be on-call, and who is recalled by the employer to the workplace will be paid overtime for a minimum of four hours at the

appropriate overtime rate specified in clause **39 Overtime**, even if the work required is completed in less than four hours.

- (b) If the work required is completed in less than the minimum hours referred to in clause **40 Recall to Duty a)** the employee will be released from duty.
- (c) This clause **40 Recall to Duty** will not apply when overtime is continuous with the completion or commencement of that employee's ordinary hours or rostered shift.
- (d) For the purposes of clause **40 Recall to Duty**, the employee will be paid for time spent travelling to and from work. For the avoidance of doubt, the employee will be paid from the time the employee leaves their place of residence and commences travel to the workplace, to the time the employee returns to their residence from the workplace. Employees are to travel the most direct route to and from the workplace.

**40.2 Recall to duty – remote work (without returning to the workplace)**

- (a) An employee (other than a Registered Nurse Level 4 or Level 5), who is rostered and required by the employer to be on-call, and who is recalled by the employer to perform work via telephone or other electronic means away from the usual workplace and/or without having to leave the employee's residence or remote work location, will be paid at the appropriate overtime rate for a minimum of one hour's work.
- (b) Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment.
- (c) Time worked beyond one hour will be rounded to the nearest 15 minutes.

**41. Shiftwork**

**41.1 Shift Penalties (Aged Care and Nursing Classifications only)**

- (a) Employees working afternoon or night shift shall be paid the following percentages in addition to their ordinary rate, for such shift. Provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Shift	Full-time/Part-time Employee	Casual Employee
Afternoon shift commencing at or after 10:00 a.m. and before 1:00 p.m	10%	35%
Afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m	12.5%	37.5%
Night shift commencing at or after 4:00 p.m. and before 4:00 a.m	15%	40%
Night shift commencing at or after 4:00 a.m. and before 6:00 a.m	10%	35%

- (b) The shift penalties prescribed in this clause will not apply to shiftwork performed by an Employee on Saturday, Sunday or public holiday where the extra payment prescribed by clause **36 Weekend Work** and clause **46 Public Holidays** applies.
- (c) The rates for casual Employees in clause **41 Shiftwork 41.1 (a)** are in substitution for and not cumulative upon the casual loading prescribed in clause **11 Types of Employment 11.6 (c)**.
- (d) The provisions of this clause **41 Shiftwork 41.1** will not apply to Registered Nurse levels 4 and 5.

41.2 Shiftwork (Home Care Classifications only)

- (a) Definitions:
  - (i) **Afternoon shift** means any shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
  - (ii) **Night shift** means any shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
  - (iii) A **public holiday shift** means any time worked between midnight on the night prior to the public holiday and midnight of the public holiday.
- (b) Following the shift work definitions at clause **41 Shiftwork 41.2 (a)** above, the following shift penalties apply:

Shift	Full-time/Part-time Employee	Casual Employee
Afternoon shift – loading on the ordinary rate of pay for the whole such shift	12.5%	37.5%
Night shift - loading on the ordinary rate of pay for the whole such shift	15%	40%
Public holiday - loading on the ordinary rate of pay for the part of such shift which is on the public holiday	150%	175%

- (c) The rates for casual Employees in clause **41 Shiftwork 41.2(b)** are in substitution for and not cumulative upon the casual loading prescribed in clause **11 Types of Employment 11.6 (c)**.
- (d) Shifts are to be worked in one continuous block of hours that may include meal breaks and sleepovers, except where broken in accordance with clause **35 Broken Shifts**.

40.3 Shiftwork (Health Professional Classifications only)

- (a) Where the ordinary rostered hours of work of a shiftworker finish between 6.00 pm and 8.00 am or commence between 6.00 pm and 6.00 am, the employee will be paid an additional loading of 15% of their ordinary rate of pay.
- (b) A casual Employee who works shift work as defined in clause **41 Shiftwork 41.3 (a)** will be paid an additional loading of 40% of their ordinary rate of pay but will not be paid the casual loading of 25%.

40.4 The shift penalties prescribed in this clause **41 Shiftwork** will not apply to shift work performed by any Employee on Saturday, Sunday or Public Holidays where the extra payment prescribed in clause **36 Weekend Work** and clause **46 Public Holidays**, apply.

## 42. Higher Duties

42.1 An Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) full day or shift where the time so worked exceeds two hours.

42.2 Higher duties allowance does not apply to Registered Nurse Levels 4 and 5.

## 43. Minimum Engagements

43.1 The minimum periods of engagement for employees under this Agreement are as follows:

Employment Category	Minimum Engagement
Full time Employees	4 hours
Part time Employee (Residential Aged Care)	3 hours
Part time Employee (Residential Aged Care Sleepover)	2 hours
Part time Employees (Home Care)	2 hours
Casual Employees	2 hours
Casual Employees (Health Professional)	3 hours
Agreed e-learning and virtual meetings	1 hour
Public Holiday	2 hours

43.2 Nothing in this clause 43 **Minimum Engagement** is intended to limit the arrangements of clause **35 Broken Shifts** when broken shifts are worked in accordance with the provisions of clause 35 **Broken Shifts**.

### Mandatory Training and Mandatory Meetings

43.3 Where the employer requires an employee to undertake training or attend a meeting that is necessary for the employee to undertake their duties, such time for the training or meeting will, where possible, be provided within the employee's rostered ordinary hours, or immediately before or after a rostered shift, and paid at the ordinary rate of pay.

43.4 Where an employee is required to undertake training or attend a meeting immediately before or after their rostered shift, the ordinary shift length, inclusive of the training or meeting, shall not exceed 10 hours per shift, exclusive of meal breaks, and in accordance with clause **27 Ordinary Hours of Work**.

43.5 If the training or meeting cannot be provided within the employee's rostered ordinary hours, or immediately before or after a rostered shift, such that the employee attends work solely for the purposes of undertaking the training or attending the meeting, the employee will be paid for a minimum period of three hours at ordinary rates, or the applicable penalty rate in accordance with clause **41 Shiftwork** or clause **36 Weekend Work**.

### Remote meetings/learning

43.6 Where the employer and employee mutually agree that the employee will attend the training/e-learning or meeting online via remote access, outside of the employees ordinary rostered hours, the employee will be paid for a minimum period of one hour at ordinary rates as a standalone arrangement. Evidence of attendance at the training/e-learning or meeting will be required to enable payment.

## Part 6: Leave and Public Holidays

### 44. Annual Leave

44.1 Annual leave is provided for in the NES.

#### 44.2 Quantum of Annual Leave

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:
- (i) Full-time Employees four weeks (152 hours) annual leave
  - (ii) Full-time shiftworkers five weeks (190 hours) annual leave
  - (iii) Part time Employees four weeks annual leave on a pro rata basis
  - (iv) Part time shiftworkers five weeks annual leave on a pro rata basis
- (b) For the purposes of this clause, a shiftworker is an Employee who is not a day worker as defined in clause **28 Span of Hours (Excluding Home Care Classifications) 28.1** and clause **29.1 Span of Hours (Home Care Classifications Only)**.
- (c) For Home Care Classifications who:
- (i) work more than four hours on 10 or more weekends during the yearly period in which their annual leave accrues; or
  - (ii) work at least eight 24-hour care shifts in accordance with clause **22 Allowances 22.16** during the yearly period in respect of which their annual leave accrues;
- will be considered shiftworkers for the purposes of the additional week of annual leave and will be entitled to annual leave in accordance with clause **44 Annual Leave 44.2 (a) (ii) or (iv)**.
- (d) Employees who are rostered to work ordinary hours on a weekend in an Aged Care Setting will be considered shift workers for the purposes of the additional week of annual leave.

#### 44.3 Taking of Leave

- (a) Annual leave shall be given and shall be taken within a period of six months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (b) Where an Employee requests, annual leave can be taken in single days.
- (c) The Employer shall provide a response within a reasonable timeframe giving consideration to the urgency of the application to an Employee' application for annual leave.

#### 44.4 Direction by Employer for Excessive Leave to be taken

- (a) The Employer may, by giving an Employee at least four weeks' notice in writing direct an Employee to take one or more periods of paid annual leave where the Employee has an outstanding annual leave balance greater than eight weeks (or 10 weeks for a shift worker).
- (b) Prior to notifying an Employee of a direction to take annual leave the Employer will attempt to meet with the Employee to arrange a plan for the Employee to take annual leave. Where the Employee does not confer with the Employer, or the Employer and Employee to do not come to

agreement when leave will be taken, the Employer can direct the Employee to take leave as per clause **44 Annual Leave 44.4 (a)**.

#### 44.5 Payment for Annual Leave

Before going on annual leave, an Employee may elect to be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

#### 44.6 Cashing out of Annual Leave

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

#### 44.7 Annual Leave Loading

- (a) In addition to their ordinary pay, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay.
- (b) Shiftworkers, in addition to their ordinary pay, will be paid the higher of:
  - (i) an annual leave loading of 17.5% of ordinary pay; or
  - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period based on the Employee's roster pattern from the previous 4 roster cycles.
- (c) When the employment of an Employee is terminated, and at the time of the termination the Employee has not been given and not taken the whole of an annual leave period to which the Employee became entitled, the Employee will be paid their leave loading entitlement for the period not taken.
- (d) Annual leave loading is not payable for days that have been added in accordance with the election provisions of clause **44 Annual Leave 44.2 (a)**.

#### 44.8 Payment of Annual Leave on Termination

On the termination of their employment, an Employee will be paid their untaken or pro-rata annual leave.

### 45. Leave Without Pay

45.1 An Employee, other than a casual, may request leave without pay in exceptional circumstances when all accrued leave has been exhausted.

45.2 The Employee must make such application

- (a) in writing,
- (b) including reason/s for leave,

- (c) at least 14 days prior to the taking of leave without pay,
- (d) or as otherwise agreed between the Employee and Employer.

45.3 The Employer has the right to refuse a request for leave without pay at their discretion.

45.4 Leave without pay is to be taken in week blocks or as otherwise agreed.

45.5 A period of leave without pay does not break an Employee's continuity of service, but does not count as service.

## 46. Public Holidays

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

46.2 Payment for Work Done on Public Holidays

- (a) All work done by an Employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their ordinary rate of pay. Alternatively, if the Employee elects, the Employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at clause **44 Annual Leave 44.7**.
- (b) The election in clause **46 Public Holidays 46.2 (a)** will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the Employer.
- (c) Payments and entitlement 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.
- (d) For the purposes of this Agreement, the following shall be deemed to be public holidays:  
New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day.

46.3 Public Holiday Substitution – State Law

- (a) If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of clause **45 Public Holidays 46.2 (d)**, then the substituted day or part-day is the public holiday.
- (b) Subject to **clause 46 Public Holidays 46.3(a)**, any other day duly proclaimed and observed as a public holiday within the area in which the facility is situated.

46.4 In addition to those eleven named public holidays specified in clause **46 Public Holidays 46.2 (d)**, Employees shall be entitled to an extra public holiday each year. Such public holiday shall occur on one of the following days as determined by the Employer:

- (a) On the day on which the August Bank Holiday is observed; or
- (b) On a day between Christmas and New Year within the days Monday to Friday inclusive and not coinciding with a date that is already a declared public holiday for that calendar year; or

- (c) On a day, nominated by the Employer prior to 1 July of each calendar year, on which this extra public holiday will be observed. At least two months' notice of the nominated date will be provided to the Employer.

46.5 It is the intention of this agreement that an Employee will ordinarily receive 12 public holidays per annum, that being the eleven named public holidays under clause **46 Public Holidays 46.2** and the additional public holiday at clause **46 Public Holidays 46.4**.

46.6 Public Holiday Substitution

An Employer and the Employees may, by agreement, substitute another day for a public holiday.

46.7 Public Holidays Occurring on Rostered Days Off

All 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 to Friday Employees.

46.8 Part-time Employees

- (a) A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (b) A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.

46.9 Casual Employees

- (a) Casual Employees will be paid only for those public holidays they work. Casual employees will be paid for hours worked at the relevant rate in the table below. The rates are in substitution for and not cumulative upon the casual loading prescribed in **clause 11 Types of Employment 11.5 (b)**.

Classification of Employee	Public Holiday Rate
<b>Aged Care, Home Care and Health Professionals</b>	275%
<b>Nursing</b>	312.5%

- (b) Payments under this clause **44 Annual Leave 44.9** are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

**47. Ceremonial Leave**

An Employee who is legitimately required by Aboriginal and Torres Strait Islander 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.

**48. Personal/Carer's Leave and Compassionate Leave**

48.1 Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

48.2 Personal/carer's and compassionate leave entitlements for casual Employees are as set out in the NES.

#### 48.3 Entitlement to Paid Personal/Carer's Leave

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

#### 48.4 Taking of Personal/Carer's Leave

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

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

#### 48.5 Notice and Evidence Requirements

- (a) To be entitled to paid leave under clause **48 Personal/Carers' and Compassionate Leave** an Employee must give the Employer notice of the period or expected period of the leave as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment.
- (b) To be entitled to personal leave under clause **48 Personal Carers' and Compassionate Leave** during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
  - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to carer's leave under clause **48 Personal Carers' and Compassionate Leave** during the period the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
  - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period to provide care or support to a member of the Employee's Immediate Family or household because of personal illness, or injury, or an unexpected emergency; or

- (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion
- (d) To be entitled to compassionate leave during the period under clause **48 Personal Carers' and Compassionate Leave**, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
  - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
  - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to the death of the member.
  - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion

#### 48.6 Payment of Paid Personal/Carer's Leave

- (a) If an Employee takes a period of paid personal/carer's leave and meets the notice requirements set out at clause **48 Personal Carers' and Compassionate Leave 48.5** 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.
- (b) In addition, an Employee may use accumulated personal/carer's leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carer's leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

#### 48.7 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an Employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an Employee's continuity of service, but does not count as service.
- (c) Any period of paid or unpaid leave arising from an Employee accessing Leave to Deal with Family and Domestic Violence does not break an Employee's continuity of service and counts as service for all purposes.

### 49. Long Service Leave

#### 49.1 Relationship to the *Long Service Leave Act 1955* (NSW)

- (a) An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW).
- (b) Where this clause provides entitlements that are more beneficial than the *Long Service Leave Act 1955* (NSW) this clause shall apply.
- (c) Where this clause is silent the provisions of the *Long Service Leave Act 1955* (NSW) shall apply.

#### 49.2 Quantum of Long Service Leave (Nursing Classifications)

- (a) Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after 15 years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the service of an Employee with at least five years' service is terminated, for reasons other than serious misconduct, the Employee shall be entitled to long service leave as follows:
  - (i) For the first five years' service – one month.
  - (ii) For the next ten years' service – a proportionate amount calculated on the basis of one month for each additional five years. For the purpose of calculation, each completed whole month of continuous service gives an entitlement equal to 0.0722 weeks' pay.
  - (iii) For all subsequent service - a proportionate amount calculated on the basis of 1.5 months for each additional five years. For the purpose of calculation, each completed whole year of continuous service gives an entitlement equal to 1.2996 weeks' pay.

49.3 Quantum of Long Service Leave (Aged Care Classifications classified at pay points "A" only & Health Professional Classifications classified at pay points "A" only)

- (a) Every Employee after ten years' continuous service with the same Employer shall be entitled to two months' long service leave on full pay; after fifteen years' continuous service to an additional one month's long service leave on full pay; and for each five years' continuous service thereafter to an additional one and one-half months' long service leave on full pay.
- (b) Where the services of an Employee with at least five years' service are terminated, for reasons other than serious misconduct, the Employee shall be entitled for five years' service to one month's long service leave on full pay and for service after five years to a proportionate amount of such leave on full pay calculated on the basis of three months long service leave for 15 years' service.

49.4 Quantum of Long Service Leave (Aged Care Classifications classified at pay points "C" only, & Health Professionals classified at Pay points "C" only and Home Care Classifications)

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

49.5 Taking of Long Service Leave

- (a) The Employer shall give to each Employee at least one month's notice of the date from which it is proposed that the Employee's long service leave shall be given and taken. Such leave shall be

taken as soon as practicable having regard to the needs of the facility, or, where the Employer and the Employee agree, such leave may be postponed to an agreed date.

- (b) In such a case, where the Employer and Employee agree to postpone the taking of leave, the Employee shall be paid for that leave at the rate of pay applicable at the time of the agreement and not at the rate of pay applicable at the time that the leave is taken. For any such agreement to be valid, it must be in writing and be signed by both the Employer and the Employee.
- (c) For the purposes of this clause:
  - (i) Continuous service in the same facility prior to the coming into force of this agreement shall be taken into account, and:
  - (ii) Continuous service shall be deemed not to have been broken by:
    - 1. Absence of an Employee from the facility while a member of the Defence Forces of the Commonwealth in time of war; or
    - 2. Any period of absence on leave without pay not exceeding six months.
  - (iii) One month equals four and one-third weeks.

49.6 Subject to clauses **49 Long Service Leave 49.2, 49.3 and 49.4**, where an Employee has acquired a right to long service leave, then:

- (a) If before such leave has been entered upon, the employment of such Employee is terminated, the Employee shall be entitled to receive the monetary value of the leave to which such Employee has been entitled computed at the rate of salary which such Employee was receiving immediately prior to the termination of employment.
- (b) Where an Employee dies and any long service leave:
  - (i) to which the Employee was entitled has not been taken, or
  - (ii) accrued upon termination of the services of the Employee by reason of the Employee's death and has not been taken,

The Employer shall pay to the Employee's estate in full the ordinary pay that would have been payable to the Employee in respect of long service leave less any amount already paid to the Employee in respect of that leave.

## **50. Community Service Leave**

Community service leave is provided for in the NES.

## **51. Parental Leave**

51.1 Parental leave is provided for in the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act) with this clause identifying some of those provisions.

51.2 An Employee is entitled to 12 months of unpaid parental leave if:

- (a) The leave is associated with:
  - (i) The birth of a child of the Employee or Employee's spouse or de-facto partner; or
  - (ii) The placement of a child with the Employee for adoption.

(b) The Employee has or will have a responsibility for the care of the child.

51.3 To be entitled to parental leave the Employee must have completed at least 12 months continuous service with the Employer prior to:

(a) the date of birth or expected date of birth; or

(b) day of placement or expected day of placement of the child.

51.4 Paid Parental Leave

(a) In addition to unpaid parental leave available to eligible Employees under the Act, full-time and part time Employees may claim paid parental leave at their base rate of pay as provided for at clause **51 Parental Leave 51.4 (d)**, from the date the parental leave commences in the following circumstances:

(i) where there is compliance with the documentation requirements to the extent to which they apply; and

(ii) immediately before the expected date of birth of the child, the Employee has, or will have, completed at least 24 months of continuous service with the Employer, and

(iii) where the Employee will be the primary care giver for the child.

(b) With regards to the first and subsequent claims for Employer paid parental leave the following conditions apply:

(i) first claim: where eligible for unpaid parental leave; and

(ii) second and subsequent claims: where an Employee having returned to work from a period of parental leave has completed a further six months of continuous service prior to each claim.

(c) Payment of Employer paid parental leave is calculated on the Employee's weekly base rate of pay based on the average ordinary hours worked by the Employee in the 12 month period immediately preceding the commencement of parental leave.

(d) Eligible full-time and part time Employees are entitled to apply for paid parental leave as provided below:

(i) Primary Care Giver Leave - six weeks Employer top up pay for the Primary Care Giver. Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or

(ii) Partner Leave - two weeks Employer top up pay in any one year which must commence within four weeks of the birth or placement date of the child.

(e) With regards to Employer paid parental leave the following applies:

(i) The Employer will pay "top up pay" at the Employees' weekly base rate of pay. "Top up pay" is the difference between the Employee's base rate of pay and the amount provided by a Government Paid Parental Leave Scheme.

(ii) The Employee is required to notify the Employer that they have applied for the Government Paid Parental Leave Scheme.

- (iii) Where an Employee meets the requirements of clause **51 Parental leave 51.4 (a)** but is not eligible for Government Paid Parental Leave, the Employer will provide an amount to the Employee, limited to what the Employee would have received from the Employer should have they been eligible to Government Paid Parental Leave.
- (f) It is agreed between the parties that it is the intention of this clause to only provide a paid parental leave entitlement based on topping up a government paid parental leave scheme up to a maximum of the Employee's average base weekly wage.
- (g) For Employee couples of the Employer, it is agreed that the intention of this clause is that the benefit will apply to only one person during each eligible period of paid parental leave.

#### 51.5 Intention and Operation of the Clause

The parties to this agreement agree:

- (a) Clause **51 Parental Leave 51.4** was developed and agreed by the parties based on the provisions detailed in the *Paid Parental Leave Act 2010* (Cth) as at the date the Agreement was made.
- (b) Clause **51 Parental Leave 51.4** has been drafted with the intention to provide an Employee with a paid parental leave entitlement equal to their average weekly rate of pay for the period detailed in clause **51 Parental Leave 51.4**, with the Employer limited to pay the difference between the National Minimum Wage and the Employee's average weekly wage.
- (c) If throughout the term of this Agreement changes to the *Paid Parental Leave Act 2010* (Cth) impact the intention and operation of this subclause the parties to this Agreement agree to meet and discuss the impact of changes to the application of clause **51 Parental Leave 51.4**.

## 52. Family and Domestic Violence Leave

- 52.1 This clause applies to all Employees, including casuals.
- 52.1 The employer has a zero tolerance to violence in the workplace and elsewhere. The employer is committed to ensuring that an employee experiencing family and domestic violence has access to timely and appropriate support in their employment that is responsive to their individual circumstances.
- 52.2 Family and Domestic violence leave will be provided in accordance with the NES. This clause **52 Family and Domestic Violence Leave** provides additional arrangements.
- 52.3 All employees, including eligible casual employees, are entitled to 10 days of paid family and domestic violence leave in a 12-month period.
- 52.4 The full 15 days leave entitlement will be available to employees on commencement, will renew on their work anniversary and will not accumulate from year to year.
- 52.5 Full-time and part-time employees can take paid family and domestic violence leave at their ordinary rate of pay for the hours they would have worked had they not been on leave.
- 52.6 For paid family and domestic violence leave, casual employees will be paid at their ordinary casual rate of pay.

- 52.7 Family and domestic violence leave can be used if an employee needs to do something to deal with the impact of family and domestic violence and it is impractical for the employee to do that thing outside the employee's work hours, for example:
- (a) making arrangements for their safety, or the safety of a close relative (including relocation);
  - (b) attending court hearings;
  - (c) accessing police services;
  - (d) attending counselling; and/or
  - (e) attending appointments with medical, financial, or legal professionals.
- 52.8 Employees are required to advise the employer of their intention to take family and domestic violence leave, as soon as possible. This could be after the leave has started. The employer can ask an employee for evidence to show the employee needs to do something to deal with family and domestic violence and it's not practical to do that thing outside their hours of work.
- 52.9 An employee who has given the employer notice of the taking of leave under this clause **52 Family and Domestic Violence Leave** must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause **52 Family and Domestic Violence Leave 52.7**.
- 52.10 Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- 52.11 The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause **52 Family and Domestic Violence Leave 52.9 and 49.10**, is treated confidentially, as far as it is reasonably practicable to do so.
- 52.12 Nothing in clause **51 Family and Domestic Violence 52.10 and 52.11** prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

## Part 7: Other Conditions

### 53. Training and Education

- 53.1 An Employer may make in-service training available to all Employees to assist those Employees to maintain professional registration or endorsement and skill development.
- 53.2 Each Employer shall provide a minimum of 12 hours of in-service training per annum to Personal Care Workers (Formally Nursing Assistants).
- 53.3 Each Employee shall provide to their Employer details of their attendance at in-service training and the Employer shall keep a record of this attendance.
- 53.4 An Employer will provide to an Employee, who is employed in a nurse classification, on the termination of their employment, a written statement of the hours of in-service training attended by the Employee.
- 53.5 Where practicable, such training shall be provided to Employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
- (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the Employer.
  - (b) An Employer shall provide Employees with two weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- 53.6 The Employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

### 54. Attendance at First Aid Training

Where an Employer directs an Employee to attend First Aid training the Employer will bear the cost of the training.

### 55. Workplace Delegate's Rights

- 55.1 **Workplace Delegate's Rights** provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with clause **55 Workplace Delegate's Rights**.

- 55.2 In clause **55 Workplace Delegate's Rights**:
- (a) **employer** means the employer of the workplace delegate;
  - (b) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected;
  - (c) **eligible workers** means members and persons eligible to be members of the workplace delegate's organisation who work in a particular enterprise.
- 55.3 Before exercising entitlements under clause **55 Workplace Delegate's Rights**, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If

requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

55.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

#### 55.5 Right of representation

A workplace delegate may represent the industrial interests of eligible workers who wish to be represented by the workplace delegate in matters including:

- (a) consultation about major workplace change;
- (b) consultation about changes to rosters or hours of work;
- (c) resolution of disputes;
- (d) disciplinary processes;
- (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under **section 176** of the Act or is assisting the delegate's organisation with enterprise bargaining; and
- (f) any process or procedure within an award, enterprise agreement or workplace policy under which eligible workers are entitled to be represented and which concerns their industrial interests.

#### 55.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible workers in relation to their industrial interests under clause **55 Workplace Delegate's Rights 55.5**. This includes discussing membership of the delegate's organisation and representation with eligible workers.
- (b) A workplace delegate may communicate with eligible workers during working hours or work breaks, or before or after work.

#### 55.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible workers;
  - (ii) a physical or electronic noticeboard;
  - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible workers and by eligible workers to communicate with each other, including access to Wi-Fi;
  - (iv) a lockable filing cabinet or other secure document storage area; and office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause **55 Workplace Delegates' Rights 55.7 a)** if:
  - (i) the workplace does not have the facility;

- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

#### 55.8 Entitlement to reasonable access to training

Unless the employer is a small business employer, the employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible workers, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible workers.
- (b) The number of eligible workers will be determined on the day a delegate requests paid time to attend training, as the number of eligible workers who are:
  - (i) full-time or part-time employees; or
  - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than five weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than two weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within seven days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### 55.9 Exercise of entitlements under clause **55 Workplace Delegates' Rights**.

- (a) A workplace delegate's entitlements under clause **55 Workplace Delegates' Rights** are subject to the conditions that the workplace delegate must, when exercising those entitlements:
  - (i) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;

- (ii) not hinder, obstruct or prevent eligible workers exercising their rights to freedom of association.
- (b) When exercising any entitlements under clause **55 Workplace Delegates' Rights**, a workplace delegate must, other than in the reasonable exercise of those entitlements:
  - (i) comply with their duties and obligations as an employee; and
  - (ii) not hinder, obstruct or prevent the normal performance of work.
- (c) Clause **55 Workplace Delegates' Rights** does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible workers.
- (d) Clause **55 Workplace Delegates' Rights** does not require an eligible worker to be represented by a workplace delegate without the worker's agreement.

NOTE: Under **section 350A** of the Act, the employer must not:

1. Unreasonably fail or refuse to deal with a workplace delegate or
2. Knowingly or recklessly make a false or misleading representation to a workplace delegate or
3. Unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or **55 Workplace Delegates' Rights**.

## **56. Amenities**

56.1 The minimum standards as set out in all relevant legislation shall be met in the provision of amenities to Employees.

56.2 Such amenities may include:

- (a) Employee designated toilets and access to showers;
- (b) lockers;
- (c) facilities for boiling water, warming and refrigerating food and for washing and storing dining;
- (d) utensils; and
- (e) sanitary conveniences.

56.3 This clause does not create legal rights or obligations in addition to those imposed on the parties by the relevant legislation.

## **57. Work Health and Safety**

57.1 The Employer and Employee acknowledge their responsibilities under the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulations 2012* (NSW).

57.2 Where there is a Work Health and Safety Representative they must be elected and will carry out the tasks associated with the role of Work Health and Safety Representative set out within the *Work Health and Safety Act 2011* (NSW).

## **58. National Criminal History Check**

58.1 It is a requirement of employment that Employees covered by this Agreement obtain and retain a current National Criminal History Check, known as a Police Check.

58.2 Police Check

- (a) All new or prospective Employees are required to provide a current and satisfactory Police Check at their own expense.
- (b) All Employees, except as provided at clause **58 National Criminal History Check 58.2 (c)** are required to renew their Police Check at their own expense.
- (c) With regards to a full-time Employee with over two and a half years' service with the Employer:
  - (i) the Employer agrees to pay the cost of the renewal of an Employee's Police Check who is required to renew a Police Check due to the upcoming expiry of a current check; or
  - (ii) if agreed with the Employer prior to obtaining the renewed Police Check, reimburse an Employee the cost of a Police Check renewal. Reimbursement is condition upon submitting a receipt or evidence satisfactory to the Employer of the payment.
- (d) In accordance with obligations contained in the *Aged Care Act 1997* (Cth), and as set out under clause **13 Suspension**, where an Employee does not maintain a current and satisfactory Police Check, they will be stood down without pay until such time as the Police Check is provided to the Employer.
- (e) Where an Employee has an accrued annual leave entitlement they may request to take annual leave during the period of the period they are unable to be rostered subject to the approval of the Employer.
- (f) Failure to provide and maintain a current Police Check may result in disciplinary action, up to and including dismissal.

58.3 Police Check Status Change

- (a) If an Employee's Police Check status changes or may change (subject to the completion of legal proceedings) prior to the expiry of the existing Police Check, the Employee is required to advise the Employer of the circumstances and potential status change.
- (b) Where a Police Check is requested by the Employer, or submitted by an Employee, between Police Checks as a result of a status check change, or potential status check change, the Employee is liable for the cost of that Police Check.
- (c) Upon notification of a Police Check status change the Employer will decide whether the change, or potential change, impacts the Employee's capability and right to work and discuss the impact of that status change with the Employee.
- (d) The Employer is under no obligation to provide alternative employment to an Employee who can no longer perform their duties because they do not have a satisfactory Police Check.

**59. Influenza Vaccination**

- 59.1 Where an Employer provides Employees with access to influenza vaccinations on an annual basis at the workplace, or an alternative site nominated by the Employer, the Employer will pay for the cost associated with the influenza vaccine.
- 59.2 An Employer may agree for an Employee to make private arrangements to get the influenza vaccination. Where the Employer agrees to private arrangements, they will reimburse the Employee, limited to the cost of the influenza vaccine and only upon receipt of evidence of purchase of the vaccine, once in a twelve month period. Where there is no agreement for private arrangement reimbursement, the Employer is not obligated to reimburse the Employee.
- 59.3 The inclusion of this clause does not create a new obligation for the Employer to offer an influenza vaccine, nor does it create an obligation on an Employee to receive or get the influenza vaccine. This clause also does not require an Employer to maintain offering the influenza vaccine, or reimbursement of the vaccination cost, should they elect at any time throughout the operation of this agreement to discontinue offering the influenza vaccination.

## **60. Savings Clause**

No Employee shall suffer a reduction to total accrued annual leave (including counter leave and/or additional annual leave in lieu of payment for public holidays worked), as at the date that this Agreement commences being reduced.

## **61. Right to Disconnect**

- 61.1 An Employee may refuse to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours unless the refusal is unreasonable.
- 61.2 Unless it is unreasonable to do so, an Employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- (a) Their Employer outside of the Employees working hours,
  - (b) a third party if the contact or attempted contact relates to, their work and is outside of the Employee's working hours.
- 61.3 Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of subsections a) and b), the following must be taken into account:
- (a) The reason for the contact or attempted contact,
  - (b) How the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee,
  - (c) The extent to which the Employee is compensated (for example, whether or not the Employee is being paid the on call allowance):
    - (i) To remain available to perform work during the period in which the contact or attempted contact is made or
    - (ii) For working additional hours outside of the Employee's ordinary hours of work;
  - (d) The nature of the Employee's role and the Employee's level of responsibility,
  - (e) The Employee's personal circumstances (including family or caring responsibilities).

- 61.4 Clause **62 Right to Disconnect** does not prevent an Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the Employer outside of the Employee's working hours where:
- (a) the Employee is being paid the on-call allowance under clause **22 Allowances (f)** and
  - (b) the Employer's contact is to notify the Employee that they are required to attend or perform work or give other notice about the on-call.
- 61.5 Clause **61 Right to Disconnect** does not prevent an Employer from contacting, or attempting to contact, an Employee outside of the Employee's working hours in circumstances including to notify them of:
- (a) an emergency roster change under clause **33 Rosters** or
  - (b) a recall to work under clause **40 Recall to Duty**.



## Schedule A – Nursing Classification Descriptions

This Schedule contains the following nursing classifications and descriptions:

### ENROLLED NURSES

An Enrolled Nurse may be required to lead and/or supervise the work of others.

**Enrolled Nurse (EN)** means a nurse who holds current registration as an Enrolled Nurse with the Board and is authorised to administer medication.

**Enrolled Nurse (with Notation)** means an Enrolled Nurse registered by the Board as an Enrolled Nurse with the notation “*does not hold a Board Approved qualification in medicines administration*”.

An Enrolled Nurse with notation performs the duties and has the skills of an Enrolled Nurse however is not authorised to administer medication.

### REGISTERED NURSES

A Registered Nurse is a nurse who holds current registration as a Registered Nurse with the Board.

#### Registered Nurse Level 1

An Employee at this level performs their duties:

- according to their level of competence; and,
- under the general guidance of, or with general access to a more experienced Registered Nurse who provides work related support and direction;
- Performs general nursing duties including an ability to:
  - deliver direct and comprehensive nursing care and individual case management to residents or clients;
  - coordinate services, including those of other disciplines or agencies, to individual residents or clients;
  - provide education, counselling and group work services orientated towards the promotion of health status improvement of residents and clients; and,
  - provide support, direction and education to newer or less experienced staff, including Enrolled Nurses, Nursing Assistants and Personal Care Workers.

#### Registered Nurse Level 2

An Employee at this level:

- holds any other qualification required for working in an Aged Care or Home Care practice setting or accepted relevant experience; and
- is appointed as such by a selection process.

An Employee at this level may provide additional support in an Aged Care or Home Care practice setting.

In addition to the duties of a Registered Nurse Level 1, 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 Specialist (CNS)** will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group

of residents or clients in a particular area of nursing practice within the practice setting;

- providing support, direction, orientation and education to Registered Nurse Level 1, Enrolled Nurses, and Personal Care Workers;
- being responsible for planning and coordinating services relating to a particular group of clients or residents in the facility, as delegated by the Clinical Nurse Consultant;
- acting as a role model in the provision of holistic care to residents 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.

### **Clinical Nurse Educator (Employer Appointed Position)**

Means a Registered Nurse with relevant post registration certificate qualifications or experience deemed appropriate by the Employer, who is required to implement and evaluate educational programmes for the Employer.

The Clinical Nurse Educator shall cater for the delivery of clinical nurse education and may also be responsible for the orientation of new Employees.

Nothing in this classification definition shall affect the role carried out by the Clinical Nurse Specialist as a specialist resource and the Clinical Nurse Consultant in the primary role of clinical consulting, researching, etc.

### **Registered Nurse Level 3**

An Employee at this level:

- holds any other qualification required for working in an Aged Care or Home Care practice setting; and,
- is appointed as such by a selection process.

An Employee at this level may also be known as a Clinical Nurse Consultant or Nurse Educator.

In addition to the duties of a Registered Nurse Level 2, an Employee at this level will perform the following duties in accordance with practice settings and resident or client groups.

Duties of a **Clinical Nurse Consultant (CNC)** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others 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 residents 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 residents or clients within a practice setting; and

- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

The Clinical Nurse Consultant may also be the most senior Registered Nurse.

Duties of a **Nurse Educator (NE)** 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.

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.

#### **Registered Nurse Level 4**

**Clinical Care Coordinator** means a Registered Nurse appointed to assist the Clinical Operations Manager in the management of a Facility and take a shared responsibility for the clinical care of residents.

The Clinical Care Coordinator may also be the most senior Registered Nurse.

In addition to the duties of a Registered Nurse Level 3, an Employee at this level will perform the following duties:

- Being accountable for the standards of nursing care;

- Participating as a member of the executive of the Facility;
- Providing leadership, direction and management in the Facility in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors;
- Providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests within the Facility;
- Ensuring that nursing services meet the changing needs of clients or residents through proper strategic planning; and
- Complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

### **Registered Nurse Level 5**

An Employee at this level may also be known as a **Director of Nursing**.

An Employee at this level:

- holds any other qualification required for working in an Aged Care or Home Care practice setting; and
- is appointed as such by a selection process.

In addition to the duties of a Registered Nurse Level 4, an Employee at this level may perform the following duties:

- being accountable for the standards of nursing care for the Facility and for coordination of the nursing service in the Facility;
- participating as a member of the executive, being accountable to the executive team for the development and evaluation of nursing policy, and generally contributing to the development of wider policy;
- providing leadership, direction and management in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Facility Manager (or similar) and the Board of Directors;
- 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;
- managing the budget for nursing services;
- ensuring that nursing services meeting changing needs of residents and/or clients through proper strategic planning; and
- complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

### **C.3 NURSING PRACTITIONER (Employer Appointed Position)**

“Nurse Practitioner” means a Registered Nurse appointed as such to a position approved by the Employer and who is authorised by the Board under section 95 of Health Practitioner Regulation National Law (NSW) No 86A.

A Nurse Practitioner will have at least 3 years full-time equivalent experience in an advanced practice role and meets the national competency standards for Nurse Practitioners. A Nurse Practitioner functions autonomously and operates at a level of nursing that uses extended and expanded skills, experience and knowledge assessment, planning, implementation, diagnosis and evaluation of nursing care.

### **Role of a Nurse Practitioner**

The Nurse Practitioner is able to assess and manage the care of clients /residents using nursing knowledge and skills. It is dynamic practice that incorporates application of high level knowledge and skills, beyond that required of a Registered Nurse in extended practice across stable, unpredictable and complex situations.

The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

### **Scope of Practice**

The scope of practice of the Nurse Practitioner is determined by the context in which: The Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer clients/residents to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays. Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

## **Schedule B - Personal Care Worker Classification Descriptions**

This Schedule contains the classification descriptions for Personal Care Workers. The classification of Personal Care Worker means a person employed in a Residential Aged Care Facility to provide personal care to those residents and to support and encourage residents in maintaining a healthy and active lifestyle that is designed to meet their individual wellbeing levels.

All Personal Care Workers are encouraged to formally upskill during their employment to at least Certificate III in Aged Care or similar.

Movement to the Specialist or Team Leader classifications is by appointment only.

### **Level 1 - Personal Care Worker – Introductory (< 3 months experience)**

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

An Employee at this level:

- works under direct supervision within established routines, methods and procedures;
- has minimal responsibility, accountability or discretion;
- assists with showers or baths, shaving, lay out clothes and assist in dressing;
- makes beds and tidy rooms;
- stores clothes and clean wardrobes;
- assist residents with meals;
- provides assistance to a higher classification Personal Care Worker in attending to the personal care needs of a resident;
- does not hold an aged care relevant Certificate III qualification or higher.

### **Level 2 - Personal Care Worker - Unqualified**

This classification applies to any Personal Care Worker with more than 3 months' aged carer experience.

An Employee at this level:

- performs the work of a lower-level Personal Care Worker;
- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication and/or arithmetic skills;
- requires specific on-the-job training and/or relevant skills training or experience; and
- does not hold an aged care relevant Certificate III qualification or higher.

Training or experience in the following is also a requirement:

- first aid equal to a basic first aid certificate,
- manual handling,

- infection control,
- communication skills; and,
- personal care of residents.

Duties:

- provide personal care to residents;
- assist and support residents with medication utilising dose administration aids;
- simple wound dressing;
- implementation of continence programs as identified in the care plans;
- attend to routine urinalysis, blood pressure, temperature and pulse checks;
- attend to blood sugar level checks etc. and assist and support diabetic residents in the management of their insulin and diet, recognising the signs of both hyper and hypo-glycaemia;
- recognise, report and respond appropriately to changes in the condition of residents, within the skills and competence of the Employee and the policies and procedures of the organisation;
- assist in the development and implementation of resident care plans;
- assist in the development and implementation of programs of activities for residents, under the supervision of a Registered Nurse, a higher-level Personal Care Worker or a qualified Health Professional.

### **Level 3 - Personal Care Worker - Qualified**

This classification covers any Personal Care Worker who has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification.

An Employee at this level:

- performs the work of a lower-level Personal Care Worker;
- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills; and
- holds an aged care relevant Certificate III qualification (or possesses equivalent knowledge or skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

### **Level 4 - Personal Care Worker - Senior**

A Personal Care Worker at this has obtained 4 years' experience after 1 January 2025 as a Certificate III qualified Personal Care Worker.

### **Level 5 - Personal Care Worker - Specialist**

A Personal Care Worker at this level will be required to have an aged care relevant Certificate IV qualification (or possesses equivalent knowledge or skills).

Performs the work of a lower-level Personal Care Worker.

### **Level 6 - Personal Care Worker – Team Leader**

A Personal Care Worker at this level will be required to have a relevant Certificate IV qualification (or possesses equivalent knowledge or skills). The Employee is required to supervise and train other direct care Employees.

### **Translation of Former Nursing Assistants to Personal Care Worker Classifications**

The following translation shall occur on the date of operation of the Agreement:

**Nursing Assistant (Years 1 to 3)** will transition to **Personal Care Worker - Unqualified**. The rate of pay will be a minimum of 1.92% above the Aged care Employee—direct care—level 2— Unqualified classification rate of pay under the *Aged Care Award 2010*.

**Nursing Assistant (Cert III/Cert IV)** will transition to the relevant **Personal Care Worker - Qualified** rate. The rate of pay will be a minimum of 1.92% above the Aged care Employee—direct care—level 3— Qualified classification rate of pay under the *Aged Care Award 2010*.

**Nursing Assistant (Cert IV)** who is required to hold a relevant Certificate IV qualification in their position will transition to **Personal Care Worker – Specialist**. The rate of pay will be a minimum of 1.92% above the Aged care Employee—direct care—level 5— Specialist classification rate of pay under the *Aged Care Award 2010*.

**Nursing Assistant Team Leader (appointed)** who is required to hold a relevant Certificate IV qualification but does not in fact lead a team or have supervisory responsibility will transition to **Personal Care Worker - Specialist**. Where the Employee is required to supervise and train a team of other direct care Employees, they will translate to **Personal Care Worker - Team Leader**. The rate of pay will be a minimum of 1.92% above the Aged care Employee—direct care—level 6— Team Leader classification rate of pay under the *Aged Care Award 2010*.

Note: No Employee shall be appointed to these roles after the date of operation.

## **Schedule C - Leisure and Lifestyle Classification Descriptions**

This Schedule contains the classification descriptions for Leisure and Lifestyle Employees (also known as recreational activities officers). The classification structure is as follows:

### **Level 2 - Leisure and Lifestyle Assistant – Unqualified**

Means a person employed in a Residential Aged Care Facility to provide activities/diversional therapy to residents. Such an Employee does not possess any relevant accredited training. Such a person assists with the planning and implementation of lifestyle enhancement programmes under direct supervision and in co-operation with other members of the aged care team.

### **Level 3 and Level 4 - Leisure and Lifestyle Assistant - Qualified**

Means a person employed in a Residential Aged Care Facility to provide activities/diversional therapy to those residents. Such an Employee, must have a **Certificate III** in Individual Support (Aged Care) or other relevant equivalent qualification. Such a person assists with the planning and implementation of lifestyle enhancement programmes under direct supervision and in co-operation with other members of the aged care team.

### **Level 5 - Leisure and Lifestyle Coordinator – Specialist**

Means a person employed in a Residential Aged Care Facility appointed to provide activities for to those residents. Such an Employee must have a **Certificate IV** qualification in Leisure and Lifestyle, or other relevant qualification.

Such a person is primarily required to undertake the planning and implementation as well as delivery of lifestyle and leisure services and related client/resident enhancement programmes. They may do this work under the direction of a member of the aged care team leadership or a relevant registered Health Professional.

### **Level 6 - Leisure and Lifestyle – Team Leader**

Means a person employed in a Residential Aged Care Facility appointed to provide activities for to those residents. Such an Employee must have a **Certificate IV** qualification in Leisure and Lifestyle, or other relevant equivalent qualification.

Such a person is primarily required to undertake the planning and implementation as well as delivery of lifestyle and leisure services and related client/resident enhancement programmes. Employees at this level are required to provide train and supervise other employees in the discipline.

## **Schedule D – Most Senior Cook/Chef Classification Descriptions**

This Schedule contains the classification descriptions for the Employee who is the single most senior food services Employee engaged by the Employer at the facility or site.

The single most senior food services Employee can be classified as 1 of the following depending on their position and qualification:

- **Chef /Food services supervisor (Aged Care Employee Level 7)**

The appointed Head Chef (Trade qualified) and/or Food services supervisor

- **Most Senior Chef (Aged Care Employee Level 6)**

Senior chef – Trade qualified

- **Most Senior Chef (Aged Care Employee Level 5)**

Chef – Trade qualified

- **Most Senior Cook (Aged Care Employee Level 4)**

Senior cook – Trade qualified

In addition to the classification description for their appropriate level under the Aged Care Employee classifications in **Schedule G** of this Agreement, the most senior food services Employee may perform the following duties:

- day to day meal preparation and cooking;
- meal planning which meets industry standards including the dietary needs of residents both as a group or to cater for individual prescribed dietary needs (for example diabetes, lactose intolerance, or sourcing culturally significant or religion-based diets such as Kosher or Halal methods or vegetarian only) and other known restrictions;
- general and specialised duties, including supervision or training of kitchen and dining room Employees, liaising with Health Professionals, planning and staffing forward rosters and resolving complaints;
- ordering and stock control including managing the allocated budget and advise managers of significant differences when comparing actual to budget; and
- ensuring WHS standards are met in the kitchen, dining room and bedside food delivery.

## **Schedule E –Aged Care Employee Classification Descriptions**

This Schedule contains the classification descriptions for Aged Care Employees that are classified into 1 of these 3 broad areas:

- General Services
- Catering Services; or,
- Clerical Support Services.

### **Aged Care Employee – Level 1 – less than 500 hours in industry**

An Employee who has less than 500 hours of work experience in the industry and performs basic duties:

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

Typical Roles:

- General Services: Assistant Gardener, Laundry Hand or Cleaner.
- Catering Services: Food Services Assistant.
- Clerical Support Services: General Clerk.

### **Aged Care Employee - Level 2 – more than 500 hours in industry**

An Employee at this Level:

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

Typical Roles:

- General Services: Gardener (non-trade), Maintenance/Handyperson (unqualified) and Driver (less than 3 ton) **and Laundry Hand and Cleaner until 31 December 2024.**
- Catering Services: **Food Services Assistant until 31 December 2024.**
- Clerical Support Services: General clerk/Typist (between 3 months' and less than 1 years' service).

### **Aged Care Employee - Level 3**

An Employee at this level:

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

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

Typical Roles:

- General Services: Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate and **Laundry Hand and Cleaner (from ffpooa 1 January 2025)**.
- Catering Services: **Food Services Assistant (from ffpooa 1 January 2025)** and Cook (unqualified).
- Clerical Support Services: General Clerk/Typist (second and subsequent years of service), Receptionist and Pay clerk.

#### **Aged Care Employee - Level 4**

An Employee at this level:

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

Typical Roles:

- General Services: Maintenance/Handyperson (qualified), Driver (3 ton and over) and Gardener (trade or TAFE Certificate III or above).
- Catering Services: Senior Cook (trade).
- Clerical Support Services: Senior Clerk or Senior Receptionist.

#### **Aged Care Employee - Level 5**

An Employee at this level:

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

- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Typical Roles:

- General Services: NIL.
- Catering Services: Chef.
- Clerical Support Services: Secretary (Interpreter) (unqualified).

### **Aged Care Employee - Level 6**

An Employee at this level:

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

Typical Roles:

- General Services: Maintenance Tradesperson (Advanced) or Gardener (Advanced).
- Catering Services: Senior Chef.
- Clerical Support Services: NIL

### **Aged Care Employee - Level 7**

An Employee at this level:

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

Typical Roles:

- General Services: Gardener Superintendent or General Services Supervisor.
- Catering Services: NIL.
- Clerical Support Services: Clerical Supervisor or Interpreter (NAATI qualified).

## **Schedule F - Home Care Employee Classification Descriptions**

This Schedule contains the classification descriptions for Home Care Employees. The classification structure is as follows:

### **Home Care Employee - Level 1 - Introductory**

An Employee in this level will have commenced on-the-job training which may include an induction course and have less than 3 months aged carer experience.

General duties may include ensuring clients receive their medication on time, supporting mobility limited clients, help clients dress/bathe/eat, prepare and cook meals according to the customer's restrictions, help customers with their shopping, do necessary housekeeping to maintain a clean environment, assist with pet care and pot plant maintenance and provide emotional support.

### **Home Care Employee - Level 2 - Home Carer**

An Employee at this level will have 3 months or more aged carer experience.

An Employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures.

May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

### **Home Care Employee – Level 3 - Qualified**

An Employee has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification.

Employees at this level perform work under general supervision and are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

Indicative but not exclusive tasks include: computer and other general office skills; provide input into meal planning; liaise with dieticians on special needs; co-ordinate and direct the work of support staff including maintenance (no more than 4 ); provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; plan, develop, and co-ordinate diversional therapy programs.

### **Home Care Employee – Level 4 - Senior**

An Employee at this level performs the duties and responsibilities of a Home Care Employee – Level 3 - Qualified and has obtained 4 years' experience at Home Care Employee - Level 3 - Qualified after 1 January 2025.

### **Home Care Employee – Level 5 - Specialist**

An Employee at this level has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer.

Positions in this level may provide direction, leadership, administration and rostering of direct care Employees.

### **Home Care Employee – Level 6 - Team Leader**

An Employee at this level will have obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer and is required to supervise and train other home care Employees.

Employees may co-ordinate resources and/or give support to more senior Employees or be engaged in duties of a specialist nature. Employees are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.

In positions where the prime responsibility is for resource co-ordination, the freedom to act is governed by clear objectives and/or budgets with frequent prior consultation with more senior Employees and a regular reporting mechanism to ensure adherence to plans.

Co-ordinators in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised Employees or groups of Employees.

This position requires skills in managing time, setting priorities and planning for a team to achieve specific objectives in the most efficient way possible within the resources available and within a set timetable. The position requires an understanding of and ability to implement basic personnel policies and practices.

## **Schedule G - Health Professional Classification Descriptions**

### **Health Professional—level 1**

- (a) Positions at level 1 are regarded as entry level health professionals and for initial years of experience.
- (b) This level is the entry level for new graduates who meet the requirement to practise as a health professional (where appropriate in accordance with their professional association's rules and be eligible for membership of their professional association) or such qualification as deemed acceptable by the Employer. It is also the level for the early stages of the career of a health professional.

### **Health Professional—level 2**

- (a) A health professional at this level works independently and is required to exercise independent judgment on routine matters. They may require professional supervision from more senior members of the profession or health team when performing novel, complex, or critical tasks. They have demonstrated a commitment to continuing professional development and may have contributed to workplace education through provision of seminars, lectures or in-services. At this level the health professional may be actively involved in quality improvement activities or research.
- (b) At this level the health professional contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work and may be required to contribute to the supervision of discipline specific students.

### **Health Professional—level 3**

- (a) A health professional at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. At this level health professionals will have additional responsibilities.
- (b) An Employee at this level:
  - (i) works in an area that requires high levels of specialist knowledge and skill as recognised by the Employer;
  - (ii) is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
  - (iii) may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
  - (iv) is performing across a number of recognised specialties within a discipline;
  - (v) may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their customers and communities;
  - (vi) may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
  - (vii) is responsible for providing support for the efficient, cost effective and timely delivery of services.

#### **Health Professional—level 4**

- (a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- (b) An Employee at this level:
  - (i) has a proven record of achievement at a senior level;
  - (ii) has the capacity to allocate resources, set priorities and ensure budgets are met within a large and complex organisation;
  - (iii) may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
  - (iv) supervises staff where required; and
  - (v) is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

**Table 1 – Nursing Classifications Minimum Wages**

FFPPOOA = first full pay period on or after

For wage rates marked TBA, subject to clause **16 Wage Increases**, from the first full pay period on or after 1 August 2026, the WVC adjustments for eligible classifications will be applied to the wage rates for those classifications as described in this **Table 1 – Nursing Classifications Minimum Wages**. The 2.5% wage increase will then be applied to these rates from **FFPPOOA 1 July 2027**.

Level	Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 March 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	New WVC Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
<b>Enrolled Nurse (EN)</b>	<b>Student</b> (Undergoing pre-registration training)	<b>Student</b> (Undergoing pre-registration training)	\$30.80	\$30.80	\$31.57	\$31.57	\$32.36	TBA
	<b>Specialist</b> Pay Point 5 (Employer Appointed Position)	With Notation	\$35.66	\$36.44	\$37.35	\$38.99	\$39.96	TBA
	<b>Specialist</b> Pay Point 3 (Employer Appointed Position)	Without Notation	\$35.99	\$36.77	\$37.69	\$39.33	\$40.31	TBA
<b>Registered Nurse (RN) Level 1</b>	Pay Point 1	Pay Point 1	\$40.24	\$40.83	\$41.85	\$43.42	\$44.51	TBA
	Pay Point 2	Pay Point 2	\$42.05	\$45.16	\$46.29	\$47.86	\$49.06	TBA
	Pay Point 3	Pay Point 3	\$43.89	\$45.91	\$47.06	\$48.63	\$49.84	TBA

Level	Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 March 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	New WVC Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
	Pay Point 4	Pay Point 4	\$45.93	\$46.83	\$48.00	\$49.57	\$50.81	TBA
	Pay Point 5	Pay Point 5	\$48.50	\$48.50	\$49.71	\$51.24	\$52.52	TBA
<b>RN level 2</b>	(CNS and CNE)	(CNS and CNE)	\$49.75	\$51.60	\$52.89	\$54.48	\$55.84	TBA
<b>RN Level 3</b>	Pay point 1 (NM and NE)	Pay point 1 (NM and NE)	\$52.70	\$55.29	\$56.67	\$58.07	\$59.53	TBA
	Pay point 2 (NM and NE)	Pay point 2 (NM and NE)	\$54.08	\$55.83	\$57.22	\$58.63	\$60.09	TBA
	Pay point 3 (NM and NE)	Pay point 3 (NM and NE)	\$55.32	\$56.27	\$57.68	\$59.08	\$60.56	TBA
	Pay point 4 (NM)	Pay point 4 (NM)	\$56.67	\$56.78	\$58.20	\$59.60	\$61.09	TBA
	Pay point 5 (CNC & NE)	Pay point 5 (CNC & NE)	\$57.90	\$58.01	\$59.46	\$60.87	\$62.39	TBA
	Pay point 6 (Senior NE)	Pay point 6 (Senior NE)	\$59.12	\$59.23	\$60.71	\$62.11	\$63.66	TBA
	Pay point 7 (Senior NE)	Pay point 7 (Senior NE)	\$60.18	\$60.29	\$61.80	\$63.20	\$64.78	TBA

Level	Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 March 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	New WVC Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
	Pay point 8 (Senior NE)	Pay point 8 (Senior NE)	\$61.92	\$62.03	\$63.58	\$64.98	\$66.60	TBA
RN Level 4	Less than 20 beds	Less than 20 beds	\$59.31	\$59.98	\$61.48	\$62.33	\$63.89	TBA
	20 to less than 75 beds	20 to less than 75 beds	\$62.77	\$62.77	\$64.34	\$65.20	\$66.83	TBA
	75 to less than 100 beds	75 to less than 100 beds	\$62.77	\$63.77	\$65.36	\$66.22	\$67.88	TBA
	100 to less than 150 beds	100 to less than 150 beds	\$62.77	\$64.77	\$66.39	\$67.25	\$68.93	TBA
	150 to less than 200 beds	150 to less than 200 beds	\$62.77	\$65.77	\$67.41	\$68.27	\$69.98	TBA
	Over 200 beds	Over 200 beds	\$63.29	\$66.77	\$68.44	\$69.30	\$71.03	TBA
RN Level 5	Less than 25 beds	Less than 25 beds	\$61.39	\$72.43	\$74.24	\$75.45	\$77.34	TBA
	25 to less than 75 beds	25 to less than 75 beds	\$64.85	\$73.10	\$74.93	\$76.14	\$78.04	TBA
	75 to less than 100 beds	75 to less than 100 beds	\$68.15	\$74.10	\$75.95	\$77.16	\$79.09	TBA
	100 to less than 150 beds	100 to less than 150 beds	\$70.89	\$75.10	\$76.98	\$78.19	\$80.14	TBA

Level	Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 March 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	New WVC Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
	150 to less than 200 beds	150 to less than 200 beds	\$77.57	\$77.57	\$79.51	\$80.72	\$82.74	TBA
	Over 200 beds	Over 200 beds	\$77.57	\$78.57	\$80.53	\$81.74	\$83.79	TBA
<b>Nurse practitioner</b>	1st year	1st year	\$59.25	\$59.25	\$60.73	\$60.73	\$62.25	TBA
	2nd year	2nd year	\$60.63	\$60.63	\$62.15	\$62.15	\$63.70	TBA

**Table 2 - PCW / Leisure and Lifestyle Classifications Minimum Wages**

FFPPOOA = first full pay period on or after

<b>Current Classification</b>	<b>New Classification from date of operation</b>	<b>New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase</b>	<b>New WVC Hourly Rate from FFPPOOA 1 January 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase</b>	<b>New WVC Hourly Rate from FFPPOOA 1 October 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase</b>
Aged Care Level 2	Level 1 PCW - Introductory	\$29.89	\$30.75	\$31.52	\$32.16	\$32.96	\$33.78
Aged Care Level 3 RAO CSE Grade 3	Level 2 PCW - Unqualified Year 1	\$31.07	\$32.08	\$32.88	\$33.92	\$34.77	\$35.64
Aged Care Level 3 Wardsman (2nd year)	Level 2 PCW - Unqualified Year 2	\$32.27	\$32.27	\$33.08	\$34.12	\$34.97	\$35.84
Aged Care Level 4 Personal Care Worker Cert III CSE Grade 3	Level 3 – PCW / Lifestyle Qualified (Cert III)	\$32.65	\$33.56	\$34.39	\$35.71	\$36.60	\$37.52
	Level 4 – PCW / Lifestyle Senior (Cert III & 4 years' experience)	\$33.75	\$34.45	\$35.31	\$37.13	\$38.06	\$39.01
Aged Care Level 6 Personal Care Worker Cert III CSE Grade 4 Level 2 medications	Level 5 – PCW / Lifestyle Specialist (Cert IV)	\$35.57	\$35.72	\$36.61	\$38.57	\$39.54	\$40.53
Aged Care Level 7 Personal Care Worker CSE Grade 5 Diploma	Level 6 - PCW / Lifestyle Team Leader	\$36.21	\$37.45	\$38.39	\$39.99	\$40.99	\$42.01

**Former Nursing Assistants**

<b>Current Classification</b>	<b>New Classification from date of operation</b>	<b>New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase</b>	<b>New WVC Hourly Rate from FFPPOOA 1 January 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase</b>	<b>New WVC Hourly Rate from FFPPOOA 1 October 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase</b>
First year	Level 1 - Introductory	\$31.24	\$31.37	\$32.15	\$32.79	\$33.61	\$34.45
First year	Level 2 - Unqualified Year 1	\$31.24	\$32.71	\$33.53	\$34.57	\$35.43	\$36.32
Second year	Level 2 - Unqualified Year 2	\$31.73	\$32.71	\$33.53	\$34.57	\$35.43	\$36.32
Third year	Level 2 - Unqualified Year 2	\$32.24	\$32.71	\$33.53	\$34.57	\$35.43	\$36.32
Thereafter / Cert III	Level 3 - Qualified (Cert III)	\$33.27	\$34.18	\$35.04	\$36.35	\$37.26	\$38.19
Team Leader (appointed without Cert IV)	Level 4 – Senior (Cert III & 4 years' experience)	\$33.27	\$35.03	\$35.91	\$37.73	\$38.67	\$39.64
Cert IV/Team Leader (appointed) (No supervisory responsibilities) Cert IV/Team Leader (appointed) (Supervisory and Training responsibilities)	Level 5 – Specialist (Cert IV)	\$33.27	\$36.22	\$37.13	\$39.09	\$40.07	\$41.07
	Level 6 - Team Leader	\$36.21	\$37.45	\$38.39	\$39.99	\$40.99	\$42.01

**Table 3 – Most Senior Cook/Chef Classifications Minimum Wages**

FFPPOOA = first full pay period on or after

Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 January 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
<b>Aged Care Employee— level 4</b> C - Senior Cook – trade (CSE Grade 3)	Level 4 - Senior Cook (Trade) (Most Senior)	\$32.65	\$32.65	\$33.46	\$33.46	\$34.30	\$35.16
<b>Aged Care Employee— level 5</b> C - Chef Trade (CSE Grade 4 – Level 1)	Level 5 – Chef (Most Senior)	\$33.75	\$33.75	\$34.60	\$34.60	\$35.46	\$36.35
<b>Aged Care Employee— level 6</b> C - Chef/Food Services Supervisor - trade/Diploma Assist/ Catering Officer 300-500 beds Assist/ Catering Officer 500-1000 beds	Level 6 – Senior Chef (Most Senior)	\$35.57	\$35.57	\$36.46	\$36.46	\$37.37	\$38.31

Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 January 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
<b>Aged Care Employee— level 7</b> Chef/Food Services Supervisor - trade/Diploma C (Catering Officer 120-300 beds) C (Catering Officer 300-500 beds) C (CSE Grade 5 min rate) C (Catering officer 500-1000 beds) C (CSE Grade 5 max rate)	Level 7 – Chef / Food Services Supervisor (Most Senior)	\$36.47	\$36.47	\$37.38	\$37.38	\$38.32	\$39.27

**Table 4 – Aged Care Employee Classifications Minimum Wages**

FFPPOOA = first full pay period on or after

Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 January 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
<b>Aged Care Employee— level 1 New Entry</b>	Aged Care Employee Level 1	\$25.99	\$26.73	\$27.40	\$27.40	\$28.08	\$28.79
<b>Aged Care Employee— level 2</b> A - (Clerk Grade 2 – 1st yr) C - (Clerk Grade 1)	Aged Care Employee Level 2	\$27.02	\$27.79	\$28.49	\$28.49	\$29.20	\$29.93
<b>Aged Care Employee— level 3</b> General Clerk/Typist/Receptionist A (Clerk Grade 2 -2nd yr) C (Clerk Grade 2) A (Otherwise) C (Supervisor otherwise)	Aged Care Employee Level 3	\$28.06	\$28.87	\$29.59	\$29.59	\$30.33	\$31.09
<b>Aged Care Employee— level 4</b> C - Gardener – Trade (CSE Grade 3)	Aged Care Employee Level 4	\$28.39	\$29.20	\$29.93	\$29.93	\$30.68	\$31.45

Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 January 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
C - Driver 3 ton / over (CSE Grade 3) C (CSE Grade 3) Senior/Clerk/Receptionist A (Clerk Grade 3 -1st yr) A (Clerk Grade 3 – 2nd yr) C (Clerk Grade 3) Maintenance Handyperson - qualified C (CSE Grade 3) A - Maintenance 'Tradesperson' Advanced (Supervisor Tradesman)							
<b>Aged Care Employee— level 5</b> Secretary/PA A (Clerk Grade 4 - 1st yr) A (Clerk Grade 4 – 2nd yr) C (CSE Grade 4 – Level	Aged Care Employee Level 5	\$29.35	\$30.19	\$30.95	\$30.95	\$31.72	\$32.52

Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOA 1 January 2025	New Hourly Rate from FFPPOA 1 July 2025 with 2.5% increase	Hourly Rate from FFPPOA 1 October 2025	New Hourly Rate from FFPPOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOA 1 July 2027 with 2.5% increase
1) A (In Charge of Staff) C (Supervisor in Charge of Staff) C - Gardener Advanced (CSE Grade 4)							
<b>Aged Care Employee— level 6</b> Maintenance 'Tradesperson' Advanced A (Supervisor Tradesperson) C (Supervisor Tradesperson) A (Supervisor Tradesperson in charge of staff)	Aged Care Employee Level 6	\$30.93	\$31.82	\$32.62	\$32.62	\$33.43	\$34.27
<b>Aged Care Employee— level 7</b> General Services Supervisor	Aged Care Employee Level 7	\$31.49	\$32.39	\$33.20	\$33.20	\$34.03	\$34.88

Current Classification	New Classification from date of operation	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New WVC Hourly Rate from FFPPOOA 1 January 2025	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	Hourly Rate from FFPPOOA 1 October 2025	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
C (CSE Grade 5- min rate) C (CSE Grade 5 – max rate) Gardener Superintendent C (CSE Grade 5 min rate) C (CSE Grade 5 max rate) Clerical Supervisor C (Clerk Grade 5)							

**Table 5 - Home Care Employee Classifications Minimum Wages**

FFPPOOA = first full pay period on or after

Note. Where a pay point value equals another in the same classification, the lower pay point shall be discontinued.

<b>Current Classification</b>	<b>New Classification from date of operation</b>	<b>New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase</b>	<b>New WVC Hourly Rate from FFPPOOA 1 January 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase</b>	<b>Hourly Rate from FFPPOOA 1 October 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase</b>
<b>level 1 – Introductory</b>	level 1 - Introductory	\$30.24	\$31.11	\$31.89	\$32.17	\$32.97	\$33.79
<b>Level 2 - Pay Point 1</b>	Level 2 - Unqualified Year 1	\$30.24	\$32.94	\$33.76	\$33.88	\$34.73	\$35.60
<b>Level 2 - Pay Point 2</b>	Level 2 - Unqualified Year 2	\$32.21	\$33.24	\$34.07	\$34.19	\$35.04	\$35.92
<b>Level 3 Pay Point 1</b>	Level 3 – Qualified Year 1 (Cert III)	\$32.65	\$34.12	\$34.97	\$35.74	\$36.64	\$37.55
<b>Level 3 Pay Point 2</b>	Level 3 – Qualified Year 2 (Cert III)	\$33.65	\$34.12	\$34.97	\$35.74	\$36.64	\$37.55
<b>Level 4 Pay Point 1 (Without Cert IV)</b>	Level 4 – Senior Year 1 (Cert III & 4 years' experience)	\$35.62	\$36.33	\$37.24	\$37.24	\$38.17	\$39.12
<b>Level 4 Pay Point 2 (Without Cert IV)</b>	Level 4 – Senior Year 1 (Cert III & 4 years' experience)	\$36.33	\$36.33	\$37.24	\$37.24	\$38.17	\$39.12

<b>Current Classification</b>	<b>New Classification from date of operation</b>	<b>New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase</b>	<b>New WVC Hourly Rate from FFPPOOA 1 January 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase</b>	<b>Hourly Rate from FFPPOOA 1 October 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase</b>
<b>Level 4 Pay Point 1 (with Cert IV)</b>	Level 5 – Specialist Year 1 (with Cert IV)	\$35.62	\$37.02	\$37.94	\$38.60	\$39.22	\$40.20
<b>Level 4 Pay Point 2 (with Cert IV)</b>	Level 5 – Specialist Year 2 (with Cert IV)	\$36.33	\$37.02	\$37.94	\$38.60	\$39.22	\$40.20
<b>Level 5 Pay point 1 (Degree or Diploma)</b>	Level 6 Team Leader Year 1 (Degree or Diploma)	\$38.19	\$39.07	\$40.05	\$40.05	\$41.05	\$42.07
<b>Level 5 Pay point 2 (Degree or Diploma)</b>	Level 6 Team Leader Year 2 (Degree or Diploma)	\$39.69	\$39.69	\$40.69	\$40.69	\$41.70	\$42.75

**Table 6 - Health Professionals Classifications Minimum Wages**

FFPPOOA = first full pay period on or after

<b>Classification</b>	<b>New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase</b>	<b>Hourly Rate from FFPPOOA 1 October 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase</b>
Level 1 – Graduate Pay point 1 (First year of experience - UG qualification)	\$29.78	\$30.52	\$30.52	\$31.29	\$32.07
Level 1 - Graduate Pay point 2 (Second year of experience)	\$30.93	\$31.71	\$31.71	\$32.50	\$33.31
Level 1 - Graduate Pay point 3 (Third year of experience)	\$32.30	\$33.11	\$33.11	\$33.94	\$34.79
Level 1 - Graduate Pay point 4 (Fourth year of experience)	\$33.41	\$34.25	\$34.25	\$35.10	\$35.98
Level 1 - Graduate Pay point 5 (Fifth year of experience)	\$36.40	\$37.31	\$37.31	\$38.24	\$39.20
Level 1 - Graduate Pay Point 6 (Thereafter)	\$37.69	\$38.63	\$38.63	\$39.60	\$40.59
Level 2 - Pay point 1	\$37.90	\$38.84	\$38.84	\$39.81	\$40.81
Level 2 - Pay point 2	\$39.27	\$40.25	\$40.25	\$41.26	\$42.29
Level 2 - Pay point 3	\$40.77	\$41.79	\$41.79	\$42.84	\$43.91
Level 2 - Pay point 4	\$42.39	\$43.45	\$43.45	\$44.54	\$45.65
Level 3 – Experienced Pay point 1	\$44.23	\$45.34	\$45.34	\$46.47	\$47.63
Level 3 - Experienced Pay point 2	\$45.47	\$46.61	\$46.61	\$47.78	\$48.97
Level 3 – Experienced Pay point 3	\$46.45	\$47.61	\$47.61	\$48.80	\$50.02

<b>Classification</b>	<b>New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase</b>	<b>Hourly Rate from FFPPOOA 1 October 2025</b>	<b>New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase</b>	<b>New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase</b>
Level 3 – Experienced Pay point 4	\$48.52	\$49.73	\$49.73	\$50.97	\$52.25
Level 3 – Experienced Pay point 5	\$50.31	\$51.56	\$51.56	\$52.85	\$54.17
Level 4 - Team Leader Pay point 1	\$53.56	\$54.90	\$54.90	\$56.27	\$57.68
Level 4 - Team Leader Pay point 2	\$57.16	\$58.58	\$58.58	\$60.05	\$61.55
Level 4 - Team Leader Pay point 3	\$62.16	\$63.71	\$63.71	\$65.30	\$66.93
Level 4 - Team Leader Pay point 4	\$68.62	\$70.33	\$70.33	\$72.09	\$73.89

**Table 7 - Allowances**

FFPPOOA = first full pay period on or after

Item	Allowance	Clause	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
1	Uniform Allowance (uniform not supplied) per shift	22.3	\$1.56	\$1.60	\$1.64	\$1.68
	Uniform Allowance (uniform not supplied) per week		\$7.90	\$8.10	\$8.30	\$8.51
2	Laundry Allowance (excluding Nursing Classifications) per shift		\$0.41	\$0.42	\$0.43	\$0.44
	Laundry Allowance (excluding Nursing Classifications) per week		\$1.89	\$1.94	\$1.99	\$2.04
3	Laundry Allowance (Nursing Classifications Only) per week		\$5.70	\$5.84	\$5.98	\$6.13
4	Meal Allowance (more than 1 hour beyond usual finishing time) (Nursing Classifications all meals)		22.4	\$16.75	\$17.17	\$17.60
5	Meal Allowance (more than 4 hours beyond usual finishing time) (Aged Care and Health Professionals Classifications only)	\$15.50		\$15.89	\$16.28	\$16.69
6	Meal Allowance (more than 4 hours beyond usual finishing time) (Home Care Classifications only)	\$16.75		\$17.17	\$17.60	\$18.04
7	On Call Allowance Monday to Friday (Nursing classifications only) per 24 hours	22.5	\$27.50	\$28.19	\$28.89	\$29.61
8	On Call Allowance Saturday (Nursing classifications only) per 24 hours		\$40.00	\$41.00	\$42.03	\$43.08
9	On Call Allowance Sunday Public Holiday and Rostered Day Off (Nursing classifications only) per 24 hours		\$49.02	\$50.25	\$51.50	\$52.79
10	On Call Allowance Monday to Friday (Aged Care and Home Care Classifications only) per 24 hours	22.6	\$23.75	\$24.34	\$24.95	\$25.58
11	On Call Allowance Weekends, Public Holiday and Rostered Day Off (Aged Care and Home Care Classifications only) per 24 hours		\$47.00	\$48.18	\$49.38	\$50.61
12	Mileage Allowance per km	22.7	\$0.96	\$0.99	\$1.01	\$1.04
13	Continuing Education Allowance - RN post grad certificate	22.8	\$21.31	\$21.84	\$22.39	\$22.95
14	Continuing Education Allowance - RN post grad diploma or degree		\$35.54	\$36.43	\$37.34	\$38.27

Item	Allowance	Clause	New Hourly Rate from FFPPOOA 1 December 2024 with 4.5% increase	New Hourly Rate from FFPPOOA 1 July 2025 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2026 with 2.5% increase	New Hourly Rate from FFPPOOA 1 July 2027 with 2.5% increase
15	Continuing Education Allowance - RN master's degree or doctorate		\$42.62	\$43.68	\$44.77	\$45.89
16	Continuing Education Allowance - EN certificate IV qualification		\$14.19	\$14.55	\$14.91	\$15.28
17	In-Chare Allowance - RN in charge of facility less than 100 beds	22.9	\$25.39	\$26.03	\$26.68	\$27.35
18	In-Chare Allowance - RN in charge of facility more than 100 beds		\$40.92	\$41.95	\$42.99	\$44.07
19	In-Chare Allowance - RN in charge of a shift in a section of a facility		\$25.38	\$26.02	\$26.67	\$27.33
20	Leading Hand Allowance - in charge of 2 - 5 Employees	22.10	\$28.44	\$29.16	\$31.92	\$32.78
21	Leading Hand Allowance - in charge of 6 - 10 Employees		\$40.60	\$41.61	\$42.65	\$43.72
22	Leading Hand Allowance - in charge of 11 - 15 Employees		\$51.25	\$52.53	\$53.84	\$55.19
23	Leading Hand Allowance - in charge of 16 - 19 Employees		\$62.66	\$64.22	\$65.83	\$67.48
24	Sleepover Allowance (Aged Care Classifications only) per night	22.11	\$55.42	\$56.80	\$65.35	\$66.98
25	Sleepover Allowance (Home Care Classifications only) per night	22.12	\$54.94	\$56.31	\$60.02	\$61.52
26	Nauseous Work Allowance (Aged care Classifications only) per hour.	22.13	\$0.53	\$0.55	\$0.62	\$0.60
27	Nauseous Work Allowance (Aged care Classifications only) per week.		\$2.86	\$2.93	\$3.24	\$3.32
28	First Aid Allowance (Home care classifications only) per week	22.14	\$18.67	\$19.14	\$20.46	\$20.97
29	Hot Work Allowance exceeds 40 degrees (Home Care classifications only) per hour	22.16	\$0.55	\$0.57	\$0.61	\$0.63
30	Hot Work Allowance exceeds 46 degrees (Home Care classifications only) per hour		\$0.66	\$0.67	\$0.73	\$0.75
31	Tool Allowance (Aged Care Classifications only) per week	22.19	\$13.76	\$14.11	\$14.46	\$14.82
32	Medication Allowance (Nursing Assistants & Personal Care Workers only) per hour	22.2	\$0.90	\$0.92	\$0.94	\$0.97
33	Broken Shift Allowance single break (Home Care Classifications only) per broken shift	35	\$0.00	\$20.62	\$21.14	\$21.67
34	Broken Shift Allowance two break (Home Care Classifications only) per broken shifts		\$0.00	\$27.30	\$27.98	\$28.68

