



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Christian Homes Tasmania Ltd
(AG2022/3503)

CHRISTIAN HOMES TASMANIA LTD ENTERPRISE AGREEMENT 2020

Health and welfare services

DEPUTY PRESIDENT BELL

MELBOURNE, 8 SEPTEMBER 2022

Application for approval of the Christian Homes Tasmania Ltd Enterprise Agreement 2020.

[1] An application has been made for approval of an enterprise agreement known as the *Christian Homes Tasmania Ltd Enterprise Agreement 2020* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act) by Christian Homes Tasmania Ltd. The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. Pursuant to s.201(3), the undertakings are taken to be a term of the Agreement.

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met. The Agreement does not cover all of the employees of the employer. However, taking into account the factors in sections 186(3) and (3A) I am satisfied that the group of employees was fairly chosen.

[4] The Australian Nursing and Midwifery Federation and Health Services Union, being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want the Agreement to cover them. In accordance with s.201(2) I note that the Agreement covers the organisations.

[5] The Agreement was approved on 8 September 2022 and, in accordance with s.54, will operate from 15 September 2022. The nominal expiry date of the Agreement is 30 June 2024.



DEPUTY PRESIDENT

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Annexure A

Template: Undertaking for an application to approve a single enterprise agreement

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/3503

Applicant: Christian Homes Tasmania Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Glenn Hardwick, Chief Executive Officer, have the authority given to me by Christian Homes Tasmania Ltd to give the following undertakings with respect to the Christian Homes Tasmania Ltd Enterprise Agreement 2020 ("the Agreement"):

1. Clause 36.7 d will be replaced with:

If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 36.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued, subject to the deduction being authorised in writing by the employee and is principally for the employee's benefit.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date: 5 September 2022

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of the agreement.

Christian Homes Tasmania Ltd Enterprise Agreement 2020

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Part One - Application and operation

1. Title

This is the Christian Homes Tasmania Ltd Enterprise Agreement 2020 (the Agreement).

2. Commencement date and period of operation

- 2.1 This Agreement will become operational on the seventh (7) day after the Fair Work Commission approves the agreement.

Any back payment in relation to wages increase entitlements for employees classified as an Enrolled Nurse or Registered Nurse, shall be made from 1 July 2021 and will be paid within 60 days from the date of operation of this Agreement.

The nominal expiry date of this agreement is 30 June 2024, subject to the requirements of the *Fair Work Act 2009* (the Act) an application to vary the terms of the Agreement can be made under Part 2, Division 7 of the Act.

This Agreement will continue to apply after the nominal expiry date until it is replaced or terminated in accordance with the requirements of the *Fair Work Act 2009*.

- 2.2 The monetary obligations imposed on employers by this Agreement may be absorbed into over Agreement payments. Nothing in this Agreement requires an employer to maintain or increase any over Agreement payment.

3. Definitions and interpretation

- 3.1 In this Agreement, unless the contrary intention appears:

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

ADO means accrued day off.

Adult apprentice means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

Aged care employee means an employee whose position is classified within the aged care employee classifications with this Agreement.

Aged care industry 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.

AHPRA means the Australian Health and Practitioners Regulation Agency.

Apprentice means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority

Buddy means an employee who is rostered to work alongside a new employee with a view to orientating the employee into the requirements of the position as outlined in the relevant Position Description.

Casual employee means an employee who is engaged on an irregular, variable or unpredictable basis or on an as and when required basis and engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee and they are paid a casual loading in lieu of entitlements such as paid personal leave and annual leave.

CHT means Christian Homes Tasmanian Ltd (ABN 18 2185 156 752) or the Employer.

Day worker means an employee whose ordinary hours of work will be worked between 6.00am and 6.00pm, Monday to Friday.

Employee means national system employee within the meaning of the Act

Employer means Christian Homes Tasmania Ltd (ABN 18 2185 156 752)

Enrolled Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as an Enrolled Nurse with a medication endorsement.

Facility means a Residential Aged Care Facility registered as such under the *Aged Care Act 1997*.

Full time employee means an employee who is engaged to work 38 hours per week or an average of 38 hours per week.

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

- a. A spouse, child, parent, grandparent, grandchild or sibling of the employee;
- b. A child, parent, grandparent, grandchild or sibling of a spouse of the employee.
- c. Spouse includes a former spouse, a de-facto spouse or a former de-facto spouse or same sex partner.
- d. Child includes an adopted child; a stepchild; and ex-nuptial child and an adult child.
- e. A person related to the employee according to Aboriginal or Torres Strait Islander kinship rules

Member of employee's household in respect of an employee means any person or persons who usually resides with the employee.

NES means the National Employment Standards as contained in [sections 59 to 131](#) of the *Fair Work Act 2009* (Cth)

Ordinary hourly rate means the appropriate rate for an employee's classification as specified in Schedule Two. To remove any uncertainty, in the case of a casual employee the ordinary hourly rate does not include casual loading.

Part-time employee means an employee who is engaged to work less than an average of 38 hours per week and whose hours of work are reasonably predictable.

Part time shift worker (Enrolled Nurse or Registered Nurse) means a part-time employee who holds a regular position on a roster.

Registered Nurse means an employee registered as a Health Practitioner by the Australian Health Practitioners Regulation Agency (AHPRA) as a Registered Nurse.

Regular casual employee has the meaning given by the section 12 of the Act.

Roster (Enrolled Nurses and Registered Nurses) means a written roster (as varied from time to time in accordance with this Agreement) setting out the names of employees required to work in

accordance with the roster, and the days, dates, times and hours when each rostered employee is required to work.

Serious misconduct means the definition in the Fair Work Regulations.

Shift worker means an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker and/or an employee who works for more than four ordinary hours on 10 or more weekends.

Standard rate means the minimum hourly rate for an Aged care employee—level 6 in Schedule Two multiplied by 38.

Wages means, for the purposes of clause 19, the ordinary hourly rate for ordinary working hours worked to which an employee is entitled and includes any other payment to which an employee is entitled under the provision of this Agreement including allowances, loadings and overtime.

Year of service (Enrolled Nurse or Registered Nurse) means 1976 ordinary hours worked, including paid public holidays annual leave, compassionate leave and personal leave.

- 3.2 Where this agreement refers to a condition of employment provided for in the NES, the NES definition applies.

4. Coverage and parties bound by this agreement

- 4.1 This Agreement covers Christian Homes Tasmania Ltd (CHT) an employer in the aged care industry and its employees in the classifications listed in Schedule One
- 4.2 The Agreement does not cover an employee excluded from award coverage by the Act.
- 4.3 This Agreement is binding on the following parties:
- a. Christian Homes Tasmania Ltd (ABN 18 218 156 752);
 - b. The Australian and Midwifery Federation, Tasmanian Branch;
 - c. The Health Services Union, Tasmania Branch; and
 - d. All employees employed by the employer in positions classified in this Agreement.

5. Relationship to the Award and previous Agreements

- 5.1 This Agreement is made in accordance with Part 2-4 of the *Fair Work Act 2009* and applies to CHT and its employees who are employed in classifications which appear in this Agreement.
- 5.2 This Agreement wholly replaces the *Nurses Award 2020 (MA000034)* and the *Aged Care Award 2010 (MA000018)* (other than where there is a specific reference to an Award term within this Agreement), the Christian Homes Tasmania Inc. Nursing Staff Union Collective Agreement 2017 and any other modern award, registered industrial instrument (however named or described) and/or unregistered industrial agreement that applies to employees covered by this Agreement.
- 5.3 No Extra Claims**
The parties to this Agreement undertake that, for the life of this Agreement, they will not pursue any claims in respect to changes to salaries and conditions of employment covered by this Agreement

6. The National Employment Standards and this Agreement

- 6.1 The [NES](#) and this Agreement contain the minimum conditions of employment for employees covered by this Agreement.

- 6.2 The employer will ensure that copies of this Agreement and the NES are available to all employees to whom they apply. A copy of the Fair Work Information Statement is provided to employees upon commencement of employment.
- 6.3 Any matter which is provided for in the NES, and where there is an inconsistency between a clause in this Agreement and the NES (which would apply), and the NES provides a greater benefit, the NES provision will apply to the extent of this inconsistency.

Part Two – Flexibility, consultation and dispute resolution

7. Individual flexibility arrangements

- 7.1 The employer and employee covered by this Enterprise Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- a. The Agreement deals with 1 or more of the following matters:
 - i. Arrangements about when work is performed;
 - ii. Overtime rates;
 - iii. Penalty rates;
 - iv. Allowances;
 - v. Leave loading; and
 - b. the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph (a); and
 - c. the arrangement is genuinely agreed to by the employer and employee.
- 7.2 The employer must ensure that the terms of the individual flexibility arrangement:
- a. are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - b. are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - c. result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 The employer must ensure that the individual flexibility arrangement;
- a. is in writing; and
 - b. includes the name of the employer and employee; and
 - c. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - d. includes details of:
 - i. the terms of the enterprise agreement that will be varied by the arrangement; and
 - ii. how the arrangement will vary the effect of the terms; and
 - iii. how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - iv. states the day on which the arrangement commences.
- 7.4 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 The employer or employee may terminate the individual flexibility arrangement:
- a. by giving no more than 28 days written notice to the other party to the arrangement; or
 - b. if the employer and employee agree in writing — at any time.

8. Consultation

- 8.1 This term applies if the employer:
- a. has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the employees; or
 - b. proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- 8.2 **Major Change – For a major change referred to in paragraph 8.1a:**
- a. the employer must notify the relevant employees of the decision to introduce the major change; and
 - b. subclauses 8.3 to 8.9 apply.
- 8.3 The relevant employees may appoint a representative for the purposes of the procedures in this term.
- 8.4 If:
- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- 8.5 As soon as practicable after making its decision, the employer must:
- a. discuss with the relevant employees:
 - i. the introduction of the change; and
 - ii. the effect the change is likely to have on the employees; and
 - iii. measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - b. for the purposes of the discussion—provide, in writing, to the relevant employees:
 - i. all relevant information about the change including the nature of the change proposed; and
 - ii. information about the expected effects of the change on the employees; and
 - iii. any other matters likely to affect the employees.
- 8.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 8.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 8.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 8.2a and subclause 8.3 and 8.5 are taken not to apply.
- 8.9 In this term, a major change is ***likely to have a significant effect on employees*** if it results in:
- a. the termination of the employment of employees; or
 - b. major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
 - c. the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - d. the alteration of hours of work; or
 - e. the need to retrain employees; or
 - f. the need to relocate employees to another workplace; or
 - g. the restructuring of jobs.

8.10 Change to regular roster or ordinary hours of work - for a change referred to in paragraph 8.1b:

- a. the employer must notify the relevant employees of the proposed change; and
- b. subclauses 8.11 to 8.15 apply.

8.11 The relevant employees may appoint a representative for the purposes of the procedures in this term.

8.12 If:

- a. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
- b. the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

8.13 As soon as practicable after proposing to introduce the change, the employer must:

- a. discuss with the relevant employees the introduction of the change; and
- b. for the purposes of the discussion—provide to the relevant employees:
 - i. all relevant information about the change, including the nature of the change; and
 - ii. information about what the employer reasonably believes will be the effects of the change on the employees; and
 - iii. information about any other matters that the employer reasonably believes are likely to affect the employees; and
- c. invite the relevant employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

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

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

8.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause (1).

9. Dispute resolution

9.1 If a dispute relates to:

- a. a matter arising under the agreement; or
 - b. the National Employment Standards;
- this term sets out procedures to settle the dispute.

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

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

9.4 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.

9.5 The Fair Work Commission may deal with the dispute in 2 stages:

- a. the Fair Work Commission will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and

- b. if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
 - i. arbitrate the dispute; and
 - ii. make a determination that is binding on the parties.

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

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

- 9.6 While the parties are trying to resolve the dispute using the procedures in this term:
 - a. an employee must continue to perform his or her work as he or she would normally unless he or she has a reasonable concern about an imminent risk to his or her health or safety; and
 - b. an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:
 - i. the work is not safe; or
 - ii. applicable occupational health and safety legislation would not permit the work to be performed; or
 - iii. the work is not appropriate for the employee to perform; or
 - iv. there are other reasonable grounds for the employee to refuse to comply with the direction.
- 9.7 The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term

Part Three - Types of employment and termination of employment

10. Employment categories

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

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

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

10.2 Full-time employees

See clause 3 for definition of full time employee.

10.3 Part-time employees

- a. See clause 3 for definition of part time employee.
- b. Before an Enrolled Nurse or Registered Nurse commences part-time employment, the employer and employee will agree in writing the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- c. Before an Aged Care employee commences part time employment the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- d. Any agreed variation to the hours of work will be in writing.
- e. 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.

10.4 Casual employees

- a. See Clause 3 for definition of casual employee.
- b. A casual employee will be paid per ordinary hour worked at the hourly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time employees.
- c. When a casual employee works overtime, they must be paid the overtime rates in clause 26 or clause 27.
- d. Casual Enrolled Nurses and Registered Nurses must not be placed on a roster for a period in excess of six weeks to temporarily cover the absence of a part time or full time employee or vacancies.

10.5 Right to request casual conversion

- a. Offers and requests for conversion from casual employment are provided for in Division 4A of the NES.

Note: Disputes about offers and requests for casual conversion under the NES are to be dealt with under clause 9 – dispute resolution.

10.6 Probation

A probation period of three (3) months will be undertaken by an employee employed in a classification as an Enrolled Nurse or Registered Nurse, with a possibility of a further three (3) months extension if required.

11. Termination of employment

11.1 Notice of Termination by the employer

- a. An employee must give the employer notice of termination in accordance with Table 2—Period of notice

Employee's period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Provided that Enrolled Nurses and Registered Nurses that have one year or less of continuous service are entitled to two week's notice.

Provide further that an employee is entitled to one extra weeks of notice if they are over 45 years of age and have worked for the employer for at least 2 years.

- c. The employer may decide to make payment of salary in lieu of notice. Employment may also be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- d. In calculating any payment in lieu of notice, the wages the employee would have received in respect of the rostered hours they would have worked during the period of notice had their employment not been terminated will be issued.

11.2 Notice of termination by an employee

- a. This clause applies to all employees except those identified in ss.123 (1) and 123(3) of the [Act](#).
- b. An employee must give the employer notice of termination in accordance with Table 2—Period of notice of at least the period specified in column 2 according to the period of continuous service of the employee specified in column 1.

Table 2—Period of notice

Column 1	Column 2
Employee’s period of continuous service with the employer at the end of the day the notice is given	Period of notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

Provided that Enrolled Nurses and Registered Nurses are required to give 2 week notice regardless of length of service.

- c. In paragraph b continuous service has the same meaning as in s.117 of the [Act](#).
- d. The employer may decide to make payment of salary in lieu thereof. Employment may also be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.
- e. In calculating any payment in lieu of notice, the wages the employee would have received in respect of the rostered hours they would have worked during the period of notice had their employment not been terminated will be issued.

11.3 Notice periods do not apply

To employees who:

- a. Are casual;
- b. Are employed for a specific period of time or task (for example a fixed term contract);
- c. Are terminated because of serious misconduct
- d. Have a training arrangement and are employed for a set period of time or for the length of the training arrangement.

11.4 Summary dismissal because of serious misconduct

The Employer has the right to dismiss an employee without notice for conduct that justifies serious misconduct and in such cases the wages shall be paid up to the time of dismissal only.

11.5 Job search entitlement

- a. Where an employer has given notice of termination to an employee, the employee must be allowed time off without loss of pay of up to one day for the purpose of seeking other employment.
- b. The time off under 11.5a is to be taken at times that are convenient to the employee after consultation with the employer.

11.6 Statement of Service

Upon the termination of the services of any employee, the employer shall at the request of the employee provide a statement of service, duly signed by or on behalf of the employer, setting out the period of the employment and the position in which the employee was employed.

11.7 Discussions prior to decision to terminate employment

- a. This clause applies to Enrolled Nurses and Registered Nurses.
- b. Where disciplinary action may be necessary due to an employee’s alleged misconduct or poor performance, the management representative shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to these issues.
- b. In the event that the employee’s response is unsatisfactory, a warning in writing may be issued. This warning will be recorded on the employee’s personnel file. Depending on the seriousness of the misconduct or poor performance the employer may choose to proceed directly to a final warning.

- c. Where there are issues the matter or matters will be dealt with in line with the relevant Disputes processes.
- d. Summary dismissal of an employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009* as amended).
- e. During all steps in the disciplinary procedure, the employee has the right to representation of their choice.
- f. If the employee is suspended during the period of investigation the employee will be paid their normal wages.
- g. If an employee has a warning in place for more than twelve months then that employee has the right to seek a review of the warning to determine whether it should be withdrawn. During any such reviews the employee has the right to be represented by a person of their choice.

11.8 Records

- a. This clause applies to Enrolled Nurses and Registered Nurses.
- b. Except in the case of serious or wilful misconduct, an employee's personnel records relating to either disciplinary procedure, performance management or formal warning will be disregarded where the period of performance management/disciplinary procedure or warning has elapsed without further warning/s.
- b. Where a performance management plan, disciplinary procedure or warning has been withdrawn, the employer must enter a file note against all relevant documentation in the employee's personnel records, stating that:
 - i. the performance management plan, disciplinary procedure or warning has been withdrawn; and
 - ii. the performance management plan, disciplinary procedure or warning must be disregarded in future disciplinary or performance management action.

12. Redundancy

12.1 Requirement to consult

- a. Clause 8 is applicable
- b. Clause 12.1c and 12.1d applies to Enrolled Nurse and Registered Nurses only.
- c. For the purpose of this clause redundancy includes a situation where the employer believes for operational reasons that it is necessary to make one or more positions redundant, or to reduce the number of employees, or to decrease an employee's ordinary hours of work thus causing a reduction to the employee's income.
- d. Where the employer believes that it may be necessary to implement a redundancy, the employer is to immediately notify the affected employee(s) and their representative(s) and commence a process of consultation.

12.2 Redeployment

- a. If a redundancy is likely to occur the employer will actively explore all internal redeployment opportunities for employee's surplus to requirements.
- b. If the employer deems it necessary for an employee to undergo re-training in order for the employee to perform the duties of the position to which the employee is being redeployed, the employer is to provide such training, at no cost to the employee who is entitled to undertake the training during working hours;
- c. All reasonable attempts will be made to ensure that an employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

12.3 Retraining

- a. Enrolled Nurses and Registered Nurses may be retrained for other, available positions on condition that the employees concerned can demonstrate that they possess the necessary capacity for those positions.

12.4 Notice Periods

- a. Notice periods for Aged Care Employees is in accordance with the NES.
- b. Notice periods for Enrolled Nurses and Registered Nurses
 - i. The employer has to give the following minimum notice periods when making an employee's job redundant.

Period of Continuous Service	Period of Notice
Not more than 3 years	2 weeks
More than 3 years but no more than 5 years	3 weeks
Over 5 years	4 weeks

- ii. Employees over 45 years old who have worked for the employer for at least two continuous years are entitled to an extra one week notice.
- iii. If the notice period is not worked, this is paid out as well as the redundancy pay.

12.5 Voluntary Redundancies

- a. Clause 12.5 applies to Enrolled Nurses and Registered Nurses.
- b. Before a redundancy is affected, the employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all employees.
Provided that the employer is only required to seek such expressions of interest from employees employed at the same classification level and at the same worksite in which the redundancy is being affected.
- c. In assessing expressions of interest for voluntary redundancy the employer will take into account the skill and operational requirements of the facility.
- d. Wherever reasonably practicable involuntary redundancies will only be effected if there are no, or insufficient, volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing employees in accordance with sub clauses 12.5b and 12.5c.
- e. The employer is to consult with the employee(s) and their representative(s) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.
- f. Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant employees is:
- g. Notice as specified in this clause, or payment in lieu of that notice; and
 - ii. Redundancy pay in accordance with the NES or two week's pay for each completed year of service and pro rata for an uncompleted year, whichever is greater; and
 - iii. Payment for all accrued annual leave including leave loading.

12.6 Involuntary Redundancies

- a. Notice applies as specified in clause 12.4
- b. Redundancy pay is in accordance with the NES; and
Provided that Enrolled Nurses and Registered Nurses redundancy pay is two weeks for each completed year of service and pro rata for an uncompleted year, if this is greater than the NES provision.
- c. Payment for all accrued annual leave and annual leave loading; and
- d. Payment for pro rata long service leave as per the *Long Service Leave Act 1976*.
Provided that Enrolled Nurses and Registered Nurses are entitled to pro rata long service leave if they have more than five years continuous service.
- e.
 - i. Where the employer facilitates acceptable alternative employment for a redundant employee, including transfer of entitlements, the provision of clause 12.6 does not apply.
 - ii. Acceptable alternative employment will be deemed to be where the employee has gained employment in a position which reflects the skills of that employee and which

provides the same financial and employment benefits, including security of employment, as the position from which the employee was made redundant

12.7 Transfer to lower paid duties on redundancy

- a. Clause 12.7 applies to Aged Care Employees.
- b. Clause 12.7 applies if, because of redundancy, an Aged Care Employee is transferred to new duties to which a lower ordinary rate of pay applies.
- b. The employer may:
 - i. give the employee notice of the transfer of at least the same length as the employee would be entitled to under section 117 of the [Act](#) as if it were a notice of termination given by the employer; or
 - ii transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in paragraph c.
- c. If the employer acts as mentioned in paragraph bii, the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role, and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

12.8 Partial redundancy package for changed or decreased hours

- a. Clause 12.8 applies to Enrolled Nurses and Registered Nurses
- b. Where an employee is not offered similar hours or hours are altered, other than by normal change of roster in accordance with this Agreement, and this causes loss of income to the employee, the employer is to pay a partial redundancy package as:
 - i. partial redundancy package – existing weekly rate, minus new weekly rate, multiplied by 2, multiplied by years of service, plus pro rata for any uncompleted years of continuous service.

12.9 Employee leaving during redundancy notice period

- a. An Aged Care Employee, given notice of termination in circumstances of redundancy may terminate their employment during the minimum period of notice prescribed by section 117(3) of the [Act](#).
- b. The employee is entitled to receive the benefits and payments they would have received under clause 12 or under sections 119–123 of the [Act](#) had they remained in employment until the expiry of the notice.
- c. However, the employee is not entitled to be paid for any part of the period of notice remaining after the employee ceased to be employed.

12.10 Job search entitlement

- a. Where an employer has given notice of termination to an employee in circumstances of redundancy, the employee must be allowed time off without loss of pay of up to one day each week of the minimum period of notice prescribed by section 117(3) of the [Act](#) for the purpose of seeking other employment.

Provided that an Enrolled Nurse or Registered Nurse who is made involuntarily redundant are to be given assistance by the employer in seeking suitable alternative employment, including being granted paid time off to look for work and to arrange training or re-training.
- b. If an employee is allowed time off without loss of pay of more than one day under paragraph a, the employee must, at the request of the employer, produce proof of attendance at an interview.
- c. A statutory declaration is sufficient for the purpose of paragraph b.
- d. An employee who fails to produce proof when required under paragraph b is not entitled to be paid for the time off.

- e. This entitlement applies instead of clauses 11.5.

12.11 Financial Counselling

The employer will pay for up to two sessions of financial counselling, from a financial adviser agreed to by the employer and employee, for Enrolled Nurses and Registered Nurses that are offered a redundancy, or who express an interested in redundancy.

12.12 Detail of redundancy package to be provided

The employer will provide a full detailed statement of the redundancy package at the time the offer of redundancy is made to an employee.

12.13 Notifying redundant Enrolled Nurses and Registered Nurses of new vacancies

- a. Clause 12.13 applies to Enrolled Nurses and Registered Nurses
- b. In the event that a position becomes available in the employer's establishment, the employer is to take reasonable steps to notify employees made redundant by the employer of the vacancy and to invite them to apply for it, within twelve months of the employees being made redundant.

12.14 Definition of a week's pay for Enrolled Nurses and Registered Nurses

- a. Clause 12.14 applies to Enrolled Nurses and Registered Nurses
- b. For the purposes of clause 12 a week's pay means the relevant hourly rate, and any loadings and all-purpose allowances to which the employee is normally entitled.

Part Four - Minimum wages and related matters

13. Classifications

- 13.1 All employees covered by this Agreement must be classified according to the structure and definitions set out in Schedule One.
- 13.2 Employers must advise their employees in writing of their classification upon commencement and of any subsequent changes to their classification.

14. Apprentices and Trainees

14.1 Cooking apprentices

An employee apprenticed in the cooking trade will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	55	55
2nd year	65	65
3rd year	80	80
4th year	95	95

14.2 Gardening apprentices

- a. An employee apprenticed in the gardening and landscaping trade will be paid the percentage of Level 4 set out in the following table:

Year of apprenticeship	% of Level 4 rate for apprentices who have not completed year 12	% of Level 4 rate for apprentices who have completed year 12
1st year	50	55
2nd year	60	65
3rd year	75	75
4th year	95	95

14.3 Adult apprentices

- a. The minimum rate for an adult apprentice who is in the first year of their apprenticeship must be 80% of the minimum wage for Level 4, or the rate prescribed by clause 14.1 or 14.2 for the relevant year of the apprenticeship, whichever is the greater.
- b. The minimum rate for an adult apprentice who is in the second and subsequent years of their apprenticeship must be the rate for the lowest adult classification in Schedule One or the rate prescribed by the relevant apprenticeship in clause 14.1 or 14.2 for the relevant year of the apprenticeship, whichever is the greater.
- c. A person employed by an employer under this award immediately prior to entering into a training agreement as an adult apprentice with that employer must not suffer a reduction in their minimum wage by virtue of entering into the training agreement, provided that the person has been an employee in that enterprise for at least six months as a full-time employee or twelve months as a part-time or regular and systematic casual employee immediately prior to commencing the apprenticeship. For the purpose only of fixing a minimum wage, the adult apprentice must continue to receive the minimum wage that applies to the classification specified in Schedule One in which the adult apprentice was engaged immediately prior to entering into the training agreement.

14.4 Apprentice conditions of employment

- a. Except as provided in this clause or where otherwise stated, all conditions of employment specified in this award apply to apprentices.
- b. Where an apprentice is required to attend block release training for training identified in or associated with their training contract, and such training requires an overnight stay, the employer must pay for the excess reasonable travel costs incurred by the apprentice in the course of travelling to and from such training. Provided that this clause will not apply where the apprentice could attend an alternative Registered Training Organisation (RTO) and the use of the more distant RTO is not agreed between the employer and the apprentice.
- c. For the purposes of clause 14.4b above, excess reasonable travel costs include the total costs of reasonable transportation (including transportation of tools where required), accommodation costs incurred while travelling (where necessary) and reasonable expenses incurred while travelling, including meals, which exceed those incurred in travelling to and from work. For the purposes of this subclause, excess travel costs do not include payment for travelling time or expenses incurred while not travelling to and from block release training.
- d. The amount payable by an employer under clause 14.4b may be reduced by an amount the apprentice is eligible to receive for travel costs to attend block release training under a Government apprentice assistance scheme. This will only apply if an apprentice has either received such assistance or their employer has advised them in writing of the availability of such assistance.
- e. All training fees charged by an RTO for prescribed courses and the cost of all prescribed textbooks (excluding those textbooks which are available in the employer's technical library) for the apprenticeship, which are paid by an apprentice, shall be reimbursed by the employer within six months of the commencement of the apprenticeship or the relevant stage of the

apprenticeship, or within three months of the commencement of the training provided by the RTO, whichever is the later, unless there is unsatisfactory progress.

- f. An employer may meet its obligations under 14.4e by paying any fees and/or cost of textbooks directly to the RTO.
- g. An apprentice is entitled to be released from work without loss of continuity of employment and to payment of the appropriate wages to attend any training and assessment specified in, or associated with, the training contract.
- h. Time spent by an apprentice in attending any training and/or assessment specified in, or associated with, the training contract is to be regarded as time worked for the employer for the purposes of calculating the apprentice's wages and determining the apprentice's employment conditions. This subclause operates subject to the provisions of Schedule Four
- i. No apprentice will, except in an emergency, work or be required to work overtime or shift work at times which would prevent their attendance at training consistent with their training contract.

14.5 National Training Wage

- a. Schedule E of the *Miscellaneous Award 2020* sets out minimum wage rates and conditions for employees undertaking traineeships.
- b. This Agreement incorporates the terms of Schedule E to the *Miscellaneous Award 2020* as at the date of operation of this Agreement. Provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to this Agreement and not the *Miscellaneous Award 2020*.

15. Allowances and reimbursements

15.1 Clothing and equipment

- 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. Sub clauses c to f apply to Aged Care Employees.
- c. Instead of the provision of such uniforms, the employer may, by agreement with the employee, pay such employee a uniform allowance per shift or part thereof on duty per week, whichever is the lesser amount as outlined in Schedule Three.
- d. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance per shift or part thereof on duty or per week, whichever is the lesser amount as outlined in Schedule Three.
- e. 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.
- f. 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.

15.2 Leading hand allowance

- a. A leading hand is an Aged Care 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:

Leading hand in charge of:	% of standard rate
2-5 other employees	2.67
6-10 other employees	3.81
11-15 other employees	4.81
16 or more other employees	5.88

- c. This allowance will be part of salary for all purposes of this 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.

15.3 Meal allowance

- a. An Aged Care Employee will be supplied with an adequate meal where an employer has adequate cooking and dining facilities or be paid a meal allowance as outlined in Schedule Three in addition to any overtime payment as follows:
 - i. When required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
 - ii. Provided that where such overtime work exceeds four hours a further meal allowance will be paid as outlined in Schedule Three.
- b. Clause 15.3a will not apply when an employee could reasonably return home for a meal within the meal break.
- c. On request the meal allowance in clause 15.3a will be paid on the same day as overtime is worked.
- d. Where the duties of an Enrolled Nurse or Registered Nurse require them to travel from their normal place of work, and the employee so required, is more than 16 kilometres away at the normal meal hour (breakfast, lunch and dinner), the employee shall, subject to this clause be paid in accordance with the Australian Taxation Office rates prevailing at the time.

15.4 Nauseous work allowance

- a. Sub clauses b applies to Aged Care Employees.
- b. An allowance of 0.05% of the Aged Care Employee – Level 6 standard rate per hour or part thereof will be paid to an Aged Care 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 of 0.27% of the Aged Care Employee Level 6 standard rate for work performed in any week.

15.5 Tool allowance

A tool allowance of \$12.55 per week for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.

15.6 Travelling, transport and fares

- a. An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance of not less than \$0.92 per kilometre.
- b. When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- c. Provided further that the employee will not be entitled to reimbursement for expenses referred to in clause 15.6b which exceed the mode of transport, meals or the standard of accommodation agreed with the employer for these purposes.
- d. An Enrolled Nurse or Registered Nurse that has approved intrastate or interstate overnight travel by the employee will be reimbursed for all valid travelling expenses incurred and all reasonable out of pocket expenses associated with such travel.

- e. An Enrolled Nurse or Registered Nurse that is required to attend work at a location other than their usual workplace are to be reimbursed any additional fare they may incur. Where practicable, the employee is to provide information include costs relating to travel arrangements, including mode of transport and accommodation bookings, prior to the actual travel.
- f. An Enrolled Nurse or Registered that is required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home. **Provided that** clause 15.6f does not apply to employees who drive their own vehicles to and from work.

15.7 In charge allowance

A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume charge of a care unit will be paid an allowance as outlined in Schedule Three for each shift worked.

Provided that in charge allowance will be paid to employees working on weekends or public holiday shifts when they are the only nurse on site and the custodian of the schedule 8 drug keys.

Provides that the in-charge responsibility includes all areas of the facility including catering, domestics and care employees.

Provided further that there is no entitlement to this payment if a Registered Nurse level 2 or above is rostering for duty at the same time and in the same unit.

15.8 Post graduate qualification allowance

- a. A Registered Nurse who holds a post graduate qualifications shall be paid an allowance in addition to salary, as follows:
 - i. For a post graduate hospital or post graduate certificate – 4.0% of the ordinary hourly rate;
 - ii. For a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the ordinary hourly rate of pay’;
 - iii. A masters or doctorate – 7.5% of the ordinary hourly rate.
- b. An Enrolled Nurse who holds an Advanced Diploma shall be paid an allowance of a 6.5% of the ordinary hourly rate of pay.
- c. An employee is entitled to a payment of one post graduate qualification allowance only.
- d. Payment of an allowance under this clause is dependent upon the qualification being relevant to the employer current area of practice, the qualification is used in the performance of the employee’s work and is agreed between employee and employer.
- e. A post graduate qualification allowance paid in accordance with this clause shall be taken into account in calculating overtime and annual leave payments.
- f. A post graduate qualification allowance is payable by the employer to the employee subject to:
 - i. sub clause c and d; and
 - ii. upon receipt of appropriate evidence of the qualification; and
 - iii. from the date of provision of the appropriate evidence to the employer.
- g. The employer will provide advice to employees upon commencement of this clause.

15.9 Preceptor allowance

- a. An Enrolled Nurse, a Registered Nurse Level 1 or a Registered Nurse Level 2 who acts as a preceptor shall be paid an allowance as outlined in Schedule Three for all time spent so acting, subject to the following:
 - i. The employee must be a qualified preceptor; and
 - ii. Where an employer requires an employee to act as a preceptor the employer will pay all course fees and provide time off on full pay for the employee to attend the preceptor course.

15.10 Buddy allowance

A Buddy will be paid an allowance of \$1.00 per hour when they have successfully completed a buddy shift with a new Employee and submitted completed orientation documentation to their Manager.

Provided that a Buddy Allowance is not payable to an Enrolled Nurse, Registered Nurse or an employee whose classification and/or position description denotes supervisory responsibility.

15.11 Drivers licence reimbursement

An Enrolled Nurse or Registered Nurse directed by the employee to drive vehicles requiring a driver's licence is to be reimburses the costs of the drivers licence

Provided that this provision does not apply to if the employee is only required to drive on an occasional basis.

15.12 Allowances not to be taken in to account

Allowances specified in clause 15, with the exception of clause 15.8, shall not be taken into account in calculating overtime and shift loading specified in this Agreement.

16. Enrolled Nurse and Registered Nurse training

16.1 Nurse undertaking post graduate training

An Enrolled Nurse or Registered Nurse, up to and including the classification of Registered Nurse Level 3, while undertaking post diploma or graduate training, shall be paid at the employee's existing salary rate and will be entitled to normal incremental progression.

16.2 Enrolled Nurse upgrading to Registered Nurse

Enrolled Nurses who complete a period of study which qualifies them to seek registration as a Registered Nurse with AHRPA shall, if they wish to continue in employment with the employer, be transferred to a position as a registered nurse if the employer has such a position available and if the employee is suitable for the position.

Provided that an Enrolled Nurse who qualifies as a Registered Nurse will commence at the RN salary of level 1 year 2.

17. Salary re-entry

17.1 Enrolled Nurse

- a. An Enrolled Nurse undertaking the re-entry to practice course shall be paid at Enrolled Nurse 1st year of service during course clinical time;
- b. Subject to 17.1a, such an employee shall be paid at Enrolled Nurse second year of service for the first year of service of 1976 hours, or two years, whichever comes first;
- c. Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

17.2 Registered Nurse

- a. A Registered Nurse undertaking the re-entry to practice course shall be paid at Registered Nurse Level 1, 1st year of service during course clinical time;
- b. Subject to 17.2a, such an employee shall be paid at Registered Nurse Level 1, 2nd year of service for the first year of service of 1976 hours, or two years, whichever comes first;
- c. Following successful completion of the re-entry program all of the employee's previous nursing experience shall be recognised upon proof of that past experience.

18. Accelerated advancement

- 18.1 Subject to 18.2 a Registered Nurse level 1 shall be entitled to progress one increment on that person's first appointment following registration with the AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining:
- a. A Bachelor of Nursing; or
 - b. Registration in another branch of nursing or on another nursing register maintained by AHPRA where the employee is working in a particular practice setting which requires the additional registration; or
 - c. Successful completion of a post-registration course of at least twelve months duration if the employee is required to perform duties to which the course is directly relevant.
- 18.2 A Registered Nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.
Provided that existing incremental dates shall not be affected by incremental progression in accordance with this sub clause.

19. Payment of wages

- 19.1 Part time and full time employees are entitled to be paid in respect of their ordinary hourly rate as specified in this Agreement, including where shifts and weekend loadings, and overtime are applicable if:
- a. Due to the act, default or order of their employer they do not work for their full number of ordinary hours; and
 - b. They are ready, willing and available to work their full number of ordinary hours in that week.
- 19.2 Time and interval of payment**
- a. Wages are to be paid fortnightly and not later than Thursday.
 - b. When a pay day falls on a public holiday wages shall be paid on the last working day prior to the public holiday.
 - c. The pay day shall not be varied, except after consultation with employees and an agreed phasing-in period.
- 19.3 Method of payment**
- a. Subject to clause 19.6, by no later than payday, wages must be paid by electronic funds transfer or some other method determined by the employer, the former into the bank or financial institutional account nominated by the employee.
 - b. The method of payment shall not be varied, except after consultation with employees and an agreed phasing-in period.
- 19.4 Payslips**
- a. To include information required by Reg. 3.46 of the Fair Work Regulations; and
 - b. To be provided to employees within one working day of pay day, even if the employee is on leave.
- 19.5 Payment on termination of employment**
- a. When notice of termination of employment has been given by an employee in accordance with clause 11.2, or an employee's services have been terminated by the employer who has provided them with notice in accordance with clause 11.1 payment of all wages and other monies owing to an employee will be made to the employee by no later than the last day of the formal notice period,
 - b. In all other circumstances, the employer must pay:

- i. For an Enrolled Nurse and Registered Nurse, on the next working day of the pay office arrange for all of the employee's outstanding pay and entitlements to be paid to the employee's nominated financial institution.
- ii. For an Aged Care Employee all wages and other monies owing to an employee by no later than seven days after the day on which the employee's employment terminates.

19.6 Delay

- a. This clause applies to Aged Care Employees.
 - i. Notwithstanding clause 19.3 and 19.5, 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.
- b. This clause applies to Enrolled Nurses and Registered Nurses
 - i. Except in circumstances beyond the control of the employer and subject to 19.7b, an employee waiting for more than a quarter of an hour for wages, on the normal pay day after the usual time for ceasing work, is to be paid the overtime rate after that quarter of an hour, with a minimum payment for a quarter of an hour, and payment shall continue on that day until the employee is advised that payment will not be forthcoming on that day.
 - ii. Payment at the overtime rate shall continue during all ordinary hours of work on each succeeding day or days, including rostered days off, up to a maximum of 7.6 hours per day, until such time as payment is made.
 - iii. Provided that, in no circumstances will the aggregate of ordinary time wages, and overtime penalty for waiting time on any day exceed 2.5 times the ordinary rate of pay.
 - iv. For the purposes of this clause the ordinary rates shall be exclusive of premiums, loadings or penalties.

19.7 Payment of Wages for Enrolled Nurses and Registered Nurses

- a. Deduction of Moneys
 - i. Where authorised by an employee in writing, the employer is to make deductions from the employee's wages.
 - ii. Where on termination of employment an employee owes money to the employer, including the cost of unreturned uniforms and other property of the employer, the employer is entitled to deduct such owed money from the employee's final pay as authorised by the employee.
 - iii. For the purpose of clarity owed money is taken to include unrecovered overpaid wages.
- b. Agreed alternative arrangements - no waiting time payment to apply
Subject to 19.7c the provisions of 19.6b shall have no effect in circumstances whereby payment cannot be effected on pay day but the employer and the employee agree to an alternative arrangement for payment.
- c. Alternative arrangement broken – penalty to apply
Should however, the employer fail to discharge payment in accordance with the terms of the alternatively agreed arrangement as provided in 19.7b the employee shall be deemed to have been kept waiting for payment since pay day and shall thereby be entitled to payment in accordance with 19.6bi until such time as payment is affected.
- d. Overpayments
 - i. In the event of an overpayment to an employee where the overpayment has been made in one lump sum the following shall apply:
 - A. The employer will negotiate a repayment arrangement with the employee.
 - B. If agreement is reached such agreement will be documented and implemented.
 - C. If no agreement is reached and the employee does not authorise the employer to make any deductions from their pay, in accordance with s.324

of the *Fair Work Act 2009* then either the employer or the employee can activate clause 9, dispute resolution in an attempt to resolve the issue. **Providing that** except where financial hardship can be proven and the employee will be placed in financial difficulties alternative arrangements can be made by both parties in writing.

- ii. In the event of an overpayment to an employee where the overpayment has been made over an extended period of time the following shall apply:
 - A. The employer will negotiate a repayment arrangement with the employee.
 - B. If agreement is reached such agreement will be documented and implemented.
 - C. If no agreement is reached and the employee does not authorise the employer to make any deductions from their pay, in accordance with s.324 of the *Fair Work Act 2009* then either the employer or the employee can activate clause 9, dispute resolution in an attempt to resolve the issue.
- iii. In the event of exceptional circumstances the provisions of sub-clause i and ii may be waived by agreement between the employer and the employee.
- e. Underpayments
 - i. Where an error has been made by the employer, on request by the employee, an electronic payment will be made (two pay slips will be issued in the following pay period).
 - ii. Where the error was made by the employee, an “extra” pay will be made in the following pay period.

20. Salary increases

20.1 The salaries set out in Schedule Two will be increased by the following amounts:

- a. 2.00% from the first full pay period on or after 1 July 2020 for Enrolled Nurses and Registered Nurses.
- b. 2.25% from the first full pay period on or after 1 July 2021 for Enrolled Nurses and Registered Nurses.
- c. 2.00% from the first full pay period on or after 1 July 2022 for all employees covered by this Agreement.
- d. 2.00% from the first full pay period on or after 1 July 2023 for all employees covered by this Agreement.

Provided that if the National Minimum Wage Increase as set by the Fair Work Commission for a specific period is higher, then the higher increase will be applicable for sub clauses b, c and d and the employer will update Schedule Two and Three accordingly.

Provided further that the employer implemented a 2.00% increase to Enrolled Nurses and Registered Nurses on 20 June 2021 effective from the first full pay period after 1 July 2020. This fulfils the increase in 20.1a.

Provided further that the employer implemented a 2.50% increase to Enrolled Nurses and Registered Nurses on 20 June 2022 effective from the first full pay period after 1 July 2021. This fulfils the increase in 20.1b.

Provided further that the employer implemented a 4.6% increase to Enrolled Nurses and Registered Nurses on 18 July 2022 effective from the first full pay period after 1 July 2022. This fulfils the increase in 20.1c.

20.2 During the life of this Agreement, arbitrated safety net adjustments and increases to the rates of pay contained in the *Nurses Award 2020* and *Aged Care Award 2010* are not applicable to employees covered by this Agreement.

Provided that during the life of this Agreement, the salary rates specified in this Agreement will, as a minimum, be maintained at a level not less than the salaries prescribed in the *Nurses Award 2020* and *Aged Care Award 2010*.

21. Superannuation

21.1 Superannuation legislation

- a. 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 the employer will pay into the nominated fund which is Health and employees Superannuation Trust Australia (HESTA) or any successor
- b. The rights and obligations in this clauses supplements those in superannuation legislation.

21.2 Employer contributions

- a. The employer will make such superannuation contributions to a superannuation fund for the benefit of an employee as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.
- b. Superannuation contributions will be made as a minimum, on a monthly basis.
- c. The employer will make contributions on behalf of all employees, irrespective of their age, employment status or monthly earnings.

21.3 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 21.2.
- 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 21.3a no later than 28 days after the end of the month in which the deduction authorised under clauses 21.3a was made.

22. Salary packaging and salary sacrifice

- 22.1 The parties to this Agreement agree that the rate of pay as specified in Schedule One of this Agreement may be packaged in accordance with the employer's salary packaging provider and in accordance with the relevant legislation as amended from time to time.
- 22.2 Employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits. The employer is required to offer salary packaging to all employees by no later than six months after the operation of this Agreement.
- 22.3 The employer agrees that the terms and conditions of such a package must be subject to the following provisions, overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee being able to participate in salary packaging under the terms of this clause.
- 22.4 Non salary packaged benefits must be paid for any period in respect of which the employee is paid salary or the equivalent, including but not limited to worker's annual or other leave with pay;

including long service leave.

- 22.5 If during the life of a salary packaging agreement between the employer's salary packaging provider and the employee, the employee becomes entitled to worker's compensation payments, the employee will not receive less remuneration from the employer than the entitlements due if no salary packaging arrangements had been entered into with the employer.
- 22.6 In the event that the employee ceases to be employed by the employer any agreement between the employer's salary packaging provider and the employee will cease to apply as at the date of termination and all entitlements due on termination will be paid at the rate provided for in the Agreement, subject to application Pay As You Go (PAYG) withholdings (tax).
- 22.7 Superannuation payments required under the *Superannuation Guarantee (Administration) Act 1992* as amended from time to time must be calculated on the Agreement salary rate as per Schedule Two as if no salary packaging agreement was in place.
- 22.8 Annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place.
- 22.9 Employees who have entered into a salary packaging agreement with the employer's salary packaging provider are able to cease this arrangement at any time in line with the salary packaging providers required notice period.
- 22.10 Any salary increases awarded through amendments or enterprise bargaining shall be payable to the employees covered by a salary packaging agreement; such increase to be applied to the base rate of pay before salary packaging.
- 22.11 No employee, as a result of entering into a salary packaging agreement, shall receive less, in salary and benefit, than currently provided for in this Agreement. The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
- a. that there is no compulsion for any employee to participate in salary packaging;
 - b. that all Agreement conditions, other than salary packaging, will continue to apply;
 - c. that the employee is encouraged to consult with a financial advisor before signing a salary package agreement.
 - d. of the classification level and the current base salary payable as applicable under this Agreement
 - e. of the right of the employee to inspect details of the payments and transactions made under the terms of any agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a print out of the relevant information;
 - f. that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
- 22.12 That in the event that the employer ceases to attract exception from payment of Fringe Benefit Tax, all salary packaging arrangements will be terminated and the individual employee's wages will revert to those specified in Schedule Two of this Agreement

Part Five - Hours of work and related matters

23 Ordinary hours of work and rostering

23.1 Ordinary hours of work – day workers

- a. The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:
 - i. in a period of 28 calendar days of not more than 20 work days in a roster cycle; or
 - ii. 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);
- b. The ordinary hours of work per day will be a maximum of eight (8) hours.
- c. Notwithstanding a and b above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of ten (10) hours per day.

Provided that such an agreement may be discontinued by either the employer or the employee giving fourteen (14) days written notice.

Provided further that no employee or prospective employee shall be required by the employer to work under the terms of this sub clause as a condition of employment except by agreement between the employer and employee.
- d. Work performed by day workers before 6.00am and after 6.00pm, Monday to Friday, other than by agreement in 10.3d, is to be paid at overtime rates.
- e. Make up time

An employee may elect, with the agreement of the employer, to work make-up time under which the employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

Provided that for the purpose of this clause, where an employee's ordinary hours of work within the spread of hours 6.00am and 6.00pm have been fewer than thirty-eight in any week, hours worked outside that spread shall be deemed to be part of the employee's ordinary hours of work.

23.2 Ordinary hours of work – shift workers

- a. The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per four week period, and will be worked either:
 - i. in a period of 28 calendar days of not more than 20 work days in a roster cycle;
 - ii. 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).
- c. Shifts lengths will be a maximum of eight (8) hours on day shift or ten (10) hours on a night shift for Aged Care Employees.
- c. Shift lengths will be a maximum of eight (8) hours in any one day for Enrolled Nurses or Registered Nurses.
- d. Notwithstanding 23.2a above, by agreement between the employer and a majority of the employees in a particular ward or work area, the ordinary hours of work for night shift employees that are Enrolled Nurses and Registered Nurses, may be extended to ten per day, to be paid at the appropriate shift rate.
- e. Notwithstanding 23.2a above, by agreement in writing between an employer and an employee the employee's ordinary hours of work may be extended to a maximum of twelve (12) hours per day.

Provided that such an agreement may be discontinued by either the employer or the employee giving fourteen (14) days written notice.

Provided further that no employee or prospective employee shall be required by the employer to work under the terms of this sub clause as a condition of employment except by agreement between the employer and employee.

- e. Subject to this clause shift workers shall by mutual agreement work at such times as required by the employer.
- f. **Make up Time**
Registered Nurses or Enrolled Nurses may elect, with the agreement of the employer, to work make-up time under which the employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

23.3 Span of hours

- a. The ordinary hours of work for a day worker will be worked between 6.00am and 6.00pm Monday to Friday.
- b. The span of hours in 22.3a may, by agreement between the employer and majority of employees concerned, be altered for all employees, or a section of employees as long as the span remains at twelve hours.

23.4 Rest Breaks between rostered work

- a. Unless agreed otherwise an employee shall not be required to start a shift unless there has been a break of at least nine (9) hours since the employee's previous shift finished for a Registered Nurse or Enrolled Nurse and at least (10) hours for employee's classified in this Agreement that are Aged Care Employees.
- b. By mutual agreement the ten (10) hour break for employee's classified in this Agreement as Aged Care Employees may be reduced to eight (8) hours.

23.5 Handover for Enrolled Nurses and Registered Nurses

- a. Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in and twenty four hour period is to be paid for handover
Provided that if handovers are completed in less than 45 minutes only the time actually worked will be paid for.
Provided further that if handovers exceed 45 minutes no additional payment shall be made,
- c. Handover time is to be paid at the rate applying to the shift worked by the employee except that overtime rates will not apply.

23.6 Daylight Savings

At the changeover of time consequent upon daylight savings in each year

- a. Employees shall be paid for actual time worked.
- b. Employees paid in accordance with 23.6a are not entitled to payment for the one hour lost.

23.7 Rostered days off

- a. Aged Care 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 or eight full days in each 28 day cycle. Where practicable, days off will be consecutive
- b. Clause 23.7a may be altered where arrangements are made by agreement between the employer and employee(s) concerned.
- c. Enrolled Nurses and Registered Nurses rosters will have provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the employer and the employee(s) concerned.

23.8 Accumulation and taking of accrued days off (ADOs)

- a. This clause will only apply to full-time Aged Care Employees.

- b. Where an employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set out in clause 23.1 and 23.2, ADOs will be taken within 3 months of the date on which the first full ADO accrued.
- c. Where an employee's employment terminates for any reason, accumulated ADOs will be paid to the employee at ordinary rates.
- d. The taking of an employee's ADO will be determined, by mutual agreement between the employee and the employer, having regard to the needs of the place of employment or sections thereof. Such ADO will, where practicable, be consecutive with the rostered days off prescribed in clause 23.7 above. ADOs will not be rostered on public holidays.

23.9 Rosters

- a. The ordinary hours of work for each employee will be displayed on a roster in a place conveniently accessible to employees. Such roster will be displayed at least two weeks prior to the commencing date of the first working period in any roster subject to clause 23.9b below.
- b. It is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- c. Seven days' notice will be given of a change in a roster for an Aged Care Employee. However, a roster may be altered at any time to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or in an emergency.
- d. 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 off in that fortnight, as the case may be.
- e. Where practicable, ADOs will be displayed on the roster.
- f. Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- g. Enrolled Nurses and Registered Nurses only
 - i. Rotation
Make provision for rotation unless all of the employees concerned desire otherwise; and
 - ii. Number of Shifts
Not roster an Enrolled Nurse or Registered Nurse for more than eight shifts in any nine consecutive days; and
 - iii. Accrued Days Off
Stipulate a twenty eight day roster period which, for full time employees, is to include an accrued day of in addition to eight rostered days off; and
 - iv. Changes to roster
Not to be changed without a minimum of four week notice
Provided that by agreement between the employer and employee(s) concerned changes to rosters may occur without the four weeks' notice specified in 23.9iv above.
Provided further that an individual employees place on a roster shall not be changed except within a week's notice of such change, or payment of the relevant overtime rate.

23.10 Minimum engagements

- a. Full-time employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.
Provided that these provisions may be varied by agreement between the employer and the employee.
- b. Permanent part-time and casual employees will receive a minimum payment of two hours for each engagement.
Provided that these provisions may be varied by agreement between the employer and the employee.
- c. Subject to clause 23.11, except for meal breaks, the hours of work on any day will be continuous.

23.11 Broken shifts

- a. This clause applies to Aged Care Employee's
 - i. Broken shift for the purposes of this clause means a shift worked by a casual or permanent part-time employee that includes breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
 - ii. A broken shift may be worked where there is mutual agreement between the employer and employee to work the broken shift.
 - iii. Payment for a broken shift will be at ordinary pay with penalty rates and shift allowances in accordance with clause 26 and clause 28, with shift allowances being determined by the commencing time of the broken shift.
 - iv. All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
 - v. An employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.
 - vi. Each portion of the shift must meet the minimum engagement requirements in clause 23.10.

23.12 Sleepovers

Aged Care 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.

The following conditions will apply to each night of sleepover:

- a. The span for a sleepover will be not less than eight hours and not more than 10 hours on any one night.
- b. Employees will be provided with free board and lodging for each night on which they are required to sleepover.
- c. Employees will be provided with a separate room with a bed and use of staff facilities or client facilities where applicable.
- d. In addition to the provision of free board and lodging for sleepovers, the employee will be entitled to a sleepover allowance of 5.2% of the standard rate for each night on which they sleep over.
- e. 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.
- f. 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 23.12d.
- g. 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 23.12j will apply.
 - h. 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.
 - i. No employee will be required to sleepover during any part of their rostered days off or ADOs.
 - j. 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.
 - k. 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.
 - l. Nothing in clause 23.12 will preclude the employer from rostering an employee to work shift work instead of undertaking sleepovers.

23.13 Cancellation of shifts for casual Enrolled Nurses and Registered Nurses

- a. Where an employer has engaged a casual employee in accordance with this clause the employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time in the case of a day shift, and up to six hours before the scheduled commencing time of either an afternoon or night shift.
Provided that if the minimum notice of cancellation of the engagement in 23.13a above is not given the employee is to be paid three hours pay.
- b. A casual employee whose engagement is cancelled without the minimum notice specified in 23.13a above and who has incurred child care fees shall, upon providing the employer with documentary proof of the expenditure so incurred, be reimbursed in full.
Provided that a claim for reimbursement must be made to the employer no later than four weeks from the date the expenditure was incurred.

23.14 Registered Nurse Ratio

The minimum number of full time equivalent Registered Nurses at Level 2 is to be 25% of the registered nurse full time equivalent positions.

Provided that positions at Level 4 and above shall not be taken into account for the purpose of calculating the ratio.

24 Saturday and Sunday work

24.1 Saturday and Sunday work for Aged Care Employees

- a. Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half, and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of time and three quarters.
- b. A casual employee who works on a weekend will be paid the following rates:

- i. between midnight Friday and midnight Saturday – 175% of the ordinary hourly rate; and
- ii. between midnight Saturday and midnight Sunday – 200% of the ordinary hourly rate.
- c. The rates prescribed in clause 24.1 will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4.

24.2 Saturday and Sunday work for Enrolled Nurses and Registered Nurses

- a. Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid at the rate of 150% of the ordinary hourly rate if the major portion of the shift falls on a Saturday and at the rate of 200% of the ordinary hourly rate if the major portion of the shift falls on a Sunday.
- b. A casual employee that is an Enrolled Nurse or Registered Nurse, who works on a weekend will be paid the following rates:
 - i. if the major portion of the shift falls on a Saturday – 150% of the hourly rate inclusive of the casual loading ; and
 - ii. if the major portion of the shift falls on a Sunday– 200% of the hourly rate inclusive of the casual loading.

24.3 These extra rates will be in substitution for and not cumulative upon the shift allowances outlined in clause 28.

25. Breaks and meals provided

25.1 Meal Breaks for Aged Care Employees

- a. Each 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 duration, to be taken at a mutually agreed time after commencing work.
- b. Where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for 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.

25.2 Tea breaks for Aged Care Employees

- a. Each employee will be entitled to two paid 10 minute tea breaks in each 7.6 hour shift at a time agreed between the employer and employee.
- b. Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute tea break in each four hours worked.
- c. Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- d. Tea breaks will count as time worked.

25.3 Meal breaks for Enrolled Nurses and Registered Nurses

- a. Each employee who works in excess of four hours will be entitled to a meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.
- b. The meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.
Provided that notwithstanding this clause agreement may be reached between the employer and the employee(s) for different arrangements to allow for special circumstances.
- d. Subject to existing customs and practices a day worker who is directed to work during their usual meal break shall, for all work performed during such period and until a meal break is

- allowed, be paid at the rate of time and one half of their ordinary hourly rate.
- e. Where employees are interrupted during their meal break by a call to duty, such meal break shall be counted as time worked and the employees shall be allowed a meal break as soon as practicable during the remainder of their ordinary working hours.
Provided that the circumstances in which an employee is called to duty during a meal break shall be in an emergency situation or any other circumstances where the work required cannot wait until after the meal break has been completed.
 - f. Unless the period of overtime is one and a half hours or less, an employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at ordinary hourly rates.
Provided that an employer and an employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no employee shall be required to work more than five hours without a break for a meal.
 - g. An employee required to work for more than two hours without being notified the previous day or earlier of the requirement to work overtime shall be supplied with a meal by the employer.
 - h. Subject to 25.3i, meal breaks are unpaid.
 - i. Meal breaks are paid:
 - a. In circumstances where there is only one Nurse on duty.
 - b. When an employee is required to remain at the workplace and may be called upon to return to work during a meal break, in which circumstances the meal break is to be paid.
Provided that where the meal break is paid the overtime provisions in clause 25.3 relating to work performed during meal breaks does not apply.

25.4 Tea Breaks for Enrolled Nurses and Registered Nurses

- a. Each employee will be entitled to a paid 10 minute tea break in each four hours worked at a time to be agreed between the employee and employer.
- b. Subject to agreement between the employer and employee, such breaks may alternatively be taken as one 20 minute tea break.
- c. Tea breaks will count as time worked.

25.5 Charges for meals provided by the employer

The maximum amount that will be charged or deducted where employees receive a meal from their employer will be:

	1/7/21	1/7/22	1/7/23
Breakfast, Lunch or Evening Meal – Main Meal	\$7.00	\$8.00	\$9.00
Lunch or Evening Meal – Dessert	\$3.50	\$4.00	\$4.50
Lunch or Evening Meal – Main Meal and Dessert	\$10.50	\$12.00	\$13.50

Provided that where a meal is provided as above, no extra charge applies for beverages (i.e. tea or coffee), toast, bread, butter or condiments.

26. Overtime for Aged Care Employees

26.1 Time worked by a part time or full time employee, in excess of 38 hours per week or 76 hours per fortnight

- a. Monday to Friday, payment will be made at the rate of 150% of the ordinary hourly rate (plus any higher duties or post graduate allowance payable) for the first two hours and 200% thereafter.
- b. Saturday and Sunday, payment will be made at the rate of 200% of the ordinary hourly rate (plus any higher duties or post graduate allowance payable).
- c. Public Holidays, payment will be made at the rate of 250% of the ordinary hourly rate (plus any higher duties or post graduate allowance payable).

26.2 For all time worked by a part time employee which exceeds ten (10) hours per day

- a. Monday to Saturday, payment will be made at the rate of 150% of the ordinary hourly rate (plus any higher duties or post graduate allowance payable) for the first two hours and 200% thereafter.
- b. Sunday, payment will be made at the rate of 200% of the ordinary hourly rate (plus any higher duties or post graduate allowance payable).
- c. Public Holidays, payment will be made at the rate of 250% of the ordinary hourly rate (plus any higher duties or post graduate allowance payable).

26.3 All time worked in excess of a part-time employee's rostered hours on any one day, unless an agreement has been entered into under clause 10.3d, will be overtime and paid at the rates prescribed by clause 26.1 and 26.2.

26.4 For all time worked by a casual employee in excess of 38 hours per week or 76 hours per fortnight

- a. Monday to Friday, payment will be made at the rate of 187.5% of the ordinary hourly rate for the first two hours and 250% of the ordinary hourly rate thereafter.
- b. Saturday and Sunday, payment will be made at 250% of the ordinary hourly rate.
- c. Public holidays, payment will be made at 312.5% of the ordinary hourly rate.

26.5 For all time worked by a casual employee which exceeds ten hours per day

- a. Monday to Saturday, payment will be made at the rate of 187.5% of the ordinary hourly rate for the first two hours and 250% of the ordinary hourly thereafter.
- b. Sunday, payment will be made at the rate of 250% of the ordinary hourly rate.
- c. Public Holidays, payment will be made at the rate of 312.50% of the ordinary hourly rate.

26.6 The overtime rate for casual employees is calculated by adding the casual loading prescribed by clause 10.4 to the ordinary hourly rate before applying the overtime rates for full-time and part-time employees prescribed by clauses 26.1 and 26.2.

26.7 Overtimes rate in clause 26 will be in substitution for, and not cumulative upon, the shift premiums prescribes in clause 28.

26.8 Overtime is not to be worked without prior approval of the employer.

26.9 Rest period after overtime

- a. An employee, other than a Casual, who works so much overtime 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 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 rostered ordinary hours occurring during such absence.
- b. If on the instructions of the employer, such an employee resumes or continues work without having had 10 consecutive hours off duty, they will be paid at the rate of 200% of the hourly rate until they are released from duty for such rest period and they will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

26.10 Recall to work overtime

An employee recalled to work overtime after leaving the employer's premises will be paid for a minimum of four hours' work at the appropriate rate for each time so recalled. If the work required is completed in less than four hours, the employee will be released from duty.

26.11 Rest break during overtime

- a. An employee recalled to work overtime after leaving the employer's premises and who is required to work for more than four hours will be allowed 20 minutes for the partaking of a meal and a further 20 minutes after each subsequent four hours overtime; all such time will be counted as time worked.
- b. The meals referred to in clause 26.11a will be allowed to the employee free of charge. Where the facility is unable to provide such meals, a meal allowance, as prescribed in clause 15.3 will be paid to the employee.

26.12 Time off instead of payment for overtime

- a. An employee and employer may agree in writing to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee.
- b. Any amount of overtime that has been worked by an employee in a particular pay period and that is to be taken as time off instead of the employee being paid for it must be the subject of a separate agreement under clause 26.12.
- c. An agreement must state each of the following:
 - i. the number of overtime hours to which it applies and when those hours were worked;
 - ii. that the employer and employee agree that the employee may take time off instead of being paid for the overtime;
 - iii. that, if the employee requests at any time, the employer must pay the employee, for overtime covered by the agreement but not taken as time off, at the overtime rate applicable to the overtime when worked;
 - iv. that any payment mentioned in subparagraph ciii must be made in the next pay period following the request.
- d. The period of time off that an employee is entitled to take is the same as the number of overtime hours worked.

Example: By making an agreement under clause 26.12 an employee who worked 2 overtime hours is entitled to 2 hours' time off.
- e. Time off must be taken:
 - i. within the period of 6 months after the overtime is worked; and
 - ii. at a time or times within that period of 6 months agreed by the employee and employer.
- f. If the employee requests at any time, to be paid for overtime covered by an agreement under clause 26.12 but not taken as time off, the employer must pay the employee for the overtime, in the next pay period following the request, at the overtime rate applicable to the overtime when worked.
- g. If time off for overtime that has been worked is not taken within the period of 6 months mentioned in paragraph 26.12e, the employer must pay the employee for the overtime, in the next pay period following those 6 months, at the overtime rate applicable to the overtime when worked.
- h. The employer must keep a copy of any agreement under clause 26.12 as an employee record.
- i. An employer must not exert undue influence or undue pressure on an employee in relation to a decision by the employee to make, or not make, an agreement to take time off instead of payment for overtime.
- j. An employee may, under section 65 of the Act, request to take time off, at a time or times specified in the request or to be subsequently agreed by the employer and the employee, instead of being paid for overtime worked by the employee. If the employer agrees to the request then clause 26.12 will apply, including the requirement for separate written agreements under paragraph 26.12b for overtime that has been worked.

Note: If an employee makes a request under section 65 of the Act for a change in working arrangements, the employer may only refuse that request on reasonable business grounds (see section 65(5) of the Act).
- k. If, on the termination of the employee's employment, time off for overtime worked by the employee to which clause 26.12 applies has not been taken, the employer must pay the employee for the overtime at the overtime rate applicable to the overtime when worked.

Note: Under section 345(1) of the Act, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 26.12.

27. Overtime for Enrolled Nurses and Registered Nurses

27.1 Requirement to work reasonable overtime

- a. Subject to 27.1b below an employer may require an employee to work reasonable overtime at the overtime rates specified in this Agreement.
- b. An employee may decline to work overtime if it would result in the employee working hours which are unreasonable having regard to:
 - i. Any risk to the employee's health and safety;
 - ii. The employee's personal circumstances including family responsibilities;
 - iii. The needs of the employer;
 - iv. The notice (if any) given by the employer of the requirement to work overtime and by the employee of his or her intention to refuse it; and
 - v. Any other relevant matter.
- c. Overtime is not to be worked without the prior approval of the employer.

27.2 Time worked by a part time or full time day worker outside the ordinary hours of a day worker

- a. Monday to Saturday, payment will be made at the rate of 150% of the ordinary hourly rate for the first two hours and 200% thereafter.
- b. Sunday, payment will be made at the rate of 200% of the ordinary hourly rate.
- c. Public Holidays, payment will be made at the rate of 200% of the ordinary hourly rate.

Provided that an employee who is regularly required to work on public holidays may by agreement with the employer, in addition to any paid time off in lieu granted by the employer, be paid at the rate of time and one half of the ordinary hourly rate for the first eight hours worked during the employee's spread of hours, and thereafter at the overtime rates specified above.

Provided further that payment for overtime must not in the aggregate exceed the equivalent of double time and a half of an employee's ordinary hourly rate.

27.3 Time worked by a shift worker outside the ordinary hours of their shift or in excess of 76 hours per fortnight or 152 hours in a 28 day period

- a. 200% of the ordinary hourly rate, provided a minimum of eight ordinary hours has been worked on that day.

Provided that this payment shall not apply in circumstances where arrangements approved by the employer have been made between the employees themselves, or due to rotation of shifts.
- b. In circumstances where the employer is given less than four hours' notice that an employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designated time, the unrelieved worker is to be paid at the rate of time and one half for the additional time worked until four hours has elapsed from the time notice was given to the employer.

Provided that for all time worked in excess of that four hour period the unrelieved shift worker is to be paid at the rate of double time.

Provided further that in all other circumstances an unrelieved shift worker is to be paid at the rate of double time until relieved.

27.4 Part time shift worker and additional hours

All time worked in excess of a part time shift workers rostered hours on any one day, unless an employee works by choice or mutual agreement will be overtime and paid at the rate prescribed in clause 27.3.

Provided that when a part time shift worker, works additional hours by choice or mutual agreement, outside rostered hours, those hours will not be subject to overtime rates, provided that any time worked in excess of eight hours per day be paid at double time, subject to clause 23.2.

27.5 Overtime for casual employees

In the case of an employee in receipt of a casual loading in lieu of personal leave, annual leave and public holidays, the period of overtime shall be paid at the rate of double time of the ordinary hourly rate. To further clarify the casual loading shall not be taken into account when calculating overtime payments.

27.6 Overtimes rate in clause 27 will be in substitution for, and not cumulative upon, the shift premiums prescribes in clause 24 and 28.

27.8 Rest period after overtime

- a. When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least 8 consecutive hours off duty between the work of successive days or shifts, including overtime.
- b. An employee, other than a casual employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day that they have not had, at least eight consecutive hours off duty between those times, will be released after completion of such overtime, until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
- c. If on the instruction of the employer, such an employee resumes or continues work without having had eight consecutive hours off duty, they will be paid at the rate of 200% of the ordinary hourly rate until they are released from duty. The employee will then be entitled to be absent until they have had eight consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

27.9 Time off instead of payment for overtime

- a. An employee and employer may agree to the employee taking time off instead of being paid for a particular amount of overtime that has been worked by the employee. Such an agreement may be discontinued at the request of either the employee or the employer.
- b. The period of time off that an employee is entitled to take is at the overtime equivalent.
- c. If time off for overtime that has been worked has not been taken within four weeks of its accrual the employer will, if so requested by an employee, pay the employee the overtime rates that would have applied if the employee had not elected to take time off for overtime instead of being paid.

28. Afternoon and night shift

28.1 Shift allowances and penalty rates for Aged Care Employees

Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary rate for such shift.

- a. Afternoon shift commencing at 10.00 am and before 4.00 pm, 15% of the ordinary hourly rate
- b. Night shift commencing at 4.00 pm and before 6.00 am, 17.5% of the ordinary hourly rate

Provided that employees who work less than 38 hours per week will only be entitled to the additional rates where their shift commence prior to 6.00 am or finish subsequent to 6.00 pm.

28.2 Shift allowances and penalty rates for Enrolled Nurses and Registered Nurses

Employees working afternoon or night shift will be paid the following percentages in addition to the ordinary hourly rate for such shift.

- a. Afternoon shift finishing between 6.00pm and 12.00am, 15% of the ordinary hourly rate
- b. Night shift means a shift that is not a day or afternoon shift, 17.5% of the ordinary hourly rate.
Subject to a day shift being worked between 6.00am and 6.00pm.
- c. A shift worker who:
 - i. During a period of engagement on shift, works night shift only; or
 - ii. Works on night shift for a period in excess of four consecutive weeks; or
 - iii. Works on a night shift which does not rotate or alternate with another shift or with any work so as to give the employee at least one third of working time off night shift in each shift cycle.

Shall for such engagement, period or cycle be paid 30% more than the employee's ordinary hourly rate for all time worked during ordinary working hours.

28.3 An employee entitled to a shift allowance under clause 28.1 and 28.2, will be paid the shift allowance for the entire shift.

29. On call arrangement for Enrolled Nurses and Registered Nurses

29.1 Call back

- a. An employee recalled to work overtime after finishing their normal day's work, whether notified before or after leaving the workplace, is to be paid overtime, at the ordinary hourly rate, as follows:
 - i. For the first recall a minimum payment of four hours; and
 - ii. for any subsequent recall a minimum payment of three hours.
- b. Time reasonably spent in getting to and from work is to be regarded as time worked.
- c. Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

29.2 Close call

- a. For the purposes of this clause close call means an employee being required to be on call for duty and not allowed to leave the workplace.
- b. Employee may be required by the employer to remain on close call.
- c. An employee required to remain on close call shall:
 - i. If not required to commence work be paid a minimum payment equivalent to six hours at the employee's ordinary hourly rate; or
 - ii. If required to commence work be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in 29.1a above.

29.3 Remote call

- a. For the purpose of this clause remote call means an employee rostered to be available for call in to the workplace and to receive phone calls but allowed to leave the workplace.
- b. An employee rostered to remain on remote call is to be paid one hours pay at the ordinary hourly rate for shift when so rostered.
- c. An employee rostered to be on remote call who is called in to the workplace is to be paid overtime at the ordinary hourly rate, as follows, in addition to the allowance specified in 29.3b:
 - i. For the remote call in a minimum payment of four hours; and
 - ii. for any subsequent remote call is a minimum payment of three hours.
- d. If an employer rostered to remain on remote call receives a phone call to give advice only and there is no requirement for the employee to attend the workplace they are paid for the phone call as per clause 29.4c.

29.4 Telephone advice allowance

- a. For the purposes of this clause the telephone advice allowance is payable when an employee required to be available to give advice by telephone in relation to the service operated by the employer.
- b. An employee required to be available to provide telephone advice is to be paid an allowance of \$3.00 per hour for each hour the employee is required to be so available. If an employee is on remote call per clause 29.3 this payment is not applicable.
- c. If an employee required to be available to provide telephone advice is required to do so they will be paid for phone calls in 15 minute blocks at the ordinary (base) hourly rate.

30. Higher duties

- 30.1 An Aged Care 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. a full day or shift where the time so worked exceeds two hours.
- 30.2 An Enrolled Nurse or a Registered Nurse who, for a period of five or more consecutive working days, performs the duties of a position higher than those of the employee's normal position will be paid the relevant rate prescribed for the higher position for all time worked.

31. Professional development

- 31.1 All parties to this Agreement will actively encourage and facilitate professional development, this includes supporting Enrolled Nurses and Registered Nurses maintaining registration with AHPRA.
- 31.2 Employees will be paid for all time associated with the completion of employer mandated training obligations.

32. Uniforms

Adequate uniforms are to be provided free of cost to all employees who are required by the employer to wear uniforms.

33. Enrolled Nurses and Registered Nurses in home care

The employer will ensure that at all times, when an Enrolled Nurse or Registered Nurse is working in home care is off-site, they will have appropriate means of communication, such as a mobile telephone or other technological means of communication. The intention is to ensure that the employees can make necessary communications in the case of an emergency.

34. Notice board

The employer is to permit a noticeboard to be erected in the workplace(s) for reasonable use by employees and their representatives

35. Requests for flexible working arrangements

35.1 Employee may request change in working arrangements

Clause 35 applies where an employee has made a request for a change in working arrangements under s.65 of the [Act](#).

Note 1: Section 65 of the [Act](#) provides for certain employees to request a change in their working arrangements because of their circumstances, as set out in s.65 (1A).

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

Note 3: clause 35 is an addition to s.65.

35.2 Responding to the request

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

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

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

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

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

Clause 35.3 applies if the employer refuses the request and has not reached an agreement with the employee under clause 35.2.

- a. The written response under s.65 (4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- b. If the employer and employee could not agree on a change in working arrangements under clause 27.4, the written response under s.65(4) must:
 - i. state whether or not there are any changes in working arrangements that the employer can offer the employee so as to better accommodate the employee's circumstances; and
 - ii. if the employer can offer the employee such changes in working arrangements, set out those changes in working arrangements.

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

If the employer and the employee reached an agreement under clause 35.2 on a change in working arrangements that differs from that initially requested by the employee, the employer must provide the employee with a written response to their request setting out the agreed change(s) in working arrangements.

35.6 Dispute resolution

Disputes about whether the employer has discussed the request with the employee and responded to the request in the way required by clause 35.2 to 35.4, can be dealt with under clause 9.

Part Six - Leave and public holidays

36. Annual leave

36.1 Annual leave entitlements

- a. Day Workers
Full time day workers are entitled to four weeks (or 152 hours) annual leave. This entitlement applies to part time day workers on a pro rata basis.
- b. Shift Workers
 - i. Full time shift workers are entitled to five weeks (or 190 hours) annual leave. This entitlement applies to part time shift workers on a pro rata basis.
 - ii. For the purposes of the NES a shift worker is defined in clause 3.1.
- c. The entitlements in 36.1a and 36.1b accrue progressively.
- e. Casual employees are not entitled to annual leave or annual leave loading.

36.2 Annual leave loading

- a. In addition to their ordinary pay a day worker, will be paid annual leave loading of 17.5 % of their ordinary hourly rate of pay

- b. Shift workers, in addition to their ordinary hourly rate, will be paid the higher of:
 - i. annual leave loading of 17.5% of their ordinary hourly rate; or
 - ii. the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.
- c. For an Enrolled Nurse or Registered Nurse the ordinary hourly rate in 36.2a and 36.2b is to include any higher duties allowance or post graduate allowance to which the employee is entitled.
- d. For Enrolled Nurses and Registered Nurses the maximum period for which annual leave loading is payable is:
 - i. For day workers a maximum period in any one leave year of four weeks annual leave
 - ii. For shift workers a maximum period in any one leave year of five weeks annual leave

36.3 Annual leave may be taken in more than one period

- a. Annual Leave may be applied for in any combination of periods agreed between the employer and employer.
- b. Employees shall not be required to take Annual Leave during any period of shutdown except by mutual consent

36.4 Annual leave exclusive of Public Holidays for Enrolled Nurses and Registered Nurses

- a. Annual leave taken shall be exclusive of public holidays
- b. A part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the employee his rostered back to work.

36.5 Annual leave exclusive of other periods of leave

If the period during which an employee takes paid annual leave includes a period of personal leave (including carer's leave), compassionate leave or community services leave, the employee is taken not to be on paid annual leave for the period of that other leave or absence.

36.6 Time of taking annual leave

Annual leave is to be taken at a mutually agreeable time between the employer and employee and after not less than four weeks' notice between both parties.

36.7 Taking annual leave in advance

- a. An employer and employee may agree in writing to the employee taking a period of paid annual leave before the employee has accrued an entitlement to the leave.
- b. An agreement must:
 - i. state the amount of leave to be taken in advance and the date on which the leave is to be commence; and
 - ii. be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- c. The employer must keep a copy of any agreement under clause 36.7 as an employee record.
- d. If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 36.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued.

36.8 Payment for annual leave in advance for Enrolled Nurses and Registered Nurses

- a. When an Enrolled Nurse and Registered Nurse has complied with clause 36.6:
 - i. the total amount of annual leave in advance, they will be paid the total number of hours the employee has accrued up to the date of the commencement of the annual leave; and

- ii. Payment for annual leave and annual leave loading in advance (if requested) will be made in the last ordinary pay period prior to the commencement of the annual leave.

36.9 Annual leave on termination for Enrolled Nurses and Registered Nurses

If, when the employment of an Enrolled Nurse or Registered Nurse ends, the employee has a period of untaken paid annual leave, the employer must pay the employee the amount that would have been payable to the employee had the employee taken that period of annual leave and subject to clause 36.3, include any annual leave loading that would have been payable

36.10 Cashing out of annual leave

- a. Paid annual leave must not be cashed out except in accordance with an agreement under clause 36.10.
- b. Each cashing out of a particular amount of paid annual leave must be the subject of a separate agreement under clause 36.10.
- c. An employer and an employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the employee.
- d. An agreement under clause 36.10 must state:
 - i. the amount of leave to be cashed out and the payment to be made to the employee for it; and
 - ii. the date on which the payment is to be made.
- e. An agreement under clause 36.10 must be signed by the employer and employee and, if the employee is under 18 years of age, by the employee's parent or guardian.
- f. The payment must not be less than the amount that would have been payable had the employee taken the leave at the time the payment is made.
- g. An agreement must not result in the employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.
- h. The maximum amount of accrued paid annual leave that may be cashed out in any period of 12 months is 2 weeks.
- i. The employer must keep a copy of any agreement under clause 36.10 as an employee record.

Note 1: Under section 344 of the *Fair Work Act 2009*, an employer must not exert undue influence or undue pressure on an employee to make, or not make, an agreement under clause 36.10.

Note 2: Under section 345(1) of the *Fair Work Act 2009*, a person must not knowingly or recklessly make a false or misleading representation about the workplace rights of another person under clause 36.10.

36.11 Excessive leave accruals: general provision

Note: Clauses 36.11 to 36.13 contain provisions, additional to the National Employment Standards, about the taking of paid annual leave as a way of dealing with the accrual of excessive paid annual leave. See Part 2.2, Division 6 of the *Fair Work Act 2009*.

- a. An Aged Care Employee has an excessive leave accrual if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shift worker, as defined by clause 3).
- b. An Enrolled Nurse or Registered Nurse has an excessive leave accrual if the employee has accrued more than 10 weeks' paid annual leave (or 12 weeks' paid annual leave for a shift worker, as defined by clause 3).
- c. If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.
- d. Clause 36.12 sets out how an employer may direct an employee who has an excessive leave accrual to take paid annual leave.
- e. Clause 36.13 sets out how an employee who has an excessive leave accrual may require an employer to grant paid annual leave requested by the employee.

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

- a. If an employer has genuinely tried to reach agreement with an employee under clause 36.11c but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- b. However, a direction by the employer under paragraph a:
 - i. is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than six weeks when any other paid annual leave arrangements (whether made under clause 36.11, 36.12 or 36.13 or otherwise agreed by the employer and employee) are taken into account; and
 - ii. must not require the employee to take any period of paid annual leave of less than one week; and
 - iii. must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
 - iv. must not be inconsistent with any leave arrangement agreed by the employer and employee.
- c. The employee must take paid annual leave in accordance with a direction under paragraph a that is in effect.
- d. An employee to whom a direction has been given under paragraph a may request to take a period of paid annual leave as if the direction had not been given.

Note 1: Paid annual leave arising from a request mentioned in paragraph d may result in the direction ceasing to have effect. See clause 36.12bi.

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

36.13 Excessive leave accruals: request by employee for leave

- a. If an employee has genuinely tried to reach agreement with an employer under clause 36.11c but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.
- b. However, an employee may only give a notice to the employer under paragraph a if:
 - i. the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
 - ii. the employee has not been given a direction under clause 36.12a that, when any other paid annual leave arrangements (whether made under clause 36.11, 36.12 or 36.13 or otherwise agreed by the employer and employee) are taken into account, would eliminate the employee's excessive leave accrual.
- c. A notice given by an employee under paragraph a must not:
 - i. if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements (whether made under clause 36.11, 36.12 or 36.13 or otherwise agreed by the employer and employee) are taken into account; or
 - ii. provide for the employee to take any period of paid annual leave of less than one week; or
 - iii. provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
 - iv. be inconsistent with any leave arrangement agreed by the employer and employee.
- d. An employee is not entitled to request by a notice under paragraph a more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shift worker, as defined by clause 3 in any period of 12 months).
- e. The employer must grant paid annual leave requested by a notice under paragraph a.

37. Public holidays

37.1 Public holidays are provided for in the NES and the *Statutory Holidays Act 2000*. This clause contains additional provisions.

37.2 Payment for working on a public holiday for Aged Care Employees

- a. Full time and part time day workers and shift workers
 - i. An employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
 - ii. An employee will for work performed on a public holiday, elect to receive one of the following:
 - A payment at 250% of the ordinary hourly rate for hours worked; or
 - B have the same number of hours worked added to their annual leave.
 - iii. The election in clause 37.2 b ii 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.
 - iv. An employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
 - v. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- b. **Casual employees**
 - i. A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked.
 - ii. The rates prescribed in clause 37.2 d i will be in substitution for and not cumulative upon the casual loading prescribed in clause 10.4 and weekend rates prescribed in clause 24.
 - iii. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

37.3 Payment for working on a public holiday for Enrolled Nurses and Registered Nurses.

- a. Full time and part time day workers and shift workers
 - i. An employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
 - ii. An employee will for work performed on a public holiday, elect to receive one of the following:
 - A payment at 200% of the ordinary hourly rate for hours worked; or
 - B have the same number of hours worked added to their annual leave.
 - iii. The election in clause 37.3 b ii 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.
 - iv. An employee who is rostered off on a public holiday they would ordinarily work will be paid their ordinary pay for that day.
 - v. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
 - vi. Time worked by a shift worker on a shift commencing before midnight on a day preceding a Public Holiday and extending into such Public Holiday the time worked before midnight shall be regarded as time work on such Public Holiday.
- b. **Casual employees**
 - i. A casual employee will be paid only for those public holidays they work at 250% of the ordinary hourly rate.

Note: The loading payable to the casual employee has been taken onto account before calculating the penalty rate.

- ii. The rates prescribed in clause 37.3bi will be in substitution for and not cumulative upon the Saturday and Sunday shift allowances outlined in clause 24.
- i. Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

38. Personal leave (including carer's leave)

38.1 Purpose of Personal Leave

To enable a part time or full time employee to be absent from the workplace as a result of:

- a. Personal illness (including injury); or
- b. Caring responsibilities for an immediate family or household member who is ill or injured; or
- c. Due to an unexpected emergency affecting the member and that person requires the employees care or support; or
- d. To attend to events as a consequence of the employee being the subject of family or domestic violence as defined in clause 43.1a.

38.2 Paid Personal Leave (including carer's leave) Entitlements

- a. Full time Aged Care Employees are entitled to two weeks (or 76 hours) personal leave. This entitlement applies to part time Aged Care Employees on a pro rata basis.
- b. Full time Enrolled Nurses or Registered Nurse are entitled to four weeks (or 152 hours) personal leave. This entitlement applies to part time Enrolled Nurses and Registered Nurses on a pro rata basis.
- c. The entitlements in 38.2a and 38.2b accrue progressively over a period of continuous service.
- d. For the purpose of this clause, service shall be deemed to be continuous notwithstanding and absence from work on account of personal sickness or accident.
Provided that any absence on account of personal sickness or accident in excel if 91 days in any year shall not count towards the calculation of continuous service
- e. Casual employees are not entitled to accrue paid personal leave entitlement.

38.3 Paid Personal Leave (including carer's leave) and workers compensation

Employees are not entitled to paid personal leave for any period of absence in which they are entitled to workers compensation.

38.4 Advising the employer of Personal Leave (including carer's leave)

A full time or part time employee who is absent from work for a reason as defined in clause 38.1 is entitled to be paid personal leave at the employee's ordinary hourly rate exclusive of shift or weekend loadings or overtime if, as soon as practicable, which may be a time after the personal leave has started, informs the employer of their inability to attend for duty, and as far as practicable, the estimated duration of the absence;

38.5 Evidence Requirements

- a. An employee must, if required by the employer, give the employer evidence that would satisfy a reasonable person that leave was taken for a purpose specified in clause 38.1. The following provisions apply in this matter:
 - i. An employee may take up to three single day absences in a leave year period without the necessity to provide a medical certificate.
 - ii. An employee may take up to three single day absence in a leave year period where they provide a Statutory Declaration, including one period of two consecutive days.
 - iii. If an employee is absent on personal leave on the day immediately before or after an accrued day off the employee must provide a medical certificate from a registered health practitioner.

- iv. Subject to clause 38.4ai and 38.4aiaii an employee is required to provide a medical certificate from a registered health professional for all other absences from work for a reason as defined in clause 38.1

38.6 Payment of Personal Leave (including Carer's Leave)

Paid Personal Leave is at the employee's ordinary hourly rate exclusive of shift or weekend loadings or overtime.

38.7 Unpaid Carers Leave

Subject to clause 38.1 b and 38.1c, an employee is entitled to two days unpaid carer's leave each time an immediate family member or household member of the employee needs care or support because of:

- a. illness;
- b. injury; or
- c. an unexpected emergency

Full time and part time employees can only get unpaid carer's leave if they do not have any paid personal leave (including carer's leave) left.

39. Compassionate leave

39.1 Purpose of Compassionate Leave

To enable an employee to be absent from the workplace when a member of an employee's immediate family or household:

- a. dies; or
- b. contracts or develops a life-threatening illness or injury.

39.2 Compassionate Leave Entitlement

- a. Full time or part time Aged Care Employees are entitled to two days paid compassionate leave at their ordinary hourly rate, each time clause 39.1 applies.
Provided that this does not include separate entitlements such as incentive-based payments, bonuses, loadings, monetary allowances, overtime or penalty rates.
Provided further that compassionate leave cannot be cashed out.
- c. Casual Aged Care Employees are entitled to two days unpaid compassionate leave each time clause 39.1 applies.
- d. Full time or part time Enrolled Nurses or Registered Nurse are entitled to three days paid compassionate leave at their ordinary hourly rate, each time clause 39.1 applies.
Provided that this does not include separate entitlements such as incentive-based payments, bonuses, loadings, monetary allowances, overtime or penalty rates.
Provided further that compassionate leave cannot be cashed out.
- e. Casual Enrolled Nurses and Registered Nurses are entitled to three days unpaid compassionate leave each time clause 39.1 applies.
- b. Compassionate leave can be taken in:
 - i. a single continuous period; or
 - ii two separate periods; or
 - iii any periods the employee and employer agree to.
- f. An employee does not accumulate compassionate leave and it does not come out of their personal leave (including carer's leave) or annual leave balance.
- g. If an employee is already on another type of leave and needs to take compassionate leave, the employee can use compassionate leave instead of other leave.

39.3 Advising the employer of Compassionate Leave

- a. An employee taking compassionate leave must give their employer notice as soon as they can, this may be after the leave has started. The employee must tell the employer of the period, or expected period, of the leave.

- b. If the employee does not provide the requested notice they may not get compassionate leave.

39.4 Evidence Requirements

- a. An employee must, if required by the employer, give the employer evidence that would satisfy a reasonable person that compassionate leave was taken for a purpose specified in clause 39.1.
- b. If the employee does not provide the requested evidence they may not get compassionate leave.

40. Long Service Leave

The provisions of the *Long Service Leave Act 1976* (as amended) will apply to employees covered by this agreement.

41. Community service leave

Community service leave is provided for in the NES.

42. Ceremonial leave

- 42.1 An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten working days unpaid leave in any one year, with the approval of the employer.
- 42.2 Employees are required to apply for ceremonial leave a minimum of four weeks prior to the date of the ceremonial leave commencing.

43. Family and domestic violence leave

43.1 Definitions

- a. In this clause:
 - family and domestic violence** means violent, threatening or other abusive behaviour by a family member of an employee that seeks to coerce or control the employee and that causes them harm or to be fearful.
 - family member** means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee; or
 - iii. a person related to the employee according to Aboriginal or Torres Strait Islander kinship rules.
- b. A reference to a spouse or de facto partner in the definition of family member in clause 35.2a includes a former spouse or de facto partner.

43.2 Entitlement to unpaid family and domestic violence leave

A Casual employee is entitled to 5 days' unpaid leave to deal with family and domestic violence, as follows:

- a. the leave is available in full at the start of each 12 month period of the employee's employment; and
- b. the leave does not accumulate from year to year; and

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take more than five days' unpaid leave to deal with family and domestic violence.

43.3 Entitlement to paid family and domestic violence leave

A part time or full time employee is entitled to five days' paid leave to deal with family and domestic violence, as follows:

- c. the leave is available in full at the start of each 12 month period of the employee's employment; and
- d. the leave does not accumulate from year to year; and

Note: 1. A period of leave to deal with family and domestic violence may be less than a day by agreement between the employee and the employer.

2. The employer and employee may agree that the employee may take additional unpaid leave to deal with family and domestic violence.

43.4 Taking paid or unpaid leave

An employee may take unpaid leave to deal with family and domestic violence if the employee:

- a. is experiencing family and domestic violence; and
- b. needs to do something to deal with the impact of the family and domestic violence and it is impractical for the employee to do that thing outside their ordinary hours of work.

Note: The reasons for which an employee may take leave include making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.

43.5 Service and continuity

The time an employee is on unpaid leave to deal with family and domestic violence does not count as service but does not break the employee's continuity of service.

43.6 Notice and evidence requirements

- a. Notice

An employee must give their employer notice of the taking of leave by the employee under clause 43.2 and 43.3. The notice:

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

- b. Evidence

An employee who has given their employer notice of the taking of leave under clause 43 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 43.4

Note: 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.

43.7 Confidentiality

- a. Employers must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause 43.6 is treated confidentially, as far as it is reasonably practicable to do so.
- b. Nothing in clause 43 prevents an 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.

Note: Information concerning an employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the employee. Employers should consult with such employees regarding the handling of this information.

43.8 Compliance

An employee is not entitled to take leave under clause 43 unless the employee complies with clause 43.

44. Parental leave

- 44.1 Employees who have been employed for 12 months will be eligible for unpaid parental leave of up to twelve months, in accordance with the *Fair Work Act 2009*.
- 44.2 In addition to the entitlements as outlined in the Act, the employees are entitled to the following benefits:
- a. An employee classified as an Enrolled Nurse or Registered Nurse who is the primary care giver to the child and who qualifies for an entitlement to the Federal Government's paid parental leave scheme in respect to the child shall, in addition to any weekly payment paid to the employee under the National scheme, receive the following additional benefits:
 - i. For each week of paid parental leave that the employee is entitled to under the Federal Government scheme, up to a maximum 14 weeks (which is paid at the minimum wage) the employer shall make an additional payment to equate the employee's total weekly payment to their ordinary rate of pay (multiplied by the number of ordinary hours normally worked per week); and continue to make superannuation guarantee contributions based on the employee's total weekly payment and continue to accrue paid leave entitlements during the period when the employee is in receipt of the top up payment.
 - b. An eligible employee whose partner gives birth is entitled to one (1) week's paid parental leave at the ordinary hourly rate.
 - c. An eligible employee whose partner is the primary carer of a child who is placed with the employee for adoption is entitled to one (1) week's paid parental leave at the ordinary hourly rate.

Schedule One

Classification definitions

Note: Any dispute about the classification of a particular employee may be referred to the Fair Work Commission in accordance with clause 9 of this Agreement.

Aged Care Employees

Aged Care Employee—Level 1

Entry level:

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

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.

Indicative tasks performed at this level are:

General and administrative services

General clerk

Laundry hand

Cleaner

Assistant gardener

Food services

Food services assistant

Aged Care Employee—Level 2

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures;
- is responsible for work performed with a limited level of accountability or discretion;
- works under limited supervision, either individually or in a team;
- possesses sound communication skills; and
- requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services

General clerk/Typist (between 3 months' and less than 1 years' service)

Laundry hand

Cleaner

Gardener (non-trade)

Maintenance/Handyperson (unqualified)

Driver (less than 3 ton)

Food services

Food services assistant

Personal care

Personal care worker grade 1

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.

Indicative tasks performed at this level are:

General and administrative services

General clerk/Typist (second and subsequent years of service)

Receptionist

Pay clerk

Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

Food services

Cook

Personal care

Personal care worker grade 2

Recreational/Lifestyle activities officer (unqualified)

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.
- in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative tasks performed at this level are:

General and administrative services

Senior clerk

Senior receptionist

Maintenance/Handyperson (qualified)

Driver (3 ton and over)

Gardener (trade or TAFE Certificate III or above)

Food services

Senior cook (trade)

Personal care

Personal care worker grade 3

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 and/or a working knowledge of health insurance schemes (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.

Indicative tasks performed at this level are:

General and administrative services

Secretary interpreter (unqualified)

Food services

Chef

Personal care

Personal care worker grade 4

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.

Indicative tasks performed at this level are:

General and administrative services

Maintenance tradesperson (advanced)

Gardener (advanced)

Food services

Senior chef

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.

Indicative tasks performed at this level are:

General and administrative services

Clerical supervisor

Interpreter (qualified)

Gardener superintendent

General services supervisor

Food services

Chef /Food services
supervisor

Personal care

Personal care worker grade 5

Enrolled Nurses

Enrolled Nurse Medication Endorsed – Level One

- a. Level one refers to the level which an Enrolled Nurse (EN) has been appointed.
- b. An employee will be appointed based on training and experience including:
 - i. relevant practical experience in the provision of nursing care and/or services.
 - ii. the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- c. Skill Indicators:

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

 - i. speed and flexibility in accurate decision making;
 - ii. organisation of own workload and ability to set own priorities with minimal direct supervision;
 - iii. observation and assessment skills to recognise and report deviations from stable conditions across a broad range of patient and/or service needs; and/or;
 - iv. communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Enrolled Nurse Medication Endorsed – Level Two

- a. Level two refers to the level to which an EN has been appointed.
- b. An employee will be appointed based on training and experience including:
 - i. not more than one further year of practical experience in the provision of nursing care and/or services, in addition to the experience, skill and knowledge requirements specified for level one; and
 - ii. the undertaking of in-service training, subject to its provision by the employing agency, from time to time.
- c. Skill Indicators;

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

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

Registered Nurse

Registered Nurse – Level 1 (RN1)

- a. An employee at this level performs their duties:
 - i. according to their level of competence; and
 - ii under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction.
- b. An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:
 - i. delivering direct and comprehensive nursing care and individual case management to residents within the practice setting;
 - ii coordinating services, including those of other disciplines or agencies, to individual residents within the practice setting;
 - iii. providing education, counselling and group work services orientated towards the promotion of health status improvement of residents within the practice setting;
 - iv. providing support, direction and education to newer or less experienced staff, including EN's, student EN's and student nurses etc.;
 - v. accepting accountability for the employee's own standards of nursing care and service delivery; and
 - vi participating in action research and policy development within the practice setting.

Registered Nurse – Level 2 (RN) 2

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

An employee at this level may also be known as a Clinical Nurse.
- b. In addition to the duties of a RN1 an employee at this level will perform the following duties in accordance with practice setting and resident groups.
- c. Duties of a Clinical Nurse will substantially include, but are not confined to:
 - i. delivering direct and comprehensive nursing care and individual case management to a specific group of residents in a particular area of nursing practice within a practice setting;
 - ii. providing support, direction, orientation and education to RN1's, EN's, student nurses and student EN's etc.
 - iii. being responsible for planning and coordinating services relating to a particular group of residents or clients in the practice setting, as delegated by the Clinical Nurse Consultant.
 - iv. acting as a role model in the provision of holistic care to residents in the practice setting; and
 - v. assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

Registered Nurse – Level 3 (RN3)

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

In addition, an employee at this level may also be known as a Clinical Nurse Consultant, Nurse Manager or Nurse Educator.
- b. In addition to the duties of an RN2, an employee at this level will perform the following duties accordance with practice setting and resident groups.
- c. Duties of a **Clinical Nurse Consultant** will substantially include, but are not confined to:
 - i. Provide leadership and role modelling, in collaboration with others including the Nurse Manager and Nurse Educator, particularly in the areas of action research and quality assurance programs;
 - ii. Staff and resident/client education;
 - iii. Staff selection, management, development and appraisal;
 - iv. Participating in policy development and implementation;
 - v. 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;
 - vi. Delivering direct and comprehensive nursing care to a specific group of residents with complex nursing care needs, in a particular area of nursing practice within a practice setting;
 - vii. Coordinating, and ensuring the maintenance of standards of the nursing care of a specific group of residents within a practice setting; and
 - viii. Coordinating or managing nurse or multidisciplinary service teams providing acute nursing and community services.
- d. Duties of a **Nurse Manager** will substantially include, but are not confined to:
 - i. 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;
 - ii. Staff selection and education;
 - iii. Allocation and rostering of staff;
 - iv. Work health and safety;
 - v. Initiation and evaluation of research related to staff and resource management;
 - vi. Participating in policy development and implementation;
 - vii. 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);
 - viii. 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
 - ix. Managing financial matter, budget preparation and cost control in respect of nursing within that span of control.
- e. Duties of a **Nurse Educator** will substantially include, but are not confined to:
 - i. Providing leadership and role modelling in collaboration with other including the Clinical Nurse Consultant and the Nurse Manager, particularly in the areas of action research;
 - ii. Implementation and evaluation of staff education and development programs;
 - iii. Staff selection;
 - iv. Implementation and evaluation of resident education programs;
 - v. Participating in policy development and implementation;
 - vi. 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;
 - vii. Being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Schedule Two

Remuneration classifications, levels and ordinary hourly rates

Aged Care Employee				
Classification	FFPP after 1/7/2020	FFPP after 1/7/2021	FFPP after 1/7/2022	FFPP after 1/7/2023
Level One	N/A*	N/A*	22.902	23.360
Level Two	N/A*	N/A*	23.805	24.281
Level Three	N/A*	N/A*	24.738	25.233
Level Four	N/A*	N/A*	25.061	25.562
Level Five	N/A*	N/A*	25.870	26.387
Level Six	N/A*	N/A*	27.267	27.812
Level Seven	N/A*	N/A*	27.757	28.312
<i>*Covered by the Aged Care Award 2010 during this period.</i>				
Enrolled Nurse – Medication Endorsed				
Classification	FFPP after 1/7/2020	FFPP after 1/7/2021	FFPP after 1/7/2022	FFPP after 1/7/2023
	2.00%	2.50%	4.60%	2.00%
Level One	30.313	31.071	32.500	33.150
Level Two	30.898	31.670	33.127	33.790
Registered Nurses				
Classification	FFPP after 1/7/2020	FFPP after 1/7/2021	FFPP after 1/7/2022	FFPP after 1/7/2023
	2.00%	2.50%	4.60%	2.00%
Registered Nurse Level One				
1 st year	30.161	30.915	32.337	32.984
2 nd year	31.620	32.411	33.901	34.579
3 rd year	33.078	33.905	35.465	36.174
4 th year	34.537	35.400	37.029	37.769
5 th year	35.996	36.896	38.593	39.365
6 th year	37.455	38.391	40.157	40.961
7 th year	38.913	39.886	41.721	42.555
8 th year and thereafter	40.372	41.381	43.285	44.151
Registered Nurse Level Two				
1 st year	41.830	42.876	44.848	45.745
2 nd year	42.803	43.873	45.891	46.809
3 rd year	43.775	44.869	46.933	47.872
4 th year and thereafter	44.748	45.867	47.977	48.936
Registered Nurse Level Three				
1 st year	46.573	47.737	49.933	50.932
2 nd year	47.666	48.858	51.105	52.127
3 rd year	48.741	49.960	52.258	53.303
4 th year and thereafter	49.855	51.101	53.452	54.521

Schedule Three

Allowances

Classification	FFPP after FWC approves Agreement	FFPP after
		1-Jul-23
		2.00%
Uniform Allowance - per shift	1.230	1.255
Uniform Allowance - per week	6.240	6.365
Laundry Allowance – per shift	0.320	0.326
Laundry Allowance – per week	1.490	1.520
Meal Allowance – Overtime < = 4hrs	14.100	14.382
Meal Allowance – Overtime > 4hrs	12.710	12.964
Nauseous work allowance - per hour	0.518	0.528
Nauseous work allowance - per week	2.798	2.854
In Charge Allowances - per shift	25.000	25.500
Preceptor Allowance - per hour	2.500	2.550

Schedule Four

School-based apprentices

- a. This Schedule applies to school-based apprentices. A school-based apprentice is a person who is undertaking an apprenticeship in accordance with this Schedule while also undertaking a course of secondary education.
- b. A school-based apprenticeship may be undertaken in the trades covered by this award under a training agreement or contract of training for an apprentice declared or recognised by the relevant State or Territory authority.
- c. The relevant minimum wages for full-time junior and adult apprentices provided for in this award, calculated hourly, will apply to school-based apprentices for total hours worked including time deemed to be spent in off-the-job training.
- d. For the purposes of clause c, where an apprentice is a full-time school student, the time spent in off-the-job training for which the apprentice must be paid is 25% of the actual hours worked each week on-the-job. The wages paid for training time may be averaged over the semester or year.
- e. A school-based apprentice must be allowed, over the duration of the apprenticeship, the same amount of time to attend off-the-job training as an equivalent full-time apprentice.
- f. For the purposes of this Schedule, off-the-job training is structured training delivered by a Registered Training Organisation separate from normal work duties or general supervised practice undertaken on the job.
- g. The duration of the apprenticeship must be as specified in the training agreement or contract for each apprentice but must not exceed six years.
- h. School-based apprentices progress through the relevant wage scale at the rate of 12 months progression for each two years of employment as an apprentice or at the rate of competency-based progression, if provided for in this award.
- i. The apprentice wage scales are based on a standard full-time apprenticeship of four years (unless the apprenticeship is of three years duration) or stages of competency based progression, if provided for in this award. The rate of progression reflects the average rate of skill acquisition expected from the typical combination of work and training for a school-based apprentice undertaking the applicable apprenticeship.
- j. If an apprentice converts from school-based to full-time, the successful completion of competencies (if provided for in this award) and all time spent as a full-time apprentice will count for the purposes of progression through the relevant wage scale in addition to the progression achieved as a school-based apprentice.
- k. School-based apprentices are entitled pro rata to all of the other conditions in this award.

Schedule Five

Additional measures during a declared pandemic

- a. This Schedule is operable while the equivalent wording remains operable in the *Nurses Award 2020* for employees classified as Enrolled Nurses and Registered Nurses.
- b. This Schedule is operable while the equivalent wording remains operable in the *Aged Care Award 2010* for employees classified in this Agreement in Aged Care Employee classifications.
- c. **Unpaid pandemic leave**
 - i. Subject to clauses cii, ciii and civ any employee is entitled to take up to two weeks' unpaid leave if the employee is required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or is otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic.
 - ii. The employee must give their employer notice of the taking of leave under clause ci and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
 - iii. An employee who has given their employer notice of taking leave under clause ci must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause ci.
 - iv. A period of leave under clause ci must start before the date stipulated in the equivalent clause in the relevant Award, but may end after that date.
 - v. Leave taken under clause ci does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this Agreement and the [NES](#).

Note: The employer and employee may agree that the employee may take more than 2 weeks' unpaid pandemic leave.

- d. **Annual leave at half pay**
 - i. Instead of an employee taking paid annual leave on full pay, the employee and their employer may agree to the employee taking twice as much leave on half pay.
 - ii. Any agreement to take twice as much annual leave at half pay must be recorded in writing and retained as an employee record.
 - iii. A period of leave under clause di must start before the date stipulated in the equivalent clause in the relevant Award, but may end after that date.

Example: Instead of an employee taking one week's annual leave on full pay, the employee and their employer may agree to the employee taking two weeks' annual leave on half pay. In this example:

 - the employee's pay for the two weeks' leave is the same as the pay the employee would have been entitled to for one week's leave on full pay (where one week's full pay includes leave loading under the Annual Leave clause of this Agreement); and
 - one week of leave is deducted from the employee's annual leave accrual.

Note 1: A employee covered by this Agreement who is entitled to the benefit of clause c or d has a workplace right under section 341(1)(a) of the [Act](#).

Note 2: Under section 340(1) of the [Act](#), an employer must not take adverse action against an employee because the employee has a workplace right, has or has not exercised a workplace right, or proposes or does not propose to exercise a workplace right, or to prevent the employee exercising a workplace right. Under section 342(1) of the [Act](#), an employer takes adverse action against an employee if the employer dismisses the employee, injures the employee in his or her employment, alters the position of the

employee to the employee's prejudice, or discriminates between the employee and other employees of the employer.

Note 3: Under section 343(1) of the [Act](#), a person must not organise or take, or threaten to organise or take, action against another person with intent to coerce the person to exercise or not exercise, or propose to exercise or not exercise, a workplace right, or to exercise or propose to exercise a workplace right in a particular way.

e. Paid Pandemic Leave

- i. Subject to clauses eii to eix is entitled to take up to two weeks' paid leave if the employee is:
 - required by government or medical authorities or on the advice of a medical practitioner to self-isolate and is consequently prevented from working, or;
 - otherwise prevented from working by measures taken by government or medical authorities in response to the COVID-19 pandemic, or;
 - otherwise prevented from working by measures taken by the Employer in response to the COVID-19 pandemic.
- ii. The employee must give their employer notice of the taking of leave under clause ei and of the reason the employee requires the leave, as soon as practicable (which may be a time after the leave has started).
- iii. An employee who has given their employer notice of taking leave under clause ei and must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for a reason given in clause ei and eii, if required by the employer this may include a medical certificate.
- iv. An employee cannot take paid pandemic leave under clause ei if the employee could instead take paid personal/carer's leave.
- v. An employee cannot take paid pandemic leave under clause ei if the employee becomes entitled to workers compensation benefits as a result of contracting COVID-19.
- vi. An employee will not be entitled to paid pandemic leave unless the employee:
 - has undertaken a COVID-19 test in connection with the applicable circumstance in clause ei; or
 - undertakes a COVID-19 test at the earliest opportunity.
- vii. A casual employee is not entitled to leave under clause ei unless engaged on a regular and systematic basis.
- viii. For a full time or part time employee, leave taken under clause ei shall be paid at the employee's ordinary hourly rate for the employee's ordinary hours of work in the period of the leave.
- ix. For a casual employee, engaged on a regular and systematic basis, pay for leave taken under clause ei shall be calculated on the average weekly pay received by the employee in the previous six weeks, or where the employee has been employed for less than six weeks, for the duration of their employment.
- x. Leave taken under clause e does not affect any other paid or unpaid leave entitlement of the employee and counts as service for the purposes of entitlements under this Agreement. .

Declaration and Signatures

The undersigned parties accept that this Agreement has been negotiated in good faith and agree to be bound by its terms and conditions for its duration.

The Agreement is signed for and on behalf of the parties:

For the Employer

This Agreement is signed by Glenn Hardwick in his capacity of Chief Executive Officer of Christian Homes Tasmania Ltd

As the Chief Executive Officer of Christian Homes Tasmania Ltd Glenn Hardwick has the authority to sign the Agreement on behalf of the Employer.

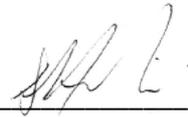
Glenn Hardwick

Chief Executive Officer

Christian Homes Tasmania Ltd

52 Channel Highway, Kingston, TAS, 7050

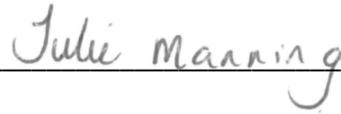
Signature:



Date:

11 August 2022

Witnessed by (Signature)



Witness Full Name

Julie Manning

Witness Address

52 Channel Highway

Kingston TAS 7050

For the Unions

As the Secretary of the Australian and Nursing Midwifery Federation, Tasmanian Branch, Emily Shepherd has the authority to sign the Agreement on behalf of Employees who are members of the ANMF Tasmanian Branch and are employed pursuant to this Agreement.

Emily Shepherd

Secretary

Australian Nursing and Midwifery Federation

182 Macquarie Street, Hobart, TAS, 7000

Signature:



Date:

19 August 2022

Witnessed by (Signature)



Witness Full Name

Mary Jane Bickel

Witness Address

182 Macquarie Street

Hobart TAS 7000

As the Secretary of the Health Services Union, Tasmania Branch, Tim Jacobson has the authority to sign the Agreement on behalf of Employees who are members of HACSU Tasmania and are employed pursuant to this Agreement.

Tim Jacobson

Secretary

Health Services Union, Tasmania Branch

11 Clare Street, New Town, TAS, 7008

Signature:



Date:

11/08/2022

Witnessed by (Signature)



Witness Full Name

James Milligan

Witness Address

11 Clare Street New Town, Tas, 7008

Template: Undertaking for an application to approve a single enterprise agreement

THE FAIR WORK COMMISSION

FWC Matter No.: AG2022/3503

Applicant: Christian Homes Tasmania Ltd

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

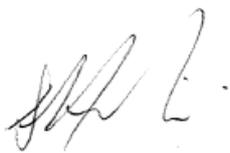
I, Glenn Hardwick, Chief Executive Officer, have the authority given to me by Christian Homes Tasmania Ltd to give the following undertakings with respect to the Christian Homes Tasmania Ltd Enterprise Agreement 2020 ("the Agreement"):

1. Clause 36.7 d will be replaced with:

If, on the termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken in accordance with an agreement under clause 36.7, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not been accrued, subject to the deduction being authorised in writing by the employee and is principally for the employee's benefit.

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature:



Date:

5 September 2022