



DECISION

Fair Work Act 2009

s.185 - Application for approval of a single-enterprise agreement

Wintringham Limited Trading AS Wintringham
(AG2025/837)

WINTRINGHAM COLLECTIVE AGREEMENT 2024

Aged care industry

COMMISSIONER TRAN

MELBOURNE, 14 MAY 2025

Application for approval of the Wintringham Collective Agreement 2024

[1] Wintringham (ABN: 97 007 293 478) has applied for approval of an enterprise agreement known as the *Wintringham Collective Agreement 2024* under s 185 of the *Fair Work Act 2009*.

[2] The Agreement is a single enterprise agreement.

Individual Bargaining Representative's Concerns

[3] An individual employee bargaining representative indicated that they had concerns about approval of the enterprise agreement. I held a case management conference on 7 May 2025 to allow the bargaining representative to inform me of their concerns. The concerns related to clauses 27 – Overtime and 36 – Recall to the Workplace. Those concerns related to how the clauses do not reflect work practices and may mean that affected employees (non-direct care workers) would not be remunerated appropriately. I have considered the concerns raised and am of the view that they do not relate to matters that I must consider when approving an enterprise agreement. It was not identified to me whether the particular issues related to genuine agreement or the better off overall test. I am sympathetic to the concerns raised, but am of the view that they are not relevant to my considerations about approving the agreement.

Approval of Agreement

[4] I observe that the following clauses are likely to be inconsistent with the **National Employment Standards**:

- **Post-reform casual conversion provisions** – The Agreement does not make note of new employee choice conversion provisions which is available to eligible employees from February 2025.
- Clause 44 – **Annual Leave**
- Clause 51 – **Compassionate Leave**

[5] I note clause 7.3 of the Agreement, which gives **precedence to the NES** and am satisfied that the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Employer has provided written **undertakings**. 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.

[7] Subject to the undertakings referred to above, I am satisfied that each requirement of ss186, 187 and 188 as are relevant to this application for approval have been met. The undertakings are taken to be a term of the Agreement.

[8] The Australian Workers' Union (**AWU**); the Australian Nursing and Midwifery Federation (**ANMF**); the Australian Municipal, Administrative, Clerical and Services Union (**ASU**); and the Health Services Union (**HSU**) lodged a Form F18 statutory declaration giving notice under s 183 of the Act that they want the Agreement to cover them. In accordance with s 201(2) of the Act, I note the Agreement covers the unions.

[9] The Agreement is approved and, in accordance with s 54 of the Act, will **operate from** 21 May 2025.

[10] In accordance with clause 4, the **nominal expiry date** of the Agreement is 30 April 2028.



COMMISSIONER

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APPENDIX A

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/837

Applicant:
Wintringham

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Mat Small, Acting General Manager People, Culture and Engagement have the authority given to me by Wintringham to give the following undertakings with respect to the Wintringham Collective Agreement 2024 ("the Agreement"):

1. During the term of this agreement, Wintringham undertakes to apply the casual penalty rate calculation method for work performed by employees who would otherwise be covered by the Nurses Award 2020. This includes work performed on Saturdays, Sundays, and Public Holidays, in accordance with the compounding method outlined in the Nurses Award 2020.
2. During the term of this agreement, Wintringham undertakes to apply the minimum engagement provision of 4 hours for full-time employees who would otherwise be covered by the Aged Care Award 2010.
3. During the term of this agreement, Wintringham undertakes to apply the casual penalty provisions for weekends and public holidays, as specified in the SCHCDS Award 2010, to any casual employees engaged under the Resident Holiday provisions of this agreement, where such employees would otherwise be covered by the SCHCDS Award 2010.
4. During the term of this agreement, Wintringham undertakes to apply the broken shift provisions of the SCHCDS Award 2010, where such employees would otherwise be covered by the SCHCDS Award 2010.
5. During the term of this agreement, If an employee elects to work a 24 hour care shift that would otherwise be covered by the SCHCDS Award the employee will be paid 8 hours ordinary time, 8 hours overtime and 8 hours at the sleepover rate provided for in Schedule 2 of the Agreement'

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



Signature

1 May 2025

Date

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.

PART 1 - APPLICATION AND OPERATION OF AGREEMENT

1. TITLE

This agreement shall be known as the Wintringham Collective Agreement 2024.

2. ARRANGEMENT

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3. DEFINITIONS

- 3.1 **The Act** means the Fair Work Act 2009 (as amended from time to time)
- 3.2 **Agreement** shall mean the Wintringham Collective Agreement 2024
- 3.3 **ANMF** means Australian Nursing and Midwifery Federation
- 3.4 **ASU** means the Australian Municipal Administrative Clerical and Services Union
- 3.5 **AWU** means Australian Workers Union.
- 3.6 **Casual Employee** - means an Employee who is engaged intermittently for work of an unexpected or casual nature, and does not include an Employee who could properly be engaged as a full-time or part-time Employee.
- 3.7 **Continuous service** – An employees employment is taken to be continuous despite an absence from work caused by the employee taking:
- annual leave; or
 - long service leave; or
 - paid or unpaid parental leave
 - in the case of a casual employee, paid or unpaid parental leave that is not longer than 104 weeks; or
 - carer's leave; or
 - leave on account of illness or injury; or
 - any other form of leave not referred to in this subsection that is provided for under the relevant employment agreement.
 - any other absence approved by the employer.

A casual employee's employment is taken to be continuous despite an absence from work that is longer than 12 weeks, starting at the end of a particular instance of employment and ending at the start of another particular instance of employment if:

- the casual employee and the employer so agree before the start of the absence; or
- the absence is due to the terms of engagement of the casual employee; or
- the employee has been employed by the employer on a regular and systematic basis and the employee has a reasonable expectation of being re-engaged by the employer.

An employee's employment is taken to be continuous despite an absence from work caused by the employer terminating or interrupting the employment with the intention of avoiding an obligation in relation to long service leave.

An employee's employment is taken to be continuous despite an absence arising solely from the transfer of assets from one employer to another, if the employee usually performs duties which are connected with those assets.

An employee's employment is taken to be continuous despite an absence from work caused by the termination of the employee's employment:

- at the initiative of the employer or the employee, if the employee is re-employed by the employer within 12 weeks after the termination; or
- because of the expiration of a specified term of an employment contract, if the

employee is re-employed by the employer within 12 weeks after the expiration;
or

- because the employee's apprenticeship to an employer is completed, if the employee is re-employed by the employer within 52 weeks after the end of the apprenticeship.

An employee's employment is taken to be continuous despite the employer standing down the employee:

- during industrial action if the employee cannot be usefully employed because of the industrial action; or
- because of a breakdown of machinery or equipment for which the employer cannot reasonably be held responsible if the employee cannot be usefully employed because of the breakdown; or
- because of a stoppage of work for any cause for which the employer cannot reasonably be held responsible if the employee cannot be usefully employed because of the stoppage.

An employee's employment is taken to be continuous despite any interruption arising directly or indirectly from an industrial dispute.

3.8 Disability or impairment includes:

3.8.1 total or partial loss of a bodily function

3.8.2 the presence in the body of organisms that may cause disease

3.8.3 total or partial loss of a part of the body

3.8.4 malfunction of a part of the body, including:

3.8.4.1 a mental or psychological disease or disorder

3.8.4.2 a condition or disorder that results in a person learning more slowly than people who do not have that condition or disorder

3.8.4.3 malformation or disfigurement of a part of the body.

3.9 Dispute – is a disagreement or difference between people or groups of people, on a matter involving the application of this Agreement or the National Employment Standards, or pertaining to the relationship the Employer and Employee. A dispute may arise when one party makes a claim and the other party rejects it.

3.10 Domestic Violence means any violent, threatening, coercive or controlling behaviour that occurs in current or past family, domestic or intimate relationships. This includes not only physical injury but direct or indirect threats, sexual assault, emotional and psychological torment, economic control, damage to property, social isolation and any behaviour which causes a person to live in fear.

3.11 Employee means a person employed directly by Wintringham in a permanent, ongoing role, on a temporary or fixed term contract, or on a casual basis who falls within the salary classification structure contained in this Agreement.

3.12 Employer shall mean Wintringham.

- 3.13 **Experience** for the purposes of appointment or progression means experience in a position which was a paid position and which required the equivalent level of qualifications. Inclusive of relevant international experience.
- 3.14 **FWC** shall mean the Fair Work Commission.
- 3.15 **Grievance** – is a real or perceived issue causing resentment and is regarded as grounds for complaint.
- 3.16 **HACSU** means Health Services Union, Tasmania Branch trading as the Health and Community Services Union (Tas)
- 3.17 **Health and Safety Representative (HSR)** means an Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the Occupational Health and Safety Act 2004 (Vic) and the Health and Safety Act 2012 (Tas)
- 3.18 **HWU** means Health Services Union of Australia, Victoria No. 1 Branch, trading as the “Health Workers Union” (HWU).
- 3.19 **Immediate Family** – means
- 3.19.1 indigenous kinship; means a person related to the employee according to Aboriginal and Torres Strait Islander kinship rules which relevantly include moiety, totems and skin names.
 - 3.19.2 spouses and de facto partners, including same sex partners and previous or former partners. ; A de facto partner means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes)
 - 3.19.3 children, including an adult child, adopted child, a step child or an ex nuptial child and grandchildren;
 - 3.19.4 parents;
 - 3.19.5 siblings
 - 3.19.6 grandparents; and
 - 3.19.7 those described above if they are those relatives of the employee’s spouse, de facto partner or same sex partner.
- 3.20 **Misconduct** - means behaviour inconsistent with the employees contract of employment or breaches of the Employer’s workplace policies and matters not considered to be serious misconduct.
- 3.21 **NES** means the National Employment Standards
- 3.22 **OHS Act** means the Occupational Health and Safety Act 2004 (Vic) and the Health and Safety Act 2012 (Tas) as varied from time to time, or any successor to that Act
- 3.23 **Party** – means a party covered by this Agreement, being the employer, an Employee or Employees, or a Union. "Parties" is a collective reference to all Parties covered by this Agreement, except where the context indicates otherwise.
- 3.24 **Permanent Employee** - means an Employee engaged on a continuing basis. A

permanent Employee may be engaged as a full time Employee or a part time Employee.

- 3.25 **Reasonable belief** - means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- 3.26 **Reasonable adjustment** - is modification or adjustment to a job, to the work environment or to an employment practice that makes it possible for an individual with a disability to enjoy an equal employment opportunity. The reasonable adjustment should aim to reduce or eliminate unnecessary barriers between an individual's skills and abilities and the employer's usual requirements for performing essential job functions.
- 3.27 **Registered Health Practitioner** – Health practitioner currently registered with Ahpra.
- 3.28 **Rostered Off Benefits** - For the purposes of clause 30.1 a days pay will be calculated at the employees usual contracted ordinary hours.
- 3.29 **Serious Misconduct** – means wilful or deliberate behaviour inconsistent with the continuation of employment including theft, fraud, assault, being intoxicated, unauthorised access to or dissemination of pornographic material or refusing to carry out a lawful and reasonable instruction that is consistent with the Employee's contract of employment; and conduct that causes serious or imminent risk to the health and safety of a person or reputation or viability of the Employer's business.
- 3.30 **Substantial injury or illness** - is an illness or injury that requires more than four (4) weeks of recovery or care.
- 3.31 **Union Delegate** – means a representative of the union who is an Employee of the employer of whom the employer has been notified of by the union.
- 3.32 **Workplace Bullying** – means repeated, unreasonable or inappropriate behaviour directed towards a worker, or group of workers, that a reasonable person, having regard to the circumstances, would see as victimising, humiliating, undermining or threatening and that creates a risk to health and safety.
- 3.33 **Year** – means a calendar year unless stated to be anniversary year.

4. OPERATION OF AGREEMENT

This Agreement shall come into operation on the seventh day after the date of approval by the Fair Work Commission. The nominal expiry date of this Agreement is 30 April 2028.

5. SCOPE OF AGREEMENT

This Agreement shall apply to all employees employed by the employer other than the Chief Executive Officer, Chief Financial Officer, Deputy CEO, Chief of Staff, General Manager Residential Services, General Manager People Culture and Engagement, General Manager Home Support and General Manager Homelessness and Client Support Services however titled.

6. INCIDENCE OF AGREEMENT

6.1 This agreement shall apply to and be binding on:

Wintringham ("the Employer"); and

Australian Nursing and Midwifery Federation ('ANMF');

Health Workers Union ('HWU');

Australian Services Union ('ASU')

Australian Workers Union ('AWU')

Health Services Union, Tasmania Branch ('HACSU')

6.2 Any aged care facilities, acquired by The employer which may open for trading during the term of this agreement.

6.3 All persons whose employment is at any time when the Agreement is in operation, subject to the Agreement.

6.4 The employer will formally advise the Australian Nursing and Midwifery Federation ('ANMF'), the Health Workers Union ('HWU'), Health Services Union, Tasmania Branch ('HACSU'), Australian Workers Union ("AWU") and the Australian Services Union ('ASU') when the Agreement is made in order for the ANMF, HWU, HACSU, AWU and ASU to apply to be covered by the Agreement.

7. AWARDS AND AGREEMENTS

7.1 This Agreement provides a comprehensive statement of the terms and conditions of the employment of employees to whom it applies.

7.2 This Agreement operates to the exclusion of and wholly replaces any Award or any other Industrial Instrument of the Fair Work Commission that would, apart from this clause, apply to the Employment of Employees covered by this Agreement by the Employer.

7.3 Should the NES as set out in the Fair Work Act be more favourable to an Employee in a particular respect than provisions set out in this Agreement, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have

no effect in respect of that employee. The provisions in the Agreement will otherwise prevail.

8. NO EXTRA CLAIMS

8.1 The ANMF, HWU, HACSU, ASU, AWU Employees and the Employer bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agrees that they will not pursue any extra claims during the term of this Agreement provided a log of claims for a replacement Agreement may be provided..

8.2 Savings Clause

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

9. POSTING OF AGREEMENT

A copy of this agreement shall be exhibited by the employer on work premises in a place accessible to all employees.

10 CONSULTATION – ORGANISATIONAL CHANGE

10.1 This clause applies:

10.1.1 As soon as possible after identification by the employer of the need for major organisational change and prior to a decision being taken to proceed with organisational change to the employer's production, programs, structures, work arrangements or technology; and where the change is likely to have a significant effect on Employees; or

10.1.2 Where the employer proposes to introduce change to the regular roster or ordinary hours of work of employees.

10.2 Major change means a change in the Employer's program, production, organisation, physical workplace (including refurbishment), workplace arrangements, the workplace location of Employees, structure or technology that is likely to have a significant effect on Employees.

10.3 A 'significant effect' on employees for the purpose of clause 10.1.1 is one that includes, but not limited to:

10.3.1 the termination of the employment; or

10.3.2 change to the composition, operation or size of the employer's workforce or to the skills required of the employee; or

10.3.3 the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or

10.3.4 the alteration of hours of work; or

10.3.5 the alteration of ordinary hours of work; or

10.3.6 the need to retrain employees; or

10.3.7 the need to relocate employees to another workplace whether temporary or otherwise; or

10.3.8 the restructuring of jobs, or;

10.3.9 the reduction to remuneration of an employee or group of employees; or

10.3.10 the proposed sale of a facility

10.4 It is in the interest of all parties to ensure that discussions regarding organisational change in accordance with this clause between the employer, employees and unions occur in a timely manner and issues raised are given prompt and proper consideration by the parties.

10.5 The relevant Employees may appoint a representative including their union for the purposes of this clause.

10.6 The Employer must recognise the representative, if:

10.6.1 a relevant Employee appoints, or relevant Employees appoint a representative for the purposes of consultation; and

10.6.2 the Employee or Employees advise the Employer of the identity of the representative.

10.7 As soon as practicable, and within a reasonable timeframe the employer must:

- 10.7.1 notify and discuss with the relevant Employees and unions:
 - 10.7.1.1 the reasoning, commercial or otherwise for the introduction of the proposed change; and
 - 10.7.1.2 the effect the change is likely to have on the Employees; and
 - 10.7.1.3 measures the employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- 10.7.2 for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - 10.7.2.1 all relevant information about the change including the nature of the change proposed; and
 - 10.7.2.2 information about the expected effects of the change on the Employees; and
 - 10.7.2.3 any other matters likely to affect the Employees.
- 10.7.3 in relation to clause 10.6.2, 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).
- 10.8 The employer however is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 10.9 The affected Employees and their representatives including unions may submit alternative proposals which will meet the indicated rationale for change. Such alternative proposals must be submitted in a timely manner so as not to lead to an unreasonable delay in the introduction of any contemplated change. In order to mitigate any adverse effects of the proposed change the employer will consider any alternatives raised by the employees regarding the proposed change and consideration of these views will be prompt and genuine, and reasons given to the affected Employees if the employer does not accept alternate proposals.

11 DISPUTE RESOLUTION PROCEDURE

- 11.1 This term sets out procedures to settle a dispute if the dispute relates to:
 - 11.1.1 A matter arising under this Agreement; or
 - 11.1.2 A minimum entitlement under the National Employment Standards
 - 11.1.3 A matter pertaining to the relationship between the Employee and the Employer.
- 11.2 An Employee who is a party to the dispute may appoint a representative, including their union for the purposes of the procedures in this term.
- 11.3 In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the employer or Employees and relevant supervisors and / or management.
- 11.4 In attempting to resolve the dispute or grievance, the parties will use the internal process and procedures, including escalation, to the higher levels of management in the first instance.
- 11.5 The parties agree the rules of natural justice apply, and the process will be conducted as quickly as possible, with as little formality, as a proper consideration of the matter allows.
- 11.6 The process outlined in clauses 11.3, 11.4 and 11.5 is to commence no later than 7 days after notification of the dispute in writing and if the dispute is not resolved within 1 month then the provisions of clause 11.7 shall apply.
- 11.7 If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the FWC for conciliation and if necessary, arbitration pursuant to section 739 of the FW Act and in accordance with clause 11.8 of this agreement.
- 11.8 The parties consent to the FWC dealing with the dispute in two stages
 - 11.8.1 the FWC will first attempt to resolve the dispute by means it considers appropriate other than by arbitration including mediation, conciliation, expressing an opinion or making a recommendation; and
 - 11.8.2 if the FWC is unable to resolve the dispute by these means, the FWC will then arbitrate the dispute, utilising the powers available.
- 11.9 A decision made by the FWC when arbitrating a dispute is a decision for the purposes of Div 3 of Part 5 of the FW Act, and therefore an appeal may be made with respect to the decision.
- 11.10 While the parties are trying to resolve the dispute using the procedures in this clause:
 - 11.10.1 an Employee must continue to perform the work as they would have prior to the dispute being raised unless they have a reasonable concern about an imminent risk to health or safety; and
 - 11.10.2 an employee must comply with a direction given by the employer to perform other available work at the same or another workplace unless:
 - 11.10.2.1 the work is not safe; or
 - 11.10.2.2 applicable work health and safety legislation would not permit the

work to be performed; or

11.10.2.3 the work is not appropriate for the Employee to perform; or

11.10.2.4 there are other reasonable grounds for the Employee to refuse to comply with the direction.

12 DISCIPLINARY PROCEDURE

12.1 Where a matter is identified, that if substantiated may result in disciplinary action, the following investigative steps must be completed prior to any disciplinary action be taken:

- Conducting interviews with all relevant parties involved.
- Gathering all relevant evidence and documentation related to the matter.
- Identifying, if any, company policies that have been breached
- Documenting the findings from the investigation
- Presenting the accused with all information from the investigation that is necessary to ensure procedural fairness and natural justice.

12.2 Where disciplinary action may be necessary, the management representative shall notify the Employee of the concerns in writing and the Employee will be given an opportunity to respond to these concerns. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.

12.3 The concerns at 12.2 must relate to conduct or performance alleged to have occurred no longer than 6 months prior to the employee being notified in writing of the allegation(s).

12.4 If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.

12.5 In the event that the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.

12.6 In the event of the matter/s recurring, then the Employee may be terminated after the matter/s have been investigated and reasons sought from the Employee.

12.7 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the Fair Work Act 2009 (Cth)). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a warning may be issued under paragraph 12.2 or 12.3 of this provision.

12.8 During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice, including the ANMF, AWU, HWU, HACSU or ASU. The Employer may be represented by the representative of their choice.

- 12.9 Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s and records relating to these disciplinary procedures will be removed from the employee's personnel file.

13 ANTI-DISCRIMINATION

- 13.1 It is the intention of the respondents to this agreement to achieve the principal object of the Fair Work Act 2009 through respecting and valuing the diversity of the workforce by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, breast feeding, gender identity, intersex status, age, physical or mental disability, marital status, family responsibilities, subjection to family and domestic violence, pregnancy, religion, political opinion, national extraction or social origin.
- 13.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents must make every endeavour to ensure that neither the agreement provisions nor their operation are directly or indirectly discriminatory in their effects.
- 13.3 Nothing in this clause is to be taken to affect:
- 13.3.1 any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
 - 13.3.2 the payment of different wages for employees who have not reached a particular age;
 - 13.3.3 an employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Human Rights and Equal Opportunity Commission;
 - 13.3.4 the exemptions in 351(2) of the Act.

14 AGREEMENT FLEXIBILITY

- 14.1 An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if the agreement deals with one or more of the following matters:
- 14.1.1 salary sacrifice of superannuation
 - 14.1.2 hours of work
 - 14.1.3 accrued time off
 - 14.1.4 job share arrangements
 - 14.1.5 compressed working week
 - 14.1.6 remote working
 - 14.1.7 working from home
 - 14.1.8 purchased leave

- 14.1.9 leave loading, and
- 14.1.10 span of hours.
- 14.2 the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in paragraph 14.1 and
- 14.3 The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- 14.4 The employer must ensure that the terms of the individual flexibility arrangement:
 - 14.4.1 are about permitted matters under section 172 of the Fair Work Act 2009; and
 - 14.4.2 are not unlawful terms under section 194 of the Fair Work Act 2009; and
 - 14.4.3 result in the employee being better off overall than the employee would be if no arrangement was made.
- 14.5 The employer must ensure that the individual flexibility arrangement:
 - 14.5.1 is in writing; and
 - 14.5.2 includes the name of the employer and employee; and
 - 14.5.3 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
 - 14.5.4 includes details of:
 - 14.5.4.1 the terms of the enterprise agreement that will be varied by the arrangement; and
 - 14.5.4.2 how the arrangement will vary the effect of the terms; and
 - 14.5.4.3 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
 - 14.5.4.4 states the day on which the arrangement commences.
 - 14.5.5 The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 14.6 The employer or employee may terminate the individual flexibility arrangement:
 - 14.6.1 by giving no more than 28 days written notice to the other party to the arrangement; or
 - 14.6.2 if the employer and employee agree in writing — at any time.

PART 3 - TERMS OF EMPLOYMENT

15 TYPES OF EMPLOYMENT

At the time of engagement, an employer shall provide each employee with written advice of the terms of their employment which specifies whether they are full-time, part-time, fixed term temporary or casual, an outline of the duties of the position, details of minimum hours and days of work, and pursuant to this agreement, the classification and rate of pay of the position, and any other relevant details attaching to the employment arrangement.

An individual employee may have two separate classifications where they is doing two different jobs that involve different rates of pay. This provision must not be used to avoid payment of higher duties allowance and the employee's total ordinary hours of work must not be more than 38.

15.1 Minimum Engagement

The minimum engagement is for all employees other than those providing home care is three (3) hours. For those employees providing home care the minimum engagement shall be two (2) hours and for casual employees in any setting two (2) hours.

15.2 Full-time employment

A full-time employee shall mean an employee who is engaged to work 38 hours of ordinary time per week in accordance with the provisions of clause 19 - Hours of Work, and who shall be entitled to all the benefits of this agreement.

15.3 Part-time employment

15.3.1 A part-time employee shall mean an employee who is engaged to work ordinary hours of less than 38 hours per week and who has reasonably predictable hours of work. A part-time employee shall be entitled to all the benefits of this agreement on a pro rata basis.

15.3.2 Before commencing employment, the employer and employee will agree in writing on a minimum number of actual contracted hours to be worked in each week or fortnight, the pattern of days and times of the week the employee will work. The employer and employee may subsequently agree in writing to vary the hours and pattern of work. A part-time employees' hours and pattern of work will, for shiftworkers, be included in a roster as provided for at Clause 25.

15.3.3 Time worked by a part time employee in excess of their ordinary daily rostered part time hours and approved by the employer will be considered approved overtime and paid at the rates prescribed in clause 27 - Overtime, of this agreement unless otherwise excluded by this agreement.

15.3.4 A part-time employee is entitled to request a regular review of working hours and any regular and systematic additional ordinary hours worked must be

incorporated into their contracted hours, unless there is an exceptional reason (e.g. extra hours result from filling in for parental leave).

15.3.5 Extra days or shifts requested by or offered to a part time employee and agreed by the employer and the employee shall not be paid as overtime unless:

15.3.5.1 the time worked exceeds the normal full time weekly/fortnightly hours

15.3.5.2 The additional hours are in excess of the standard rostered full time shift length in a day.

15.4 Casual employment

15.4.1 A casual employee means an employee who is engaged without a firm advance commitment to continuing and indefinite work and does not include an employee who could properly be engaged as a full-time or part-time employee. It is intended that casual employment will only be utilised to assist with genuine peaks and troughs or shortages of labour where permanent or bank staff are not available. It is not intended that casual employees will be employed on a regular or systematic basis. If this is the case then sub-clause 15.2 or 15.3 will apply.

15.4.1.1 A casual employee shall be paid for such hours worked at a rate equal of 1/38th of the appropriate weekly rate prescribed in Schedule One – Classification and Wage Rates, plus a loading of 25% for ordinary working hours without entitlement to sick leave or annual leave.

15.4.2 Time worked by a casual employee in excess of their ordinary daily rostered casual hours and approved by the employer will be considered approved overtime and paid at the rates prescribed in clause 27 - Overtime, of this agreement unless otherwise excluded by this agreement.

15.4.2.1 A casual staff member will be advised in advance of the length of the casual shift and if it is changed or cancelled within 12 hours of the shift commencing the employer will pay the employee for 50 per cent of the length of the scheduled shift forgone (unless the change means a longer shift length). This clause shall not apply to casual employees working with clients in Home Care or NDIS.

15.4.2.2 Casual Conversion

Where a casual employee has been rostered on a regular and systematic basis over 26 weeks, provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave or the effects of any designated state Pandemic, either the Employer or Employee has the right to request in writing

the conversion to permanent employment and that request will not be unreasonably refused by either party.

15.4.3 Caring Responsibilities Casual Employees

15.4.3.1 Subject to the evidentiary and notice requirements in clause 47 – Personal Leave, casual employees are entitled to not be available to attend work, or to leave work:

15.3.2.1.1 if they need to care for members of their immediate family or household who are sick and require care or support, or who require care due to an unexpected emergency, or the birth of a child; or

15.3.2.1.2 upon the death in Australia of an immediate family or household member.

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

15.4.3.3 An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

15.5 Fixed Term Employment/ Temporary Employment

15.5.1 Employees may be engaged on a Fixed Term or Temporary basis in the following situations:

15.5.1.1 to provide replacement for permanent employees taking but not limited to Parental Leave, Long Service leave, Annual leave, extended Sick Leave, Work Cover Leave and any other approved leave with or without pay.

15.5.1.2 to provide employees for specific projects funded outside the normal recurrent funding regimes.

15.5.1.3 No employee will be employed to a fixed term contract for a term that is more than 2 years and no fixed term contract will be extended more than once unless an exception applies. The following are a list of exceptions that apply: Specialised skills for a specific task, training arrangements, essential work, Emergency circumstances or temporary replacement of an employee, High-income employees, Positions subject to government funding, Governance positions, where an Award allows it for an Award covered employee.

15.6 Trainees

Trainees will be employed and paid in accordance with this Agreement.

15.7 Supported Employees

15.6.1 Supported Wage System

This clause defines the conditions which will apply to employees who because of the effects of a disability are eligible for a supported wage under the terms of this agreement. In the context of this clause, the following definitions will apply:

15.6.1.1 Supported wage system means the Commonwealth Government system to promote employment for people who cannot work at full agreement wages because of a disability, as documented in Supported Wage System: Guidelines and Assessment Process.

15.6.1.2 Accredited assessor means a person accredited by the management unit established by the Commonwealth under the supported wage system to perform assessments of an individual's productive capacity within the supported wage system

15.6.1.3 Disability support pension means the Commonwealth pension scheme to provide income security for persons with a disability as provided under the Social Security Act 1991, as amended from time to time, or any successor to that scheme.

15.6.1.4 Assessment instrument means the form provided for under the supported wage system that records the assessment of the productive capacity of the person to be employed under the supported wage system.

15.6.2 Eligibility criteria

15.6.2.1 Employees covered by this clause will be those who are unable to perform the range of duties to the competence level required within the class of work for which the employee is engaged under this agreement, because of the effects of a disability on their productive capacity and who meet the impairment criteria for receipt of a disability support pension.

15.6.2.2 This clause does not apply to any existing employee who has a claim against the employer which is subject to the provisions of workers' compensation legislation or any provision of this agreement relating to the rehabilitation of employees who are injured in the course of their employment.

15.6.2.3 This clause does not apply to employers in respect of their facility, programme, undertaking, service or the like which receives funding

under the Disability Services Act 1986 (Cth) and fulfils the dual role of service provider and sheltered employer to people with disabilities who are in receipt of or are eligible for a disability support pension, except with respect to an organisation which has received recognition under s.10 or under s.12AA of the Disability Services Act 1986, or if a part only has received recognition, that part.

15.6.3 Supported wage rates

15.6.3.1 Employees to whom this clause applies shall be paid the applicable percentage of the minimum rate of pay prescribed by this agreement for the class of work which the person is performing according to the following schedule:

Assessed capacity (clause S.4)	Prescribed agreement rate
10%*	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

15.6.3.2 Provided that the minimum amount payable shall be not less than \$106 per week.

15.6.3.3 Where a person's assessed capacity is 10%; they shall receive a high degree of assistance and support.

15.6.4 Assessment of capacity

For the purpose of establishing the percentage of the agreement rate to be paid to an employee under this agreement, the productive capacity of the employee will be assessed in accordance with the supported wage system and documented in an assessment instrument by either:

15.6.4.1 the employer and the union party to the agreement, in consultation with the employee or, if desired by any of these;

15.6.4.2 the employer and an accredited assessor from a panel agreed by the parties to the agreement and the employee.

15.6.5 Lodgment of assessment instrument

15.6.5.1 All assessment instruments under the conditions of this clause, including the appropriate percentage of the agreement wage to be paid to the employee, shall be lodged by the employer with the Registrar of the Australian Industrial Relations Commission.

15.6.5.2 All assessment instruments shall be agreed and signed by the parties to the assessment, provided that where a union is not a party to the assessment it shall be referred by the Registrar to the union by certified mail and shall take effect unless an objection is notified to the Registrar within ten working days.

15.6.6 Review of assessment

15.6.6.1 The assessment of the applicable percentage should be subject to annual review or earlier on the basis of a reasonable request for such a review. The process of review shall be in accordance with the procedures for assessing capacity under the supported wage system.

15.6.7 Other terms and conditions of employment

15.6.7.1 Where an assessment has been made, the applicable percentage shall apply to the wage rate only. Employees covered by the provisions of the clause will be entitled to the same terms and conditions of employment as all other workers covered by this agreement paid on a pro rata basis.

15.6.8 Workplace adjustment

An employer wishing to employ a person under the provisions of this clause shall take reasonable steps to make changes in the workplace to enhance the employee's capacity to do the job. Changes may involve re-design of job duties, working time arrangements and work organisation in consultation with other workers in the area.

15.6.9 Trial period

15.6.9.1 In order for an adequate assessment of the employee's capacity to be made, an employer may employ a person under the provisions of this clause for a trial period not exceeding twelve weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.

15.6.9.2 During that trial period the assessment of capacity shall be undertaken and the proposed wage rate for a continuing employment relationship shall be determined.

15.6.9.3 The minimum amount payable to the employee during the trial period shall be no less than \$106 per week.

15.6.9.4 Work trials should include induction or training as appropriate to the job being trialed.

15.6.9.5 Where the employer and employee wish to establish a continuing employment relationship following the completion of the trial period, a further contract of employment shall be entered into based on the outcome of assessment under 15.6.1.

16 NOTICE OF TERMINATION

16.1 Notice of termination by employer

16.1.1 In order to terminate the employment of an employee, four weeks' written notice shall be given by the employer.

16.1.2 In addition to the notice in 16.1.1, employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, are entitled to an additional week's notice.

16.1.3 Payment in lieu of the prescribed notice in 16.1.1 and 16.1.2 must be made if the appropriate notice period is not required to be worked provided that employment may be terminated by the employee working part of the required period of notice and by the employer making payment for the remainder of the period of notice.

16.1.4 The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:

16.1.4.1 the employee's ordinary hours of work (even if not standard hours);
and

16.1.4.2 the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and

16.1.4.3 any other amounts payable under the employee's contract of employment.

16.1.5 The period of notice in this clause does not apply:

16.1.5.1 in the case of dismissal for serious misconduct;

16.1.5.2 to employees engaged for a specific period of time or for a specific task or tasks only where the specific period of time for which the employee was engaged is concluding, or where the specified task for which the employee was engaged has been completed.

16.1.5.4 to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or

16.1.5.5 to casual employees.

16.1.5.5 to employees during their probationary and or qualifying period where notice of one week shall apply

16.3 Notice of termination by an employee

16.3.1 The notice of termination required to be given by an employee is the same as that required of an employer, save and except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.

16.4 Job search entitlement

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

16.5 Transmission of business

Where a business is transmitted from one employer to another, as set out in clause 17 - Redundancy, the period of continuous service that the employee had with the transmittor or any prior transmittor is deemed to be service with the transmittee and taken into account when calculating notice of termination. However, an employee shall not be entitled to notice of termination or payment in lieu of notice for any period of continuous service in respect of which notice has already been given or paid for.

A qualifying or probationary period, however titled, shall not apply to a transferring employee.

17 REDUNDANCY

17.1 Definitions

17.1.1 Business includes trade, process, business or occupation and includes part of any such business.

17.1.2 Redundancy occurs where an employer has made a definite decision that the employer no longer wishes the job (or part of the job) the employee has been doing done by anyone and that decision leads to the termination of employment of the employee, except where this is due to the ordinary and customary turnover of labour.

17.1.3 Transmission includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transmitted has a corresponding meaning.

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

17.1.4.1 overtime;

17.1.4.2 penalty rates;

17.1.4.3 disability allowances;

- 17.1.4.4 shift allowances;
- 17.1.4.5 special rates;
- 17.1.4.6 fares and travelling time allowances;
- 17.1.4.7 bonuses; and
- 17.1.4.8 any other ancillary payments of a like nature.

17.2 Where the employer makes a definite decision in accordance with clause 17.1.2 to make redundant a position covered by the terms of this Agreement, the employer will inform impacted employees in writing of the decision and invite employees to seek expressions of interest voluntary redundancies before proceeding with redundancies. An expression of interest must be in writing and can be withdrawn by the employee at any time prior to any final decision being made on making the position redundant

17.3 Severance pay

An employee, whose employment is terminated (or part of the employee's employment) by reason of redundancy, is entitled to the following amount of severance pay in respect of a period of continuous service provided that the severance payments shall not exceed the amount which the employee would have earned if employment with the employer had proceeded to the employee's normal retirement date.

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay ¹
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	8 weeks' pay
4 years and less than 5 years	9 weeks' pay
5 years and less than 6 years	11 weeks' pay
6 years and less than 7 years	12 weeks' pay
7 years and less than 8 years	14 weeks' pay
8 years and less than 9 years	15 weeks' pay
9 years and over	17 weeks' pay

17.4 Employee leaving during notice period

An employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in clause 16 - Notice of Termination. In this circumstance the employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

17.5 Job search entitlement

17.5.1 During the period of notice of termination given by the employer in accordance with 17.1, an employee shall be allowed up to one day's time off

¹ As defined in 17.1

without loss of pay during each week of notice for the purpose of seeking other employment.

17.5.2 If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, be required to produce proof of attendance at an interview or they shall not receive payment for the time absent. For this purpose a statutory declaration will be sufficient.

17.5.3 The job search entitlements under this sub clause apply in lieu of the provisions of 17.4.

17.6 Transmission of business

17.6.1 The provisions of this clause are not applicable where a business is before or after the date of this agreement, transmitted from an employer (in this sub clause called the transferor) to another employer (in this sub clause called the transferee), in any of the following circumstances:

17.6.1.1 Where the employee accepts employment with the transferee which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee; or

17.6.1.2 Where the employee rejects an offer of employment with the transferee:

17.6.1.2.1 in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the employee at the time of ceasing employment with the transferor; and

17.6.1.2.2 which recognises the period of continuous service which the employee had with the transferor and any prior transferor to be continuous service of the employee with the transferee.

17.6.2 However, in a transfer of business situation, where the new Employer requires that the Employee serve a new minimum period of employment pursuant to s384(2)(b) of the Fair Work Act and the Employee refuses such employment, then a severance payment will be payable by the first Employer. A severance payment in this circumstance will be payable even if the terms and conditions of the alternative employment are substantially similar to, and, considered on an overall basis, no less favourable than the Employee's terms and conditions prior to accepting the new employment and the new Employer recognises the Employee's service with the first Employer.

17.6.3 Employees exempted

This clause does not apply to:

- 17.6.3.1 employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- 17.6.3.2 probationary employees;
- 17.6.3.3 apprentices;
- 17.6.3.4 trainees;
- 17.6.3.5 employees engaged for a specific period of time or for a specified task or tasks;
- 17.6.3.6 casual employees; or
- 17.6.3.7 an employee who is offered acceptable alternative employment in a transmission of business on terms and conditions no less favourable overall than their current employment.

17.6.4 Redeployment linked to redundancy

- 17.6.4.1 Where surplus positions are identified, opportunities for redeployment will be investigated and offered during a redeployment period which will equal the same period of notice as the employee would have been entitled to if the employment had been terminated. The redeployment period may be waived by agreement. At the end of the period (or earlier by mutual agreement) the Employee will:
 - 17.6.4.1.1 Be offered a redeployment position (subject to salary maintenance if applicable); or
 - 17.6.4.1.2 Be given appropriate notice of termination in accordance with this clause and be paid the relevant redundancy payment as per clause 17.3.
- 17.6.4.2 The employer will assess the suitability of a candidate for a redeployment opportunity on the basis of appropriate competencies, skills and qualifications, and the capacity of the employee to acquire the required skills within the same quantum of time and with the same training that would usually be provided to any new employee when starting in the position;
- 17.6.4.3 In cases of redeployment the employee's pre-redeployment wages will be maintained for a period of three (3) months, including base wages, allowances and penalties. Employees with more than five (5) years of continuous service will receive a further period of three (3) months salary maintenance (a total of six (6) months).

18 REDUNDANCY DISPUTES

- 18.1 Paragraphs 18.2 and 18.3 impose additional obligations on an employer where an employer contemplates termination of employment due to redundancy and a dispute arises (a redundancy dispute).

- 18.2 Where a redundancy dispute arises, and if it has not already done so, an employer must provide affected employees in good time, with relevant information including:
- 18.2.1 the reasons for any proposed redundancy;
 - 18.2.2 the number and categories of workers likely to be affected; and
 - 18.2.3 the period over which any proposed redundancies are intended to be carried out.
- 18.3 Where a redundancy dispute arises and discussions occur in accordance with this clause the employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the employees concerned.

PART 4 - WAGES AND RELATED MATTERS

19 FLEXIBLE WORKING ARRANGEMENTS, FILLING OF VACANCIES & HOURS OF WORK

19.1 Annual Leave relief will be built into all budgets.

19.2 Extended leave (eg. LSL or Maternity Leave) and Study Leave will be fully replaced.

19.3 Agency employment will be strictly limited to unexpected roster vacancies i.e. sick leave.

19.4 The employer will develop its own employee bank.

19.5 The hours for an ordinary week's work shall be 38, or be an average of 38 per week in a fortnight, or in a four week period or, by mutual agreement, in a five week period in the case of an employee working ten hour shifts and shall be worked either:

19.5.1 in five days in shifts of not more than eight hours each; or

19.5.2 in a fortnight of 76 hours in ten shifts of not more than eight hours each; or

19.5.3 in 152 hours per four-week period to be worked as nineteen shifts each of eight hours; or

19.5.4 by mutual agreement:

19.5.4.1 in four days in shifts of not more than ten hours each; or

19.5.4.2 in fortnight of 76 hours in eight shifts of not more than ten hours each; or

19.5.4.3 in six days in shifts of not more than eight hours each; or

19.5.4.4 in a fortnight of 76 hours in ten shifts of not more than eight hours each; or

19.5.4.5 or part time employees only in a fortnight of 76 hours up to eleven shifts of not more than eight hours each, provided that no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty within each pay period (fortnight).

19.6 The Program/Site and Corporate/Support Managers may work in excess of the number of hours fixed as a day's, a week's or a fortnight's work, as compensation, such employees are provided with an additional (38) thirty-eight hours of annual leave each year. Part-time employees receive a pro-rata entitlement.

19.7 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal) with one additional break if same is required by the employer, the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am.

19.8 An employee on evening or night duty who is not relieved from duty and "on call" during a rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time is to be counted as time worked.

19.9 Notice of days off

Except as provided in 19.10, in cases whereby virtue of the arrangement of their ordinary working hours an employee is entitled to a day off during their work cycle, such employee shall be advised by the employer at least 14 days in advance of the week day they are to take off.

19.10 Substitute days

An individual employee, with the agreement of their employer, may substitute the day he is to take off for another day.

19.10.1 An employee would therefore work on what would normally have been their accrued or rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the employee and the employer, provided that no less than seven days' notice is given before taking the banked accrued or rostered day(s) off.

19.10.2 No payments or penalty payment shall be made to employees working under this substitute banked accrued or rostered day off. However, the employer will maintain a record of the number of accrued or rostered days banked and will apply the Average Pay System during the weeks when an employee elects to take a banked accrued or rostered day off.

19.10.3 Employees terminating prior to taking any banked accrued or rostered day(s) off shall receive the following: Average weekly pay X number of banked substitute days Divided by 5.

19.11 Day/s Off in Each Week

19.11.1 Other than by mutual agreement, and at the written request of the employee, no employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.

19.11.2 Provided further that notwithstanding anything else contained in this part, where the employer requires an employee to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.

19.11.3 For the purposes of this clause the working week shall commence at midnight on a Sunday.

19.12 Where necessary an Employee shall be entitled to cease work ten minutes before their rostered finishing time to enable him/her to wash or to change their clothes.

19.13 If an employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift). No overtime is payable for the additional hour worked because of daylight saving.

19.14 Flexible Work Arrangements

Where an employee wishes to change their working arrangements then the employee may make a request to the employer for a change in their working arrangements. An Employee may request to commence a Flexible working arrangement, which may include:

19.14.1 Part-time hours;

19.14.2 Job share;

19.14.3 Gradual or staggered reduction in hours of work;

19.14.4 Purchased Leave in accordance with clause 44;

19.14.5 Reducing their current part-time or full time hours;

19.14.6 Redesigning their current part-time/full time position; or

19.14.7 Working from home.

19.14.8 Working from remote location.

19.14.9 Requesting a combination of all the above.

19.14.10 Span of ordinary hours

19.15 The Employee must have completed at least twelve months continuous service with the employer to be eligible to make a request pursuant to clause 19.14.

19.16 The employer must give the Employee a written response to the request within 21 days of receipt of the application stating whether the employer grants or refuses the request.

19.17 The employer may only refuse the request on reasonable business grounds; and

19.18 Where the employer refuses a request it must provide the Employee with a written response that includes details of the reason for refusal.

20.1 Classifications and Wage Rates

20.1.1 Classification and Wage Rates and Allowances are contained in Schedule 1 and Schedule 2 of this Agreement respectively and form part of this agreement. No employee will suffer any reduction in salary or entitlements as a result of this agreement.

20.1.2 The current wage rates prescribed in Schedule 1 will be increased as follows:

The minimum ordinary rates of pay for all ordinary hours worked by an employee at their appointed classification under this Agreement are calculated by using the "Current Rates" in each of the Tables within Schedule One – Classification and Wage Rates and applying the increases as follows:

- i. By 4% from the first full pay period on or after 1 July 2024, and ;
- ii. By the dollar amounts specified in Commonwealth Guidance implementing any Stage 3 Aged Care Work Value increases from 1 January 2025 set by the Expert Panel of the FWC; and
- iii. By 3.75% from the first full pay period on or after 1 July 2025; and
- iv. By the dollar amounts specified in Commonwealth Guidance implementing any Stage 3 Aged Care Work Value increases from 1 October 2025 as set by the Expert Panel of the FWC; and
- v. By 3.25% from the first full pay period on or after 1 July 2026.
- vi. By 3% from the first full pay period on or after 1 July 2027.
- vii. However, in accordance with clause (h) below and the illustrative example, the above wage increases will be applied to the applicable minimum rates of pay, which will include the increases required, in accordance with the Commonwealth Government's Guidance, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (ACWVC) Decision and the associated Aged Care Nurses Work Value Case.
- viii. Allowances that are not determined as a percentage of a wage rate under this Agreement (and other allowances not fixed as a percentage of the weekly rate,) shall be increased in accordance with the increases prescribed in Schedule One – Classification and Wage Rates.
- ix. FWC Aged Care Work Value Case (Stage 3):
 - In terms of next steps, the parties understand that:
 - following receipt of submissions from the parties to the ACWVC, including the Commonwealth Government, the FWC will hand down a further decision and subsequent Award Determinations under Stage 3 that provide the operative dates of the increases to the

minimum rates of pay in the Nurses Award, the Aged Care Award and SCHADS Award for the Stage 3 Classifications;

- the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and
- the Commission will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.
- Accordingly, the employer:
 - will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases; and
 - in doing so, maintain the quantum and timing of the wage increases at Schedule One section A of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 20.1.2.
- *Illustrative example:* A Wage Skill Group 4 Year 1 Direct Care worker is paid \$34.5470 on 1 August 2025, but the Commonwealth Government's funding and Guidance is to increase the applicable hourly rate by \$2.10 p/h on 1 October 2025. The employer will then apply the ACWV wage increase on 1 October 2025 to the hourly rate of \$34.5470 (with a new 1/10/25 hourly rate of \$36.647). This rate will then be used as the basis to apply subsequent wage increases; eg. the 1 July 2026 increase of 3.25% will be applied to the 1/10/25 hourly rate of \$36.647.
- When the Nurses WVC has been determined by the Commission, the Employer commits to:
 - increase the applicable minimum rates under this Agreement for Nurses in accordance with guidance / direction from the Commonwealth Government and where funded to do so;
 - maintain the quantum and timing of the wage increases at Schedule One section A of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 20.1.2.
 - promptly meet with the ANMF and HWU to discuss the implementation of the outcome.

20.1.3 Allowances that are not determined as a percentage of a wage rate under this Agreement shall be increased in accordance with Schedule One section A.

20.2 Minimum Rate of Pay – Employer Guarantee

- 20.2.1 So long as an Employee is subject to this Agreement, the basic periodic rate of pay that is payable to the Employee will not be less than the basic rate of pay which would have been applicable to the Employee under the Nurses Award 2010 or Aged Care Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010 had the Employee not been subject to this Agreement.
- 20.2.2 So long as a casual Employee is subject to this Agreement, the casual loading that is payable to the Employee will not be less than the default casual loading percentage provided by the Nurses Award 2010 or the Aged Care Award 2010 or the Social, Community, Home Care and Disability Services Industry Award 2010.

20.3 Incremental Progression

- 20.3.1 Incremental Progression is subject to meeting the requirements of the position descriptors and based on satisfactory performance in the previous year in accordance with the Performance Management Program ("PMP").
- 20.3.2 All employees will participate in the employer's PMP. In cases where a Performance Management Review is delayed, the anniversary date shall not be changed and any increase in salary will be paid retrospectively to the anniversary date. Movement to the next highest salary point will be effective from the employee's anniversary date.
- 20.3.3 An employee who has been on leave without pay in excess of three months, in aggregate, in a twelve month period, shall have the review delayed by the period of absence. Any resultant increase shall also be delayed by the period of absence. The delay will alter the employee's anniversary date with respect to this sub-clause.
- 20.3.4 Employees will progress annually, subject to satisfactory performance in the PMP review process, to the next incremental point within the band range of their level of appointment, until the top salary point is reached.
- 20.3.5 Where an employer is not satisfied that an employee's performance has met the requirements for the award of an increment the employee shall be informed of specifically how they have failed to meet the key criteria. The employee will be given an opportunity to raise mitigating circumstances or ongoing professional development of which the employer might be unaware. After considering any response from the employee the employer shall make a recommendation to defer or deny an increment if they consider that the employee has still not met the requirements for an incremental increase. Any recommendation shall include reasons and be provided in writing to the employee.
- 20.3.6 The recommendation by the employer to deny or defer an increment must be made, where practicable, no less than three months prior to the end of the relevant incremental period.

20.4 Training and professional development

20.4.1 An employee shall be permitted by the employer to be absent during ordinary working hours to attend agreed training and professional development courses. Such absences will be agreed between the employer and employee, and may be arranged in either of the following ways:

20.4.1.1 The employer will offer a Bursary Agreement to those employees who wish to undertake courses which require the employee to be absent during ordinary working hours on a regular basis for a period of three months or more. Absences from work for training and professional development taken under the provisions of this clause shall be to attend courses at an Australian university or TAFE College for a Degree or Diploma course in Nursing, Aged Care or Community Services, other courses relevant to the employment of the employees employment, services or profession to ensure the acquisition of any skill requirements as determined by this agreement.

20.4.1.2 A minimum of 5 days paid professional development leave per year (non-cumulative) will apply to all employees. Additional time off without loss of pay may be granted at the discretion of the employer. Such time may be taken as a block to attend a conference or when the employer requires the employee to undertake a course the attainment of which is required as part of their job classification and/or is relevant to their career development within the employer.

20.4.1.3 No application for training will be unreasonably refused.

20.4.1.4 A "day" for the purposes of this clause is the Employee's normal shift length (e.g. if an employee misses a night shift to undertake course during the day they will be paid the duration of the usual night shift). Paid professional development leave need not fall on a day that the employee is otherwise rostered to work. the Employer may choose to direct the Employee to undertake work during this period.

20.4.2 An employee shall be permitted to be absent during ordinary working hours without loss of pay in order to attend:

20.4.2.1 examinations or assessments necessary to obtain qualifications in such courses. The amount of absence shall allow (4) four clear working days other than a Saturday or a Sunday on each occasion for pre-examination study. Paid absences granted in respect to attend examinations and pre examination study shall not exceed (4) four clear working days per year.

20.4.2.2 Occupational Health and Safety training in accordance with the requirements of the Occupational Health and Safety Act.

20.5 Letter of Appointment and Service and Training Certificate

- 20.5.1 Each employee shall receive a Letter of Appointment, stating their actual weekly hours (other than a casual employee), classification, job title and name of applicable industrial instruments in accordance with Schedule 4.

Nothing in this clause shall limit the ability of a part time employee to agree to work additional shifts at ordinary rates, save for any other limits prescribed by this Agreement.

- 20.5.2 Upon termination of employment, howsoever occurring, the Employer shall upon request provide the Employee with a Service and Training Certificate in accordance with Schedule 4 detailing the following:

20.5.2.1 The Employee's classification at the time of termination,

20.5.2.2 The Employee's training including in-service training, self directed learning packages or other training on the Employee's file,

20.5.2.3 The period of the Employee's service,

20.5.2.4 The relevant contact point at the Employer to verify the information contained in the certificate.

- 20.5.3 Upon commencement of employment, the Employer will accept a Service and Training Certificate from the employee for the purpose of determining the appropriate classification or experience increment, subject to the following;

20.5.3.1 The Employee providing the Employer with a copy of the Certificate,

20.5.3.2 The issuing Employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

20.6 In Service Education and Training

- 20.6.1 All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities.

- 20.6.2 The employer will use every endeavour to support employees to complete training during normal working hours.

- 20.6.3 Where employees complete training on-site, the employer will ensure sufficient equipment and resources are available to Employees at their workplace for the relevant training to be completed.

- 20.6.4 The employer establishes a yearly training program each year, compulsory training is identified and scheduled and includes but is not limited to: fire and emergency training, manual handling training, challenging behaviours, infection control, food handling provided by the employer in each twelve month period or as required. Further compulsory training is based on individual requirements, for example, the requirement to renew First Aid Certificates on a three yearly basis. Compulsory training will be provided in

either face-to-face education sessions or as part of an on-line training programme.

- 20.6.5 Where mandatory training is required to be undertaken on-line, the employer will provide appropriate access to computers and paid time release to complete the modules. If the modules cannot be completed within rostered work time the employer may authorise the employee to complete the modules at home and in such cases will pay the employee for the nominated completion time of the module.
- 20.6.6 Where the employee attends compulsory training (face-to-face) other than during the course of a rostered shift, the minimum payment shall be:
- 20.6.6.1 the length of the training or one (1) hour whichever is the greater where the training is continuous with the rostered shift.
- 20.6.6.2 the length of the training or two (2) hours whichever is the greater where the employee attends training at their normal work site and the training is not continuous with the rostered shift.
- 20.6.6.3 Where the employee attends training at a place other than their normal work site, the length of the training or two (2) hours whichever is the greater, plus a payment per kilometre from their normal workplace to the training site, and payment of time worked where an employee is required to travel more than 20 minutes each way (in addition to their existing kilometers/time travelled between home and their usual place of work) to the training at a place other than their usual place of work
- 20.6.7 A training allowance will be paid to employees who have completed all of the required on-line training within the specified timeframe. Employees will be paid an allowance rate equivalent to their ordinary rate of pay, excluding any allowances, penalties and loadings..
- 20.6.8 Attendance at any training course other than those referred to at 20.6.3 above may be supported by the employer in accordance with Clause 20.4.1 of this Agreement. In particular, the parties acknowledge that it is highly desirable for employees to attend training provided by the employer.
- 20.6.9 Where an employee fails to complete compulsory training referred to at 20.6.2 and including compulsory online training they may be removed from the roster without pay until such time as they do so. the employer will take all reasonable steps to assist an employee to complete the aforementioned training.

21 SALARY PACKAGING

All employees covered by the Agreement will have access to salary packaging arrangements as follows:

- 21.1 By agreement with the employee, the current rate of pay specified in the Agreement may be salary packaged in accordance with the requirements of the Employer.
- 21.2 The employee shall compensate the Employer from within their base remuneration, for any FBT incurred as a consequence of any salary packaging arrangement the employee has entered into. Where the employee chooses not to pay any of the costs associated with their salary packaging, the Employer may cease the employee's salary packaging arrangement.
- 21.3 The parties agree that in the event that salary packaging ceases to be an advantage to the employee (including as a result of subsequent changes to FBT legislation), the employee may elect to convert the amount packaged to salary. Any costs associated with the conversion to salary shall be borne by the employee and the Employer shall not be liable to make up any benefit lost as a consequence of an employee's decision to convert to salary.
- 21.4 The employee shall be responsible for all costs associated with the administration of their salary packaging arrangements, provided that such costs shall be confined to reasonable commercial charges as levied directly by the external salary packaging provider and/or in-house payroll service (as applicable), as varied from time to time.
- 21.5 The parties recommend to employees who are considering salary packaging that they seek independent financial advice. The Employer shall not be held responsible in any way for the cost or outcome of any such advice, and furthermore, the parties agree that the employee shall pay any costs associated with salary packaging.
- 21.6 Superannuation contributions paid by the Employer into an approved fund will be calculated on the rate for the employee's classification rate (the pre-packaged rate) as varied by this Agreement.

22 PAYMENT OF WAGES

- 22.1 All wages shall be paid during working hours not later than Thursday following the end of the weekly or fortnightly pay period provided that:
 - 22.1.1 When a public holiday occurs on a Thursday or a Friday payment shall be made on the Wednesday;
- 22.2 When an employee has given notice of termination of employment or an employer has terminated an employee's service, payment of all, wages and other moneys owing to an employee shall be made to the employee.
- 22.3 If an employee is kept waiting for more than 24 hours such employee shall be paid overtime rates for the duration of the period until all such moneys owing are paid with a minimum payment of two hours and a maximum payment of 7 hours and 36 minutes per day.
- 22.4 Notwithstanding the above, this subclause will not come into effect if the payment of wages or other moneys owed falls on a bank holiday or declared public holiday. This

clause will come into effect upon the expiration of such a bank holiday or declared public holiday.

- 22.5 This subclause will not come into effect if any unforeseen event outside the control of the employer prevents the employer's ability to meet the requirements of this subclause.

23 OCCUPATIONAL SUPERANNUATION

- 23.1 The employer shall comply with all obligations relating to payment of occupational superannuation as provided for under the Superannuation Guarantee (Administration) Act 1992, the Superannuation Guarantee Charge Act 1992, the Superannuation Industry (Supervision) Act 1993 and the Superannuation (Resolution of Complaints) Act 1993 and associated Regulations as amended from time to time.

23.1.1 Fund shall mean HESTA or Health Super or any approved fund as agreed by the employer, which meets the requirements of the Superannuation Industry (Supervision) Act 1993 as a complying fund for occupational superannuation.

23.1.2 The employer shall contribute to the fund for any employee irrespective of age or earnings per fortnight.

23.2 Default fund

The employer shall provide each employee and each new employee upon commencement of employment with information on the funds. The employee shall then have 28 days to complete the information required, the employer shall then forward the employee's details to the employee's choice of fund. In the event that the employee does not select a fund of their choice, the employer will then forward superannuation contributions to the default fund. The default fund for the purposes of this agreement is HESTA.

23.3 Voluntary employee contributions

An employee may make additional voluntary contributions to their chosen fund from their salary and on receiving written authorisation from the employee the employer must commence making contributions to the fund in accordance with the Superannuation Industry Supervision Legislation (SIS).

23.4 Absence from work

23.4.1 Paid leave

23.4.1.1 Subject to the Trust Deed of the fund of which the employee is a member, absences from work will be treated in the following manner:

23.4.1.2 Contributions shall continue whilst a member of the fund is absent on paid leave such as annual leave, long service leave, public holidays, jury service, sick leave, paid parental leave and bereavement leave.

23.4.2 Unpaid leave

Contributions shall not be required to be made in respect of any absence from work without pay.

23.4.3 Work related injury and sickness

In the event of an eligible employee's absence from work due to work related injury or sickness, contributions will continue for the period of the absence (up to 52 weeks) provided that the member of the fund (employee) is receiving payments pursuant to workers' compensation legislation and in accordance with the provisions of the agreement dealing with accident pay (clause 24 - Accident Make-Up Pay).

23.5 Salary Sacrifice

23.5.1 An Employee may make an agreement with the Employer for salary sacrifice.

23.5.2 The Employee must specify an amount or a percentage of ordinary time earnings by which their salary is to be reduced ("the salary sacrifice").

23.5.3 The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.

23.5.4 The Employer will continue to calculate the contributions required by clause 23.1 above and the Superannuation Guarantee (Administration) Act 1992 on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.

23.5.5 Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

23.5.6 Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.

23.5.7 The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.

23.5.8 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

23.6 The employer must make such superannuation contributions to a superannuation fund for the benefit of an employee per payment cycle and as will avoid the employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that employee.

24 ACCIDENT MAKE-UP PAY

- 24.1 The conditions under which an employee shall qualify for accident make-up payment shall be as prescribed hereunder:
- 24.1.1 The employer shall pay an employee accident make-up payment where the employee receives an injury for which weekly payment of compensation is payable by or on behalf of the employer pursuant to the provisions of the appropriate Workers' Compensation Act or Ordinance as amended from time to time.
- 24.1.2 Accident make-up payment means a weekly payment of an amount being the difference between the weekly amount of compensation paid to the employee pursuant to the said appropriate Workers' Compensation Act or Ordinance and the employee's appropriate agreement rate, or, where the incapacity is for a lesser period than one week, the difference between the amount of compensation and the said agreement rate for that period. For the purposes of this Agreement "appropriate agreement rate" includes additional remuneration by way of qualifications allowances and seniors allowance, shift allowances and Saturday and Sunday rates, overtime payments, special rates or other similar regular payments. For the purposes of this clause the total rate will be determined by averaging the payments to the Employee during the last 13 weeks at work.
- 24.1.3 The employer shall pay, or cause to be paid, accident make-up payment during the incapacity of the employee within the meaning of the said appropriate Act or Ordinance until such incapacity ceases or until the expiration of a period of 39 weeks from the date of injury, payment prescribed shall apply only in respect of an incapacity which results from an injury which is current during the first pay period commencing on or after or which occurs subsequent to that pay period.
- 24.1.4 The liability of the employer to pay make-up payment in accordance with this clause shall arise as at the date of the injury or accident in respect of which compensation is payable under the said appropriate Act or Ordinance, and the termination of the employee's employment for any reason during the period of any incapacity shall in no way affect the liability of the employer to pay accident make-up payment as provided in this clause.
- 24.1.5 In the event that the employee receives a lump sum in redemption of weekly payments under the appropriate Act or Ordinance, the liability of the employer to pay accident make-up payment as herein provided shall cease from the date of such redemption.
- 24.1.6 Where an employee is absent from duty on account of a disability or required to attend a chiropodist/podiatrist, chiropractor, dentist, optometrist, osteopath, physiotherapist or psychologist, the employee shall be granted out of personal leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal leave accrual year.

PART 5 – ROSTERS, OVERTIME, SHIFT WORK, WEEKEND WORK AND HOLIDAYS

25 ROSTERS

25.1 Publication

- 25.1.1 A roster of at least fourteen days duration setting out Employees' daily availability (commencing and finishing times) and minimum hours of work per fortnight shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the ANMF, AWU, ASU, HACSU and HWU.
- 25.1.2 Except as in emergency situations, any changes in roster will be agreed between the Employee and Employer prior to the posting of the roster.
- 25.1.3 At the end of each working week, a further personal roster shall be produced and provided to each employee setting out their daily ordinary working hours, commencing and finishing times, office time and meal intervals for the week to come. All work allocated on the roster shall be within the parameters of the employee's daily agreed pattern of work and provide at least the minimum number of working hours as established at 15.1.
- 25.1.4 Where the employer has no accrued entitlements work for the employee to perform at any particular worksite the employer may require the employee to work in other areas of the employer's business only if that work is within the employee's skills and usual scope of practice and only if the circumstances are reasonable taking into account the location, environment and nature of the work.
- 25.1.5 The roster or rosters shall be drawn up, other than in emergency situations, so as to provide at least eight hours between successive ordinary shifts.
- 25.1.6 Where the Employer changes the Employee's roster without seven days' written notice to the Employee, the Employee will be paid as per schedule 2 Allowances. This clause only applies to those staff working in residential aged care facilities.
- 25.1.7 The change of roster allowance will be paid in relation to each change.
- 25.1.8 This allowance is not payable to a part-time Employee who requests to work an additional shift that is in addition to the Employee's normal rostered hours.
- 25.1.9 This clause shall not apply to casual Employees.

- 25.2 In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of 25.1 above, if not resolved at the workplace it shall be referred to the Fair Work Commission for resolution in accordance with the Dispute Resolution Procedure of the Agreement.

26 SHORT TERM REDEPLOYMENT AND CLIENT CANCELLATION

Short Term Redeployment

- 26.1 Where work undertaken by an employee is no longer available due to client request the employer will redeploy the employee who performs that work to a suitable position that takes into account their skill and experience and, as far as practicable, maintains their status and conditions of employment, at the same remuneration level and within reasonable geographic proximity to their previous role.
- 26.2 Short term redeployment is not engaged if a client cancels a shift or engagement. In the circumstance of client cancellation provisions are to apply.
- 26.3 For the purposes of this clause, reasonable geographic proximity is where an employee is required to travel less than 20 minutes each way (in addition to their existing kilometers/time travelled between home and their previous workplace) to their new workplace.
- 26.4 Where the employee refuses alternate duties offered they may take paid or unpaid leave.
- 26.5 Where the travel does exceed 20 minutes in addition to the employee's normal travel time, the employee will be paid this additional travel time as time worked.

Client cancellation

- 26.6 Client cancellation applies where a client cancels a scheduled home care or disability service, within 7 days of the scheduled service, which a full-time or part-time employee was rostered to provide. For the purposes of clause 26.7 to, a client cancellation includes where a client reschedules a scheduled home care or disability service.
- 26.6.1 Where a service is cancelled by a client under clause 26, the employer may either:
- direct the employee to perform other work during those hours in which they were rostered; or
 - cancel the rostered shift or the affected part of the shift.
- 26.7 Where Client Cancellation applies, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- 26.8 Where Client Cancellation applies, the employer must either:
- pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - subject to clause 26, provide the employee with make-up time in accordance with clause 26.

26.9 The make-up time arrangement can only be used where the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 26.8 applies.

26.9.1 Where the employer elects to provide make-up time:

- 26.9.1.1 despite clause 25, the employer must provide the employee with 7 days' notice of the make-up time (or a lesser period by agreement with the employee);
- 26.9.1.2 the make-up time must be worked within 6 weeks of the date of the cancelled service;
- 26.9.1.3 the employer must consult with the employee in accordance with clause 10 (Consultation) about changes to rosters or hours of work regarding when the make-up time is to be worked;
- 26.9.1.4 the make-up time can include work with other clients or in other areas of the employer's business provided the employee has the skill and competence to perform the work; and
- 26.9.1.5 an employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- 26.9.1.6 In the event that a client cancels a scheduled service, the employee may request to rearrange other clients scheduled for later in the day to fill the time of the cancelled service, thereby reducing the overall shift length. The employee will be compensated for the hours worked, and this arrangement can only be implemented at the employee's request.

26.10 Clause 26 is intended to operate in conjunction with clause 25 and does not prevent an employer from changing a roster under clause 25.

27 OVERTIME

27.1 Only authorised overtime shall be paid.

27.2 The following overtime rates shall be paid for all work done:

27.2.1 In excess of a number of hours fixed as a day's, a week's or a fortnight's work as the case may be - time and one half for the first two hours and double time thereafter.

27.2.2 Notwithstanding 27.2.1 above single day absences for Sick Leave, Family, Annual or any other paid leave shall not be included in the calculation for overtime payments.

27.2.3 As overtime outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time.

27.2.4 for all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time.

- 27.2.5 for all authorised overtime on a public holiday, payment will be made at the rate of double time and a half.
- 27.2.6 For the purposes of this clause, in accruing or calculating payment for overtime, each period of overtime shall stand alone.
- 27.3 By agreement with the employer, an employee may take the proportionate time off in lieu of payment of such overtime at the appropriate overtime rates as specified in 27.2. Such time in lieu shall be taken as mutually agreed between the Employer and Employee, provided that accrual of such leave shall not extend beyond a 28 day period. Where such time has not been taken within the 28 day period, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
- 27.4 When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that employees have at least ten consecutive hours off duty between the work of successive shifts.
- 27.5 An employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall, subject to this paragraph, be released after completion of such overtime worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absences.
- 27.6 Further, an employee who does not receive at least eight consecutive hours off duty between the termination of their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty shall also be subject to the provisions of this sub clause. If on the instructions of her/his employer such an employee resumes or continues work without having had such eight (between ordinary shifts) or ten hours (after overtime) continuously off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall be entitled to be absent until they have had eight or ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- 27.7 Subject to clause 27.8, an employer may require an employee to work reasonable overtime at overtime rates.
- 27.8 An employee may refuse to work overtime in circumstances where the working of such overtime would result in the employee working hours which are unreasonable having regard to:
- 27.8.1 Any risk to employee's health and safety;
- 27.8.2 The employees' personal circumstances including any family responsibilities;
- 27.8.3 The need of the workplace or enterprise;
- 27.8.4 The notice (if any) given by the employer of the overtime and by the employee of their intention to refuse it; and

27.8.5 Any other relevant matter.

27.9 In the event of an Employee finishing any period of overtime at a time when reasonable means of transport are not available for the employee to return to her/his place of residence the employer shall provide adequate transport free of cost to the Employee.

27.10 This Clause shall not apply to the Senior Manager Aged Care Services, Corporate /Support Managers, Site and Program Managers however titled.

28 PENALTY RATES FOR SHIFT WORK

28.1 For the purposes of this clause:

28.1.1 Shift worker will mean an employee who is required to work all or part of their ordinary hours of work outside the spread of hours of 6.30 a.m. – 6.00 p.m. on a rostered basis and/or works a minimum of (10) ten weekend shifts (either Saturday or Sunday) of not less than (4) four hours each per year.

28.1.2 Morning Shift will mean where the rostered shift commence between 6.00 a.m. and 6.30 a.m.

28.1.3 Afternoon shift will mean a complete rostered shift of any number of hours which finishes at or after 6.00 p.m and before 12 midnight.

28.1.4 Night Shift will mean a completed rostered shift which finishes after midnight. From the commencement of this Agreement there is no distinction between occasional night shift and permanent night shift

28.1.5 Rostered day off will mean the entitlement to a day off.

28.1.6 Programmed day off will mean the normal days off duty provided for in accordance with the rostering provisions contained in this clause and relate to shift work.

28.2 Shift penalty

28.2.1 An employee working on:

28.2.1.1 A morning shift from Monday to Sunday inclusive will be paid an allowance as per Schedule 2 of this agreement in addition to the ordinary rate;

28.2.1.2 an afternoon shift from Monday to Sunday inclusive, will be paid an allowance as per Schedule 2 of this agreement in addition to the ordinary rate;

28.2.1.3 a night shift from Monday to Sunday inclusive, will be paid an allowance as per Schedule 2 of this agreement in addition to the ordinary rates.

28.2.2 The additional payments prescribed in clause 28.2.1 hereof will form part of the employee's ordinary pay for the purposes of this agreement.

28.2.3 An employee will have at least eight hours free from duty between the completion of one ordinary rostered shift and the commencement of the next ordinary rostered shift.

28.2.4 Change of shift allowance is not payable.

29 SPECIAL RATES FOR SATURDAYS AND SUNDAYS AND PUBLIC HOLIDAYS

An employee who is required to perform rostered hours of ordinary duty on:

29.1 A Saturday shall be paid 50% more for each hour of ordinary duty worked ;

29.2 A Sunday shall be paid 100% more for each hour of ordinary duty worked.

29.3 A Public Holiday shall be paid 150% more for each hour of ordinary duty worked.

30 PUBLIC HOLIDAYS

30.1 An employee shall be entitled to holidays on the following days:

30.1.1 New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and

30.1.2 the following days, as prescribed in the relevant States, Territories and localities: Australia Day, Anzac Day, Monarch's (King/Queen)'s Birthday, AFL Grand Final Eve Day (Victoria only), Eight Hour Day or Labour Day; and

30.1.3 Melbourne Cup Day (Victoria only) or in lieu of Melbourne Cup Day (Victoria only), some other day as determined in a particular locality.

30.1.4 In Tasmania, local applicable Public Holidays prescribed by the Statutory Holidays Act 2000.

30.2 Holidays in lieu

30.2.1 When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.

30.2.2 When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.

30.2.3 When New Year's Day or Australia Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on the next Monday.

30.2.4 Where an employee works on Christmas Day or Boxing Day falling on a Saturday or Sunday they will be paid the appropriate public Holiday rate for those days and have no entitlement for the substitute days

30.3 Additional days

Where in the States, Territories or locality, public holidays are declared or prescribed on days other than those set out in 30.1 and 30.2 above, those days shall constitute additional holidays for the purpose of this Agreement and penalty rates will apply.

30.3.1 Employees rostered to work on public holidays and who fail to do so shall not be entitled to holiday pay for the said holiday.

30.3.1.1 If an employee works on any of such holidays (including additional days) or such holiday occurs on their rostered day off they shall be paid at the ordinary time rate of pay for the time so worked, in addition to which they shall be entitled to receive:

30.3.1.1.1 within four weeks following the date on which such holiday occurred;

30.3.1.1.2 150% more for each hour of ordinary duty;

30.3.1.1.3 Time off in lieu of payment of penalty rates accrued at 150% more than the ordinary hours worked, of which at least seven days' notice shall be given;

30.3.1.1.4 one and a half days shall be added to their annual leave;

30.3.2 in the case of an employee not qualifying for annual leave and where none of the provisions of 30.3.1 have been applied:

30.3.2.1 the one and a half days' pay shall be added to the payment in lieu of annual leave; and

30.3.2.2 one and a half times the ordinary time rate of pay for any work done in excess of eight hours.

30.4 In respect of Easter Saturday, an employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.

30.4.1 Notwithstanding the earlier provisions of this clause a shift worker (as defined in clause 43 - Annual Leave) who works on any of the holidays set out in 30.1 shall be entitled (in lieu of any entitlement under 30.2) to one and a half extra days' pay on the first pay day following the end of the pay period during which the holiday falls.

30.4.2 If, at the end of the yearly period in respect of which their annual leave accrues such shiftworker does not become entitled to additional leave under clause 43 - Annual Leave they shall, at the option of the employer, be entitled to one and a half extra days' pay or one and a half extra days' annual leave for each such holiday on which they were rostered off.

30.4.3 Where an employee's accrued day off falls on any such public holiday, a substitute day shall be determined by the employer to be taken in lieu thereof, such day to be within the same four week cycle where practical.

30.5 Notwithstanding the provisions of 30.2, with the exception of Easter Saturday, an employee who is ordinarily not required to work on a Sunday or Saturday shall not be entitled to any benefit for any public holidays which may fall on or are observed on a Saturday or a Sunday unless they is required to work on any such public holiday.

30.6 Part-Time Employees

In determining whether a part-time employee who works a rotating roster is entitled to receive rostered off benefits for a particular public holiday, the employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more on the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday. Days on which the employee was on leave, paid training or other leave or activity approved by the employer are deemed to be a day 'worked' for the purposes of this calculation.

30.7 Distribution of a roster in accordance with the rostering provisions of this agreement will be taken as a request, rather than a direction, for an employee to work a public holiday.

30.8 An employee is entitled to be absent from their employment on a day or part – day that is a public holiday in the place where the employee is based for work purposes.

30.8.1 However , an employer may request an employee to work on a public holiday if the request is reasonable.

30.8.2 If an employer requests an employee to work on a public holiday, the employee may refuse the request if:

- the nature of the employer's workplace or enterprise (including its operational requirements), and the nature of the work performed by the employee;
- the employee's personal circumstances, including family responsibilities;
- whether the employee could reasonably expect that the employer might request work on the public holiday;
- whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
- the type of employment of the employee (for example, whether full - time, part - time, casual or shiftwork);
- the amount of notice in advance of the public holiday given by the employer when making the request;
- in relation to the refusal of a request--the amount of notice in advance of the public holiday given by the employee when refusing the request;
- any other relevant matter.

31 MEAL INTERVALS AND REST BREAKS

31.1 Meal intervals

- 31.1.1 Except as provided in 31.2 hereof, a meal interval of not less than 30 minutes and not more than 60 minutes shall be allowed for each employee during the first five hours of each shift. Such meal interval shall not be counted as time worked.
- 31.1.2 Each employee on night duty who is not relieved from duty (and "on call") during the rostered meal interval shall be granted a meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Such time to be counted as time worked.
- 31.1.3 The above arrangement may also be adopted in any case where there is mutual agreement between employer and employee.

31.2 Rest intervals

- 31.2.1 Two separate 10 minute intervals (in addition to meal breaks) will be allowed to each employee on duty during each ordinary shift of 7.6 hours or more.
- 31.2.2 Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period or part thereof greater than 2 hours.
- 31.2.3 Subject to mutual agreement, such intervals may alternatively be taken as one 20 minute interval.
- 31.2.4 Tea breaks will count as time worked.

32 RESIDENT HOLIDAYS

Where an employee agrees to supervise residents on holiday or excursion activities involving overnight stays from home, the following provisions will apply:

32.1 Monday to Friday

- 32.1.1 Employees will be paid at the ordinary rate of pay for time worked between the hours of 6.30 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.

32.2 Weekend and Public Holidays

- 32.2.1 Employees will be paid a 50% loading for time worked on a Saturday between the hours of 6.30 am to 6.00 pm up to a maximum of 10 hours per day.
- 32.2.2 Employees will be paid a loading of 100% for time worked on a Sunday between the hours of 6.30am and 6pm up to a maximum of 10 hours per day.
- 32.2.3 Employees will be paid a 150% loading for time worked on a public holiday between the hours of 6.30 am to 6.00 pm up to a maximum of 10 hours per day.
- 32.2.4 These loadings are in substitution for and not cumulative upon the casual loading prescribed in clause 15.4.1.1.

32.3 Time instead of overtime pay

- 32.3.1 All hours worked outside those specified above will be accrued as time instead of overtime pay (TOIL) on an hour for hour basis.
- 32.3.2 TOIL is to be taken within 6 months of accrual at a mutually agreed time or, in the absence of agreement, as required by the employer. TOIL will be paid out at the applicable penalty rates if not taken within 6 months.
- 32.3.3 Clauses 27.4-27.6 do not apply to resident holidays/excursions involving overnight stays.
- 32.3.4 This sub-clause does not apply to casual employees who will be paid for all hours worked on resident holidays/ excursions at their ordinary rate plus either the casual loading or the applicable weekend or public holiday loading.

32.4 Other Conditions

- 32.4.1 Meal and rest breaks will be in accordance with clause 31, except that, where it is not practical for the employee to take an unpaid meal break during the first five hours of a shift, the unpaid meal break is to be taken as soon as practicable and all ordinary hours after the meal break will be paid at the ordinary rate of pay. Employees are not required to have their meal breaks with the resident but if they choose to do so, this will not be counted as time worked.
- 32.4.2 In most instances the employer will make a vehicle available for employees and will pay for food, accommodation and associated travel costs during the resident holiday/ excursion. Otherwise, employees will be reimbursed in accordance with clauses 38.1 and 39.1. No meal allowance is payable.
- 32.4.3 When an employee is rostered to be available to be called to active duty overnight, they will be paid sleepover allowance in accordance with clause 41. Only one employee will be rostered as such each night.
- 32.4.4 The shift work, on call allowance and recall provisions of this Agreement do not apply to resident holidays/ excursions involving overnight stays.
- 32.4.5 Clause 25 Rosters does not apply to resident holidays/ excursions involving overnight stays.

PART 6 - ALLOWANCES

33 HIGHER DUTIES ALLOWANCE

An employee who is called upon to perform the duties of another employee in a higher classification under this agreement for a period of 2 hours or more shall be paid for the period for which duties are assumed at a rate not less than the minimum rate prescribed for the classification applying to the employee so relieved.

34 MEAL BREAK AND MEAL ALLOWANCE

34.1 By arrangement with the employees on each shift, an unpaid meal break of up to one hour but not less than one half hour will be allowed free of all duty, including the right to leave the site during the meal interval. Provided further that the employee must ensure that another employee remains on duty prior to leaving the site during the meal interval.

34.2 When an employee, including a nurse who is required to carry drug medication keys, is interrupted during a meal break, including by a call to duty, the extent of the interruption will be counted as time worked and the employee will be allowed to continue the meal break as soon as practicable. If it is impracticable for the employee to complete the meal break during the remainder of the ordinary working hours, the employee will be paid for the time worked.

34.3 Notwithstanding the provisions of clause 34.1 hereof, where an employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, including shift penalty.

34.4 An employee with the agreement of the employer may elect to take an unpaid meal break after the normal meal period. In such a case, all ordinary hours after the meal period will be paid at the ordinary rate of pay, including shift penalty.

34.5 At times suitable to the employer, rest periods will be allocated as per Clause 31.2 of this Agreement to each employee during each period of ordinary rostered hours and shall be counted as time worked. Employees may be required to remain available for work during said rest periods.

34.6 Where an employee is required to work overtime a meal allowance will be payable as per Schedule Two (2) Allowances.

35 ON CALL ALLOWANCE

35.1 Any employee required by the employer to be on-call (i.e. rostered as such and available to be recalled for duty) shall be paid an allowance as per Schedule Two (2) Allowances.

35.2 The allowance shall be paid as per schedule 2 of this agreement:

35.2.1 from 5pm to 9am each day of the year, and

35.2.2 from 9am to 5pm Saturday, Sunday and Public Holidays

- 35.3 The employer will provide all on-call employees with equipment required to provide an appropriate on-call service. Equipment includes a mobile phone and (where appropriate) a laptop computer or internet enabled tablet. Equipment is provided to ensure that on-call employees can, as far as possible, address issues which arise without returning to the worksite to access information.
- 35.4 This Clause shall not apply to the Senior Manager Aged Care Services, Housing Support Manager, Corporate and Support Services Managers, Site and Program Managers.

36 RE-CALL TO WORKPLACE

- 36.1 In the event of an employee who is on-call being recalled back to the workplace for any period during an off duty period such employee shall be paid from the time of receiving recall until the time of finishing such recall duty in accordance with clause 27 – Overtime.
- 36.2 Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate (clause 27).
- 36.3 Provided that if the work that is the subject of the recall takes less than three hours to complete, then the Employee may leave the workplace.
- 36.4 Provided that if the employee who is on-call is recalled and does not have an uninterrupted break of ten hours between completion of the recall overtime and the time of commencement the next period of ordinary duty they shall be entitled to time off of ten hours from the time of finishing the last recall overtime and the time of commencing their next ordinary rostered period of duty without loss of pay. Otherwise the provisions of the overtime clause apply.
- 36.5 No employee shall attend the workplace for recall purposes without approval of the relevant Manager.

37 REMOTE WORK

- 37.1 Where an employee is on-call and recalled to duty or work is performed without the Employee having to return to their workplace, such as by telephone, such Employee will be paid a minimum of one hour's overtime, provided that multiple recalls within a discrete hour will not attract additional payment.
- 37.2 This clause does not apply to text messages or phone calls from staff reporting for duty or staff reporting that they have completed their work.
- 37.3 This Clause shall not apply to the Senior Manager Aged Care Services, Corporate Managers, Site and Program Managers.

38 MANAGER AVAILABILITY

- 38.1 Twenty four hour phone contact in emergency situations or in situations where staff require additional assistance/advice is available with the Executive Team and/or Site and specific Program Managers to all On-Call staff and staff working in Supervisory or In-Charge position after hours.
- 38.2 This clause will only apply to those Program Managers where after-hours Manager Availability is required by the employer.
- 38.3 Should the Senior Manager Aged Care Services, Corporate/Support Services Managers, Site or Program Manager, following consultation with their direct line supervisor, be authorized to be re-called to duty, payment will be made as per clause 36 – Re-Call to Workplace.
- 38.4 The employer requires that the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers, will manage their availability so as to ensure that it does not significantly impact on their personal life outside of work hours. For this reason, the Senior Manager Aged Care Services, Site or Program Manager (as defined) may not be available to take calls, and staff should then contact an Executive Manager for support and/or advice.
- 38.5 Wherever possible, the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers, are not rostered on-call. Where a Site or Program Manager does form part of the on-call roster at their site, the provisions of clauses 34 – On Call, 35 – Re-Call to Workplace and 36 - Re-Call Not Requiring Return to Workplace will apply.
- 38.6 In lieu of any on-call payment, the Senior Manager Aged Care Services, Housing Support Manager, Corporate Services Managers, Site and Program Managers as defined in sub-clause 38.2 will receive up to an additional (38) thirty-eight hours of annual leave. Entitlement to the additional leave allocation will be calculated at the employee's anniversary date each year and will be reduced by any periods of paid and rostered on-call work performed in the preceding year (ie: an employee who had been paid and rostered for 4 weeks on-call work would receive 48/52 of the 38 hour annual leave allowance described above). A pro-rata allocation will be provided to part-time staff.

39 TRAVEL ALLOWANCE

- 39.1 Should an employee be required to use their own vehicle on their employer's business, the employee is to receive a vehicle allowance in accordance with Schedule 2 Allowances. The vehicle allowance will at no stage be less than the equivalent allowance in the applicable Modern Award.
- 39.2 An employee required to travel by other means in connection with their work shall be reimbursed all reasonable travelling expenses incurred.
- 39.3 Where an employee is called on duty at night or other than their normal hours or on any non-working day, they shall be reimbursed their fares, or, if using their own vehicle to travel between their home and place of work, shall receive a travelling allowance as set out in 39.1.

- 39.4 Where an employee is required to work at times and/or in places where the use of public transport could reasonably be deemed to place the employee in a position of possible personal risk, the employer shall provide suitable transport or shall authorise the employee to use their own vehicle. This clause shall include, where applicable, the employee's travelling between their home and place of work.

40 TRAVELLING EXPENSES / PROTECTIVE CLOTHING ALLOWANCE

- 40.1 An employee required to stay away from home overnight shall be reimbursed the out of pocket cost of accommodation, fares and meals.
- 40.2 The employer provides appropriate protective clothing to employees and therefore no protective clothing allowance is available. The need for protective clothing is assessed by the employer's OHS Officers and provided as recommended in order to meet health and safety standards.

41 LEADERS' ALLOWANCE

- 41.1 Where the employer requires the employee to perform work that represents a net addition to the work value of the substantive role of equivalent employees the worker will be eligible for a Leaders' Allowance as per schedule 2 of this Agreement.
- 41.2 The function/duties representing a net addition to work value may be through additional function(s) or a special project assigned and/or an increased emphasis in a core function already undertaken and would be characterised by:
- 41.2.1 the additional function/duties of higher work value are a regular and on-going requirement; and/or
 - 41.2.2 the necessity for additional training in a particular aspect of the role, over and above that applicable to equivalent employees in similar areas; and/or
 - 41.2.3 experience of three months in the role, coupled with "on the job" training where provided by the employer; and/or
 - 41.2.4 a greater level of judgement is required from the employee, whereby the employee is capable of making independent decisions to a degree not generally expected of the equivalent employee in similar areas; and/or
 - 41.2.5 a higher degree of accountability is expected for work undertaken, such that the employee is clearly performing at a level above her/his peers in similar areas.

42 SLEEPOVER ALLOWANCE

- 42.1 A sleepover is a non-active period of duty within a hostel, retirement village or supported residential service (but not a high care facility) where an employee is available

to be called to active duty whilst sleeping over at the place of work. Sleepovers are not performed in social and community services or home care.

42.2 Where the employer requires an employee to sleepover during the course of their employment, the following arrangements shall apply:

42.2.1 An employee shall be entitled to a payment per sleepover period in accordance with schedule 2.

42.2.2 Any work performed during a sleepover period by the employee, shall be paid for at the rate of time and one half for the first two hours and double time thereafter. The payments referred to above shall not extend beyond the period of sleepover.

42.2.3 If during the sleepover the employee is called to active duty four or more times, the entire period of sleepover shall be treated as active duty and the appropriate payments shall be paid (i.e. Ordinary time for the duration of the sleepover and in addition to appropriate shift penalty).

42.2.4 The sleepover period shall not exceed ten hours duration and shall commence no earlier than 10.00pm and finish no later than 8.00am.

42.2.5 No employee shall be engaged to perform sleepover duty only (i.e. There must be a period of active duty either before or after the period of sleepover of no less than two hours' duration) other than as provided for in clause 42.5.

42.2.5.1 The provisions of the overtime Clause of this Agreement will not apply.

42.2.5.2 In the event of the provisions of clause 42.2.5 hereof being applied, and where the employee performing sleepover is rostered to work an active shift immediately after the sleepover shift, the employee shall be required to work no more than two hours, commencing from the conclusion of the sleepover duty.

42.3 Employees who work sleepover shall be entitled to annual leave, sick leave and long service leave entitlements inclusive of sleepover payment and as per Agreement provisions. The method for calculating entitlements where an employee works a sleepover will be as follows:

42.3.1 An employee is entitled to payment of an amount equal to the weekly average of sleepover payments received (averaged over the immediately preceding twelve month accrual period) for each week of annual leave and long service leave accrued; and

42.3.2 In addition the average active hours of duty during the sleepover period (averaged over the immediately preceding twelve month accrual period) accrued annual leave, long service leave and sick leave as per the Agreement.

42.4 Where an employee is required to sleepover during the course of their employment, the employer shall, free of cost to the employee:

- 42.4.1 Ensure the provision of healthy accommodation at no cost to the employee. Separate bedrooms will be provided. Separate beds shall be provided for each employee and in no case shall more than one employee be required to occupy the same bedroom.
- 42.4.2 Provide at some reasonably convenient place a separate bathroom or shower room.
- 42.4.3 Provide clean linen, cutlery, crockery and blankets for the use of the employee on the premises.
- 42.5 Where the employer has taken all steps practicable and is unable to fill a vacant sleepover shift in accordance with the provisions of clause 42.2.6 they may by mutual agreement with an employee engage that employee to sleepover only. All other provisions of this clause shall apply.
- 42.6 Any dispute arising out of the application of clause 42.2 above shall be dealt with in accordance with disputes settlement provisions of this agreement.
- 42.7 For the term of this agreement this clause does not apply to Ron Conn.

43 HIGHER QUALIFICATIONS ALLOWANCE

Higher Qualifications Allowance – Professional, Degree Holder e.g. Registered Nurse, Social Worker

- 43.1 An employee with a qualification of Bachelor Degree and who achieves an additional relevant higher qualification will be entitled to a qualification allowance as set out below, subject to the following:
 - 43.1.1 The additional qualification must not be required as a component of the position held.
 - 43.1.2 Where an employee is paid at a higher rate than the rate set down in schedule 2 of this Agreement an additional qualification allowance will only be paid:
 - 43.1.2.1 Where the employer and the individual employee have made agreement for such payment, or
 - 43.1.2.2 When the sum of the pay rate in schedule 2 plus the higher qualifications allowance is greater than the rate of pay the employee currently receives.
 - 43.1.3 An Employee holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant and required as part of their work at the employer. In the case of qualifications regarding Management, such qualifications will be deemed relevant where the employee is classified at a level which may require coordination, supervision or management of other staff.

- 43.1.4 In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
- 43.1.4.1 the clinical or other area of work
 - 43.1.4.2 the classification and position description of the Employee;
 - 43.1.4.3 whether the qualification would assist the Employee in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the area in which the Employee is usually employed.
- 43.1.5 For the avoidance of doubt, a qualification allowance cannot be claimed by in respect of that Employee's base degree qualification with the exception of:
- 43.1.5.1 A double degree
 - 43.1.5.2 A four year degree
 - 43.1.5.3 An honours degree
 - 43.1.5.4 A Masters degree
 - 43.1.5.5 A Doctorate
- 43.1.6 Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- 43.2 An employee who has a qualification of Certificate III, Certificate IV, Diploma or Advanced Diploma and achieves an additional relevant higher qualification or sufficient modules toward a higher qualification will be entitled to a qualification allowance as set out below. An Employee who holds a certificate or qualification or component of a qualification in which it is demonstrated that a component of the qualification is applicable to her/his area of practice and/or work at the employer shall be entitled to payment of higher qualifications allowance.
- 43.3 Payment of Higher Qualification Allowance
- 43.3.1 Provided that only one allowance is payable to each eligible Employee, being the allowance for the highest qualification or greater number of certificates held, and provided that the qualification or certificate or certificates of attainment or qualification is relevant to the work performed.
 - 43.3.2 An Employee claiming entitlements to a qualification allowance must provide the Employer with evidence that the Employee holds that additional degree, qualification or certificate/s for which the entitlement is claimed.
 - 43.3.3 The allowances are to be paid during all hours worked and all periods of leave except sick leave beyond 21 days and long service leave.

43.3.4 The allowance is to be paid on a pro-rata basis for non-full-time Employees.

43.3.5 The 'Allowance' rates under this Clause for all employees is set down in Schedule 2 of this Agreement which prescribes the hourly allowance rate for each level of higher qualification achieved.

PART 7 - LEAVE

44 ANNUAL LEAVE, LEAVE LOADING AND CLOSE DOWN

Period of leave

44.1 An employee who has been employed by the employer for a period of not less than twelve months shall be entitled to:

44.1.1 152 hours leave on ordinary pay;

44.1.2 an additional 38 hours leave on ordinary pay for all shift workers as defined in sub-clause 28.1 of this Agreement;

44.1.3 an additional 38 hours leave on ordinary pay for the Senior Manager Aged Care Services, and Site and Specific Program Managers in accordance with clause 38 – Manager Availability;

44.1.4 an additional 38 hours leave on ordinary pay or part thereof for the Senior Manager Aged Care Services, Corporate Services Managers, Site and Program Managers as defined, and in accordance with sub-clause 19.6 of this Agreement.

44.2 Part-time employees annual leave entitlement will be calculated on a pro-rata basis. Any additional hours worked outside of the employee's normal hours of work will be included when calculating their annual leave entitlement.

44.3 Annual leave exclusive of public holidays

The annual leave prescribed in 44.1 shall be exclusive of any of the holidays prescribed by clause 30 - Public Holidays and if any such holiday falls within an employee's period of annual leave and is observed on a day which in the case of that employee would have been an ordinary working day there shall be added to the period of annual leave time equivalent to the ordinary time which the employee would have worked if such day had not been a holiday.

44.4 Leave to be taken

The annual leave provided for by this clause shall be allowed and shall be taken and except as provided by 44.7 payment shall not be made or accepted in lieu of annual leave.

44.5 Time of taking leave

44.5.1 Annual leave shall be taken at a time determined by mutual agreement between the employer and the employee.

44.5.2 To assist employees in balancing their work and family responsibilities, an employee may elect, with the consent of the employer, to:

44.5.2.1 take annual leave in separate period, including single days;

44.5.3 Access to annual leave, as prescribed in 44.4, shall be exclusive of any shutdown period provided for elsewhere under this Agreement.

44.5.4 An employee and employer may agree to defer payment of the annual leave loading in respect of single day absences, until at least five consecutive annual leave days are taken.

44.6 Leave allowed before due date

44.6.1 An employer may allow annual leave to an employee before the right thereto has accrued due, but where leave is taken in such a case a further period of annual leave shall not commence to accrue until after the expiration of the twelve months in respect of which annual leave had been taken before it accrued.

44.7 Payment for period of leave

Each employee before going on leave shall be paid for the period of such leave provided the period is not less than one week. Payment will be at the ordinary rate of pay plus annual leave loading.

However, if the employee has been performing higher duties for an aggregate of 3 months or more in a 12 month period annual leave accrued during that time will be paid at the higher rate of pay provided the annual leave is taken during the higher duties period or the leave is taken within one month of the completion of a higher duties period and the leave is approved within the higher duty period.

Payment for pro rata leave for a part-time employee shall be based on the average payments an employee would have received had the employee not been on leave, this will be determined on the basis of the projected roster the employee would have worked had they not been on leave, or where there is no projected roster, the rosters for the three months immediately preceding the leave excluding any period during which the employee was not on the roster.

44.8 Proportionate leave

44.8.1 Where the employment of any employee is terminated at the end of a period of employment of less than twelve months the employer shall forthwith pay to the employee, in addition to all other amounts due to him, and an amount equal to 4/48ths of their ordinary pay for that period thereafter.

44.8.2 Payment for pro rata leave for a part-time employee on termination shall be based on the average number of ordinary hours per week over the period for which a payment is due.

44.8.3 A weekend worker whose employment with an employer is terminated at the end of a period of employment which is less than one year computed from the date of commencement of the employment, or the date upon which the employee last becomes entitled to annual leave from that employer, shall be paid in addition to any other amounts due to him or her, an amount equal to 1/48th of their ordinary pay in respect of that period of employment.

44.9 Annual leave loading

An employee entitled to annual leave (including proportionate leave) shall be paid an annual leave loading of 17.5% of the ordinary weekly rate of pay for the classification at which the employee is employed or as per the projected shift roster inclusive of penalties and allowances, whichever is the greater.

44.10 Sickness during annual leave

Where an employee becomes sick whilst on annual leave on which they would otherwise have worked, and immediately forwards to the employer a certificate of a legally qualified medical practitioner, then the number of days specified in this certificate shall be deducted from any sick leave entitlement standing to the employee's credit, and shall be re-credited to their annual leave entitlement

44.11 Cashing out of annual leave

44.11.1 Where an employee has accrued annual leave in excess of four (4) weeks, and provided that the employee has taken a minimum of two weeks leave during each twelve (12) months of service, then by written mutual agreement the employer may pay the annual leave (and the annual leave loading as applicable) in excess of four weeks to the employee as a one off cash payment.

44.11.2 Superannuation contributions will be paid by the employer in respect of any period of annual leave to be paid out in accordance with clause 44.11.1

44.11.3 Payments made in accordance with clause 44.11.1 extinguish an employee's right to access leave or receive further payment for leave paid out.

44.12 Excessive Annual Leave

44.12.1 The employer may direct an employee take a period of annual leave where the employee has accrued in excess of ten (10) weeks leave. In directing that the Employee take leave the Employee cannot be directed to reduce the accrued leave to less than eight (8) weeks, or directed to take a period of annual leave of less than one week, and must not require the employee to take period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given.

44.12.2 In such cases of excess leave the Employer will give the Employee a reasonable opportunity to submit a plan to reduce the leave to eight (8) weeks or less within six months, subject to (44.12.3) below; and

44.12.3 An Employee and Employer cannot unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement to accept the leave reduction plan. The agreement is to be in writing and signed by both the Employer and the Employee;

44.12.4 The employer expects each employee to take at least one week of annual leave in each six months and reserves the right to discuss the taking of leave and fatigue issues where a staff member has not taken any leave for a period longer than six months and does not have leave planned.

45 PURCHASED LEAVE

45.1 An employee, on application each year and with the agreement of the Employer (such agreement will not unreasonably be withheld) may work on a '48/52' work arrangement.

45.2 The 48/52 work arrangement allows an employee an additional 4 weeks' leave per annum, provided that the employee agrees to purchase the additional leave at a rate defined by the employer to compensate for the provision of the additional leave.

45.3 Leave may also be purchased in increments between 48/52 and 52/52, for example, an employee may choose to purchase leave in a 50/52 arrangement, whereby the employee agrees to be paid the hourly rate applicable to the employee divided by 52 and multiplied by 50, to arrive at a reduced hourly rate to compensate the employer for the additional 2 weeks annual leave purchased.

45.4 This Clause does not apply to the Senior Manager Aged Care Services, Corporate/Support Managers and Site/Program Managers however titled.

46 CLOSE DOWN

46.1 The Employer may require an Employee to take Annual Leave during any period where the Employer does not operate or is closed and the Employee does not have available ADOs or Banked Hours that can be used. An employee must not be directed to take any more than 5 days of annual leave pursuant to this clause. A direction to take annual leave pursuant to this clause must be provided with at least 8 weeks notice.

46.2 Where the employee has no accrued entitlements as outlined in clause 46.1 above the employer may require the employee to work in other areas of the employer's business.

47 PERSONAL LEAVE

47.1 Access to paid personal leave

47.1.1 Paid personal leave is available to full time and part time employees when they are absent due to personal illness or injury, or for the purposes of caring for or supporting an immediate family member or member of the employee's household who requires the employee's care or support because of a personal illness or injury.

47.1.2 The amount of personal leave to which a full time employee is entitled depends on how long they have worked for the employer and accrues as follows:

47.1.2.1 During the first year of service, 7.36 hours for each month of service, or eleven (11) days, whichever provides the greater benefit;

47.1.2.2 During the second, third and fourth years of service, twelve (12) working days in each year; and seventeen (17) days each year thereafter

47.1.3 Full time employees will receive their full annual accrual of personal leave at the beginning of each year of service (after the first full pay of the new year of service).

47.2 To be entitled to personal leave on full pay an employee shall produce a certificate from a registered medical or other relevant registered health practitioner immediately on return to work. Where it is not practicable to access a registered medical or other relevant registered health practitioner a statutory declaration witnessed by a non the employer employee will be accepted. Notwithstanding anything contained in 47.2 the employer may require the employee to produce a certificate from a registered medical or other relevant registered health practitioner

47.3 A maximum of five (5) days in any one anniversary year may be taken without the production of a medical certificate provided such days are not either side of a public holiday, where such leave is taken on either side of a public holiday it shall not be paid unless a medical certificate, or other evidence satisfactory to the employer is provided within seven days of return to work.

47.4 Where the absence was due to caring responsibilities of the employee, the entitlement to use personal leave is subject to employee being responsible for the care of the person concerned.

47.5 If the full period of sick leave as described above is not taken in any year, such portion as is not taken shall be cumulative from year to year.

47.6 Part-Time employees shall accrue leave on a pro-rata basis other than those employed on a casual basis in accordance with clause 15.4 of this agreement.

47.7 The employee shall, wherever practicable, give the employer notice prior to the absence of the intention to take leave, including, when applicable, the name of the

person requiring care or support and their relationship to the employee, the reasons for taking such leave and the estimated length of absence. If it is not practicable for the employee to give prior notice of absence, the employee shall notify the employer by telephone of such absence at the first opportunity.

- 47.8 An employee may elect, with the consent of the employer, to take unpaid leave for the purpose of providing care or support for a family member who is ill where they have exhausted their entitlement to any paid leave including access to the leave loan scheme and emergency leave. The employer and employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two (2) days per occasion, provided the requirements in clause 46.4 are met

48 DOMESTIC VIOLENCE

- 48.1 The employer recognises that some staff may find themselves in a situation where they are not able to meet all of their normal work obligations due to domestic or family violence (as defined).
- 48.2 Where appropriate, and as far as is reasonable, the employer will offer an employee experiencing domestic violence a broad range of confidential support, including:
- 48.2.1 access to (20) days paid leave, regardless of whether personal leave has been exhausted;
 - 48.2.2 access to emergency leave where the situation meets the eligibility criteria as set down in clause 50 – Emergency Leave;
 - 48.2.3 flexible working arrangements, including changes to working times, span of hours or shift patterns;
 - 48.2.4 changing work location, telephone number or email address;
 - 48.2.5 Job redesign or changes of duties within their skills and capabilities;
 - 48.2.6 Any other appropriate measure including referral to the employer's Employee Assistance Program
- 48.3 Proof of family violence may be required and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof. In addition:
- 48.3.1 All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
 - 48.3.2 Contact officers from within the People and Culture team will be trained in family violence and privacy issues. The names of these contact officers will be made available within the workplace.
 - 48.3.3 An Employee experiencing family violence may raise the issue with their immediate supervisor/manager and/or the People and Culture contact officer.

The supervisor/manager may seek advice from People and Culture if the Employee chooses not to see the People and Culture contact.

48.3.4 Where requested by an Employee, the People and Culture contact will liaise with the Employee's supervisor/manager on the Employee's behalf, and will make a recommendation on the most appropriate form of support

48.4 Where an employee requests such support, the employee may elect to submit that request to either their Manager, the People and Culture Manager, or the relevant General Manager of their department. Approval of such request will be subject to endorsement by the People and Culture Manager and the quantum of any paid emergency leave will be determined by the situation of the individual staff member through consultation between the employee and either their supervisor or the People and Culture Manager.

49 LEAVE LOAN SCHEME

49.1 Where an employee expends their accrued personal leave and the injury/illness does not qualify for access to Emergency Leave they may apply to have up to 5 days of personal leave advanced. Acceptance of such a request would be based on the circumstances of each case and be at the discretion of management. If an employee leaves the employer and they have been advanced leave (and have not yet accrued sufficient leave to cover the advance) that deficit would be recovered from any monies owing on termination.

50 EMERGENCY LEAVE

50.1 Emergency Leave is accessible to employees who have exhausted all personal leave and who require additional time away from work and who meet the eligibility requirements of the fund.

50.2 If eligible, the employer will pay the employee personal leave at their ordinary rate for a maximum period of ten (10) weeks in any one calendar year.

50.3 Eligibility

The fund is accessible to:

50.3.1 those staff who have a substantial injury or illness, as defined in clause 3.20 and where the employer is unable to provide suitable modified duties to allow the employee to undertake ongoing work. Such events may include:

50.3.1.1 a significant of life threatening illness or disease (e.g. cancer, a psychiatric episode requiring hospitalization, cardio-thoracic surgery);

50.3.1.2 an operation or injury that requires an extended recovery period (e.g. a hip replacement, gynaecological surgery, fractures);

50.3.1.3 a significant recurrence of a chronic condition.

- 50.3.2 staff who have a primary caring responsibility towards a member of their immediate family who has a substantial injury or illness as defined in clause 3.20 and who require the employee to provide care and support
- 50.3.3 staff who are victims of domestic violence or have a personal crisis and whose request for support includes a leave of absence from work which has been approved as per clause 48.4.
- 50.4 In respect to all applications for access to Emergency Leave the employer will require the employee to provide evidence that would satisfy a reasonable person as to the circumstances that are the basis of each claim (including recurrence of a chronic condition). Such requirements are separate from the evidence requirements contained in the Personal Leave clause.
- 50.5 Management of Emergency Leave
 - 50.5.1 Access to Emergency Leave support will be via a confidential application to the People and Culture Manager. In the first instance, the People and Culture Manager in consultation with the General Manager People, Culture and Engagement will make a decision on whether or not the application is approved. Should Management determine that the application should be rejected; the staff member concerned may request a review by a review committee which will include the nominated staff representatives and Management;
 - 50.5.2 The operation of Emergency Leave and the application and review process will be available to all staff in printed form and on-line and Managers must alert staff to the existence of Emergency Leave on induction and annually at an in-service and when they hold a reasonable belief that Emergency Leave assistance may be required;
- 50.6 Time off while on Emergency Leave will count as service for all purposes and superannuation will be paid on it
- 50.7 Access will not be allowed:
 - 50.7.1 in relation to any injury or illness that is work-related and for which worker's compensation and/or accident make-up payments are payable
 - 50.7.2 where the illness or injury is covered by other insurance or where an employee can obtain a benefit through other means such as TAC.

51 BEREAVEMENT AND COMPASSIONATE LEAVE

- 51.1 An employee shall on the death of a member of their immediate family or household as defined in clause 3.16 shall be entitled on notice to leave up to and including the day of the funeral of such relations, and such leave shall be without deduction of pay for a period not exceeding the number of hours worked by the employee in three ordinary days' work on each occasion.

51.2 An employee is also entitled to access bereavement and compassionate leave pursuant to this clause if an employee's immediate family or household member is terminally ill or sustains a personal injury which poses a serious threat to their life.

51.3 Proof of such death shall be furnished by the employee to the satisfaction of their employer if requested to do so.

52 BLOOD DONORS LEAVE

The employer will release staff upon request to donate blood without loss of pay for a maximum of 6 occasions per year where a collection unit is on site or by arrangement with the manager of the establishment. The employee will be required to provide proof of evidence of blood donation prior to the approval of any payment.

53 PARENTAL LEAVE

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

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

53.3 An eligible casual employee means a casual employee:

53.3.1 employed by the employer on a regular and systematic basis for several periods of employment or on a regular and systematic basis for an ongoing period of employment during a period of at least 12 months; and

53.3.2 who has, but for the pregnancy or the decision to adopt, a reasonable expectation of ongoing employment.

53.3.3 For the purposes of this clause 'continuous service' is work for an employer on a regular and systematic basis.

53.3.4 An employer must not fail to re-engage a casual employee because:

53.3.4.1 the employee or employee's spouse is pregnant; or

53.3.4.2 the employee is or has been immediately absent on parental leave

53.3.4.3 The rights of an employer in relation to engagement and re-engagement of casual employees are not affected, other than in accordance with this clause.

53.4 Definitions

53.4.1 For the purpose of this clause child means a child of the employee under the age of one year except for adoption of a child where 'child' means a person under the age of sixteen who is placed with the employee for the purposes of adoption and/or children placed under permanent placement orders, other than a child or step-child of the employee or of the spouse of the employee or

a child who has previously lived continuously with the employee for a period of six months or more.

53.4.2 Subject to 53.4.3 in this clause, spouse includes a de facto or former spouse including same-sex partner or former partner.

53.4.3 In relation to 53.9, spouse includes a de facto spouse or same-sex partner but does not include a former spouse or former same-sex partner.

53.5 Basic entitlement

53.5.1 After 12 month's continuous service as defined with the employer prior to the birth or adoption date of the child as defined, parents shall be entitled to a combined total of 104 weeks paid and unpaid parental leave on a shared basis in relation to the birth or adoption of their child. For pregnant employees paid parental leave may be taken and for supporting partners' support leave may be taken.

53.5.2 The paid component is as follows:

53.5.2.1 An employee (excluding eligible casuals) will be entitled to fourteen weeks salary upon commencement of parental leave;

53.5.2.2 An employee (excluding eligible casuals) who is the non-primary carer partner will be entitled to six weeks of paid parental leave

53.5.2.3 An employee who is the primary care giver (excluding eligible casuals) will be entitled to fourteen weeks salary upon commencement of adoption leave, and

53.5.2.4 Subject to 53.7, parental leave shall be available to only one parent at a time, noting that support / partner leave (6 weeks) may be taken concurrently with a partner that is accessing paid parental leave as the primary carer.

53.5.2.5 The paid component of leave as described in clauses 53.5.2.1 to 53.5.2.3 above will be provided in addition to any payments the employee may be entitled to under the Commonwealth Government's Paid Parental Leave Scheme.

53.6 Parental Leave (primary carer)

53.6.1 An employee must provide notice to the employer in advance of the expected date of commencement of parental leave. The notice requirements are:

53.6.1.1 of the expected date of confinement (included in a certificate from a registered medical practitioner stating that the employee is pregnant) - at least ten weeks written notice;

53.6.1.2 of the date on which the employee proposes to commence maternity leave and the period of leave to be taken - at least four weeks written notice.

- 53.6.2 When the employee gives notice under 53.6.1.1 the employee shall also provide a statutory declaration stating particulars of any period of partner / support leave sought or taken by their spouse and that for the period of parental leave they shall not engage in any conduct inconsistent with their contract of employment.
- 53.6.3 An employee shall not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- 53.6.4 Subject to 53.5.1 and unless agreed otherwise between the employer and employee, an employee may commence parental leave at any time during their pregnancy. Provided that an employer may, by giving fourteen days' notice in writing to an employee, require them to commence parental leave at any time within six weeks immediately prior to the expected date of birth.
- 53.6.5 Where an employee continues to work within the six week period immediately prior to the expected date of birth, or where the employee elects to return to work within six weeks immediately after the birth of the child an employer may require the employee to provide a medical certificate stating that they are fit to work their normal duties.

53.7 Special maternity Leave

- 53.7.1 Where an employee not then on maternity leave loses a child after 13 weeks of pregnancy either through miscarriage, stillbirth or neo-natal death, the employee will have access to the full paid maternity leave specified above. Otherwise, an employee who gives birth to other than a living child may take unpaid special maternity leave of such periods as a registered medical practitioner certifies as necessary.
- 53.7.2 Where an employee is suffering from an illness not related to the direct consequences of the confinement, an employee may take any paid sick leave to which they are entitled in lieu of, or in addition to, special maternity leave.
- 53.7.3 Where an employee not then on maternity leave suffers an illness related to their pregnancy, they may take any paid sick leave to which they are entitled and such further unpaid special maternity leave as a registered medical practitioner certifies as necessary before their return to work. The aggregate of paid sick leave, special maternity leave and parental leave, including parental leave taken by a spouse, shall not exceed 104 weeks.
- 53.7.4 Where leave is granted under 53.6.4, during the period of leave an employee may return to work at any time, as agreed between the employer and the employee, provided that time does not exceed four weeks from the recommencement date desired by the employee.

53.8 Partner / Support Leave

An employee will provide to the employer at least ten weeks prior to each proposed period of partner / support leave with:

- 53.8.1 a certificate from a registered medical practitioner which names theirtheir spouse, states that the are pregnant and the expected date of confinement, or states the date on which the birth took place; and
- 53.8.2 written notification of the dates on which they propose to start and finish the period of partner / support leave; and
- 53.8.3 a statutory declaration stating:
 - 53.8.3.1 particulars of any period of parental leave sought or taken by theirtheir spouse; and
 - 53.8.3.2 that for the period of partner / support leave they will not engage in any conduct inconsistent with theirtheir contract of employment.
- 53.8.4 The employee shall not be in breach of 53.8 if the failure to give the required period of notice is because of the birth occurring earlier than expected, the death of the mother of the child, or other compelling circumstances.

53.9 Adoption Leave

- 53.9.1 The employee will notify the employer at least ten weeks in advance of the date of commencement of adoption leave and the period of leave to be taken. An employee may commence adoption leave prior to providing such notice, where through circumstances beyond the control of the employee, the adoption of a child has taken place earlier.
- 53.9.2 Before commencing adoption leave, an employee will provide the employer with a statutory declaration stating:
 - 53.9.2.1 the employee is seeking adoption leave to become the primary care-giver of the child;
 - 53.9.2.2 particulars of any period of adoption leave sought or taken by the employee's spouse; and
 - 53.9.2.3 that for the period of adoption leave the employee will not engage in any conduct inconsistent with their contract of employment.
- 53.9.3 An employer may require an employee to provide confirmation from the appropriate government authority of the placement.
- 53.9.4 Where the placement of a child for adoption with an employee does not proceed or continue, the employee will notify the employer immediately and the employer will nominate a time not exceeding four weeks from receipt of notification for the employee's return to work.
- 53.9.5 An employee will not be in breach of this clause as a consequence of failure to give the stipulated period of notice if such failure results from a requirement of an adoption agency to accept earlier or later placement of a child, the death of a spouse, or other compelling circumstances.

53.9.6 An employee seeking to adopt a child is entitled to unpaid leave for the purposes of attending any compulsory interviews or examinations as are necessary as part of the adoption procedure. The employee and the employer should agree on the length of the unpaid leave. Where agreement cannot be reached, the employee is entitled to take up to two days unpaid leave. Where paid leave is available to the employee, the employer may require the employee to take such leave instead.

53.10 Variation of Period of Parental Leave

Unless agreed otherwise between the employer and employee, an employee may apply to their employer to change the period of parental leave on one occasion. Any such change is to be notified at least four weeks prior to the commencement of the changed arrangements.

53.11 Parental Leave and Other Entitlements

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

53.12 Transfer to a safe job

53.12.1 Where an employee is pregnant and, in the opinion of a registered medical practitioner, illness or risks arising out of the pregnancy or hazards connected with the work assigned to the employee make it inadvisable for the employee to continue at her present work, the employee shall, if the employer deems it practicable, be transferred to a safe job at the rate and on the conditions attaching to that job until the commencement of maternity leave.

53.12.2 If the Employer does not think it is reasonably practicable to transfer the employee to a safe job:

53.12.2.1 the employee may take paid leave immediately for a period ending at the time referred to in 53.12.2.3; or

53.12.2.2 the Employer may require the employee to take paid leave immediately for a period ending at the time mentioned in 53.12.2.3.

53.12.2.3 The period of leave ends at the earliest of whichever of the following times is applicable:

53.12.2.3.1 the end of the period stated in the medical certificate;
or

53.12.2.3.2 if the employee's pregnancy results in the birth of a living child – the end of the day before the birth;

53.12.2.3.3 if the employee's pregnancy ends otherwise than with the birth of a living child – the end of the day before the end of the pregnancy.

53.13 Returning to work after a period of parental leave

53.13.1 An employee shall notify their intention to return to work after a period of parental leave at least four weeks prior to the expiration of the leave.

53.13.2 An employee shall be entitled to the position which they held immediately before proceeding on parental leave. In the case of an employee transferred to a safe job pursuant to 53.12, the employee shall be entitled to return to the position they held immediately before such transfer.

53.13.3 Where such position no longer exists but there are other positions available which the employee is qualified for and is capable of performing, the employee shall be entitled to a position as nearly comparable in status and pay to that of their former position.

53.14 Replacement employees

53.14.1 A replacement employee is an employee specifically engaged or temporarily promoted or transferred, as a result of an employee proceeding on parental leave.

53.14.2 Before an employer engages a replacement employee the employer must inform that person of the temporary nature of the employment and of the rights of the employee who is being replaced.

53.15 Communication during parental leave

53.15.1 Where an employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the employer shall take reasonable steps to:

53.15.1.1 make information available in relation to any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave; and

53.15.1.2 provide an opportunity for the employee to discuss any significant effect the change will have on the status or responsibility level of the position the employee held before commencing parental leave.

53.15.2 The employee shall take reasonable steps to inform the employer about any significant matter that will affect the employee's decision regarding the duration of parental leave to be taken, whether the employee intends to return to work and whether the employee intends to request to return to work on a part-time basis.

53.16 The employee shall also notify the employer of changes of address or other contact details that might affect the employer's capacity to comply with 53.15.

53.17 The effect of the Commonwealth Government scheme shall not reduce the amount of paid leave provided by the employer in this Agreement in terms of its monetary value save that the Employer and employee may reach agreement as to how such leave is

paid. For example, such leave may be paid in smaller amounts over a longer period, consecutively or concurrently with any Commonwealth Government scheme. Such agreement shall be in writing and signed by the parties. In the absence of agreement, such leave shall be paid during the ordinary pay periods corresponding with the period of the leave.

54 LONG SERVICE LEAVE

54.1 Eligibility

Employees will be entitled to access paid Long Service Leave upon completion of 7 years of continuous service with the employer.

54.2 An employee, including a casual employee shall have the following entitlement to long service leave:

54.2.1 Long Service Leave will accrue at the rate of 0.0333hrs (2 minutes) for each ordinary hour worked by the employee (1.7333 weeks or 65.8667 hours per year of full-time service).

54.2.2 Long Service Leave is accrued during ordinary working hours and periods of agreed paid leave, which include:

- 54.2.2.1 Paid Annual Leave;
- 54.2.2.2 Paid Parental Leave;
- 54.2.2.3 Unpaid parental leave, up to 52 weeks;
- 54.2.2.4 Long Service Leave;
- 54.2.2.5 Paid Personal/Carer's Leave or Emergency Leave;
- 54.2.2.6 periods of Unpaid Personal/Carer's Leave (up to 14 days per year);
- 54.2.2.7 periods of absence during which an Employee is in receipt of workers compensation payments or Accident Pay Allowance payment is made (see clause 24);
- 54.2.2.8 Paid Professional Development or Study Leave;
- 54.2.2.9 Community Service Leave; and
- 54.2.2.10 any period of leave approved by the employer which is agreed to accrue Long Service Leave (e.g. Hospital Leave).

54.2.3 Long Service Leave is not accrued during periods of unpaid leave or absences, including:

- 54.2.3.1 periods of Leave Without Pay;
- 54.2.3.2 absences arising directly or indirectly from an industrial dispute;
- 54.2.3.3 approved periods of unpaid Study Leave where the course relates to the employee's role and the period of leave is approved by the employer;
- 54.2.3.4 a period of absence serving as a break between positions at two of the employer's facilities.

However these periods of authorised unpaid leave do not break the employee's Continuous Service.

54.3 Payment

54.3.1 The employee is entitled to payment for Long Service Leave at their ordinary rate, not including any penalty payments or allowances.

- 54.3.2 Where an employee is entitled to a scheduled rate increase in line with the agreement the employee is entitled to receive that same increase in their Long Service Leave payments.
- 54.3.3 Payment for Long Service Leave will be made in the normal payroll cycles but can be paid in advance if requested in writing by the employee.
- 54.4 Accessing Long Service Leave payments on Termination or death of the employee
 - 54.4.1 Where the employment is terminated and the employee has achieved 7 years of continuous service with the employer, payment in lieu of the Long Service Leave entitlements not taken will be made;
 - 54.4.2 In the event of the death of an employee who has achieved 7 years or more of continuous service, the employer will make any pro-rata payment owing for Long Service Leave to the employee's personal representative.
- 54.5 Taking Long Service Leave
 - 54.5.1 Employees should apply in writing to take Long Service Leave as per the employer's policies and procedures
 - 54.5.2 Unless otherwise agreed, for periods of absence on Long Service Leave of 4 weeks or less, the employee should provide a minimum of 4 weeks' notice. For periods of absence on Long Service Leave of more than 4 weeks, the employee should provide a minimum of 8 weeks' notice.
 - 54.5.3 The employer may request increased notice in cases where replacement staff are required.
 - 54.5.4 The employer will be reasonable in responding to the request within 28 days and will consider the individual's personal needs and commitments and the needs of the business.
 - 54.5.5 Long Service Leave can be taken as one continuous period, or separate periods, including absences of one day. The Employer agrees that it will not unreasonably refuse a request for regular use of Long Service Leave over a sustained period as part of a transition to retirement plan that includes a combination of reduced working hours and paid leave.
 - 54.5.6 The employee and the employer will cooperate in coordinating leave periods which suit the individual's personal needs and commitments and the needs of the business.
- 54.6 Employer Request to take Long Service Leave
 - 54.6.1 Where an employee has reached 10 years' service but less than 20 years' service and where their Long Service Leave accruals balance totals four (4) months or more (based on the employee's average hours worked), the employer may request that the employee take a period of Long Service Leave. In such circumstances the employee will have 2 months to provide a leave plan to the employer which provides for the long service leave to be taken within 18 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such leave plan must be in writing.
 - 54.6.2 The employer will consult with the employee regarding the taking of leave. When a mutually agreeable date cannot be reached or a leave plan is not provided when requested, the date for taking leave will be determined by the employer (provided at least 6 months' notice is given). However, the provisions of the Grievance and Dispute Resolution clause will apply if the employee disagrees with the direction.

- 54.6.3 Provided further that the employer cannot request that an Employee take long service leave that would result in a leave balance of less than six months for service of up to 20 years and less than eight months where the Employee has service of 20 years or more.

54.7 Additional Long Service Leave

- 54.7.1 Employees may be entitled to take additional Long Service Leave on reduced pay by agreement with the employer. Any amounts of Long Service Leave may be taken at 50% of an employee's normal pay rate, thereby doubling the period of paid leave which can be taken. For example an employee who is eligible to 13 weeks paid Long Service Leave can take 26 weeks paid Long Service Leave at half pay.
- 54.7.2 Applications for additional Long Service Leave will be made in writing by the employee and the employer will consider the individual's personal needs and commitments and the needs of the business.
- 54.7.3 Employees may be entitled to take Long Service Leave at double pay for half time by agreement with the employer. Any amounts of Long Service Leave may be taken at 200% of an employee's normal pay rate, thereby reducing the period of paid leave which can be taken. For example an employee who is eligible to 26 weeks paid Long Service Leave can take 13 weeks paid Long Service Leave at double pay.
- 54.7.4 The parties recommend that employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. The employer shall not be held responsible in any way for the cost or outcome of any such advice.

55 JURY SERVICE

- 55.1 An employee required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary wage they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- 55.2 An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.
- 55.3 Entitlement to jury service pay will not jeopardise other entitlements.

56 EMERGENCY SERVICES LEAVE

- 56.1 A staff member who is a member of any voluntary organisation called upon by the government or a competent authority under the State Disaster Plan to assist in fire fighting or other forms of emergency assistance (including auxiliary operations) shall be entitled to leave on full pay for the duration of the participation by the staff member in operations, provided that the services of the staff member are actually required by the voluntary organisation or other recognised authority concerned.

- 56.2 A staff member who responds to an appeal for volunteers to meet a declared bushfire or other emergency shall be entitled to leave on full pay for the duration of operations.
- 56.3 A staff member granted leave in accordance with clause 56.1 or 56.2 shall be entitled to a further one day's leave on the completion of the service for the purpose of recovering from such participation.

57 TRANSITION TO RETIREMENT

- 57.1 An Employee may advise their Employer in writing of their intention to retire within the next five years and participate in a retirement transition arrangement.
- 57.2 Transition to retirement arrangements may be proposed and, where agreed, implemented as:
- (a) a flexible working arrangement (see clause 16 (Flexible Working Arrangements)),
 - (b) in writing between the parties, or
 - (c) any combination of the above.
- 57.3 A transition to retirement arrangement may include but is not limited to:
- (a) a reduction in their EFT;
 - (b) a job share arrangement;
 - (c) working in a position at a lower classification or rate of pay
- 57.4 The Employer will consider, and not unreasonably refuse, a request by an Employee who wishes to transition to retirement:
- (a) to use accrued Long Service Leave (LSL) or Annual Leave for the purpose of reducing the number of days worked per week while retaining their previous employment status; or
 - (b) be appointed to a role that has a lower hourly rate of pay or hours (post transition role), in which case:
 - (i) the Employer will preserve the accrual of LSL at the time of reduction in salary or hours; and
 - (ii) where LSL is taken or paid out in lieu on termination, the Employee will be paid LSL hours at the applicable classification and grade, and at the preserved hours, prior to the post transition role until the preserved LSL hours are exhausted.

58 CULTURAL AND CEREMONIAL LEAVE

- 58.1 Staff members who identify as, and are accepted as members of the Aboriginal or Torres Strait Islander community shall be entitled to up to a maximum of 5 days of paid leave per calendar year plus an additional period of up to a maximum of 5 days leave without pay per calendar year for the purpose of preparing for, or attending to, community Organisation business, National Aboriginal and Islander Observation

Committee Week functions or other relevant cultural duties and events and/or fulfilling ceremonial obligations.

58.2 Such cultural duties and ceremonial obligations may be traditional or urban in nature and may include initiation, birthing and naming, funeral, smoking or cleansing and sacred site or land ceremonies.

58.3 Under normal circumstances the staff member must provide at least 2 weeks' notice in writing (usually by furnishing an "Application for Leave" form) of the staff member's intention to take leave pursuant to this clause.

58.4 A staff member may elect to use annual leave in lieu of any unpaid leave granted in accordance with this provision.

59 SUBSTITUTION OF PUBLIC HOLIDAYS BY AGREEMENT

59.1 An employee and the employer may agree to substitute another day for a day that would otherwise be a public holiday under the NES.

59.2 An employee and the employer may agree to substitute another part-day for a part-day that would otherwise be a part-day public holiday under the NES.

60 DISASTER LEAVE

60.1 Up to 5 days of paid leave per annum is to be provided where disasters prevent an employee from attending the workplace and/or working remotely, or where an employee is required to do something to deal with the impact of the disaster that they cannot reasonably do during their working hours.

60.2 A disaster, for the purposes of this clause, is defined as an event within the employees local/home area that causes significant disruption and poses a threat to the safety, health, or well-being of employees. This includes but is not limited to natural disasters such as earthquakes, floods, storms, and bushfires, as well as human-made disasters such as industrial accidents, hazardous material spills.

61 REPRODUCTIVE LEAVE

61.1 An employee, including a casual employee, is entitled to 5 days of paid reproductive health leave in a 12-month period if—

- a) the employee has a reproductive health reason; and
- b) the employee needs to take reproductive health leave as a result of the reproductive health leave reason.

61.2 An employee is not required to use their paid personal leave prior to accessing paid reproductive health leave.

61.3 Without limiting subsection (1), the employee may need to take reproductive health leave if the employee is—

- a) unfit for work because of the reproductive health reason; or
- b) attending an appointment, undergoing a medical procedure or surgery, or receiving treatment related to the reproductive health reason; or
- c) attending an appointment related to a preventative reproductive healthcare measure.

61.4 Reproductive health leave may be taken for part of a day.

- 61.5 Paid reproductive health leave:
- a) is available in full at the start of each 12-month period of the employee's employment; and
 - b) does not accumulate from year to year; and
 - c) is available to part-time and casual employees on a pro-rata basis.
- 61.6 Pro rata leave for a part time or casual employee shall be calculated and accrue on the highest of the following –
- a) the employee's contracted ordinary weekly hours of work; or
 - b) one-fifth of the number of the employee's ordinary hours of work for a week, averaged over each completed 6 weeks of employment with the employer.
- 61.7 Definitions:
- preventative healthcare measure*** includes a measure to monitor the prostate or for cervical or breast screening.
- reproductive health reason*** includes:
- a condition or illness, whether temporary or permanent, related to reproductive health, including endometriosis, poly-cystic ovarian syndrome, dysmenorrhea, menopause and perimenopause;
 - a medical treatment or procedure related to reproductive health such as IVF or IUI treatment, a hysterectomy or a vasectomy; or
 - any experience of pain or discomfort relating to menstruation.
- 61.8 Notice Requirements:
- 61.8.1 An employee's entitlement to reproductive health leave is conditional on the employee giving the employer notice of—
- the employee's absence from work; and
 - if it is possible to notify the employer before the leave is taken—the approximate period the employee will be absent.
- 61.8.2 The employee must give the employer notice under subsection (60.8.1) —
- before or on the day the employee is to take the leave; or
 - if it is not possible to notify the employer before the leave is taken—during the leave or as soon as possible after the leave ends.
- 61.9 Evidence and Confidentiality:
- a) An employer may ask an employee to give the employer evidence that the employee has a reproductive health reason and needs to take leave as a result.
 - b) The employee must comply with the request.
 - c) Without limiting subsection (b), the employee may comply with the request by giving the employer evidence from a doctor or other health practitioner.
 - d) Where an employee has a chronic or recurring reproductive health issue, evidence could include pre-existing evidence from a doctor or other health practitioner.
 - e) An employee with a chronic or recurring reproductive health issue may provide annual certification to their Employer of the condition/need to satisfy the evidence requirements outlined in this clause for absences relating to that condition/need for a period of 12 months. The annual certification may be in the form of a letter, providing it is from a registered health practitioner. Such evidence

will be accepted as being equivalent to a medical certificate provided by a registered health practitioner for each occasion reproductive leave or personal/carer's leave is utilized within that 12-month period.

- f) An employer who receives evidence under this clause must not disclose the evidence to someone else unless the disclosure is required or permitted under an Act.

PART 8 - OTHER PROVISIONS

62. BREAST FEEDING

The employer will provide private and comfortable areas for staff members who are breastfeeding to enable them to express or feed children while at work.

63. DIRECTOR OF NURSING

63.1 The employer employs a Clinical Care Consultant who acts as the Director of Nursing

63.2 The Clinical Care Consultant is a Division One Nurse.

63.3 The Clinical Care Consultant or designated delegate is available to staff after hours, weekends and Public Holidays.

64. REGISTERED NURSE DIVISION ONE 24 HOUR COVERAGE

64.1 In each high care facility there will be coverage by at least one Division One Registered Nurse 24 hours a day, seven days a week. The employer will roster this position in advance, provided that where there is a short notice absence such as sick leave, or similar, the employer shall endeavour in the first instance to provide replacement through a nurse bank or internal staffing arrangement.

64.2 For the purposes of this clause and the life of this agreement, Ron Conn shall be a high care facility.

64.3 Where the Employer has made every practical effort in accordance with clause 64 but no Registered Nurse is available to be rostered on a shift, then an Endorsed Enrolled Nurse will be designated in charge of a high care facility in the absence of the Director of Nursing or other Registered Nurse (and whether formally appointed or not) will be paid an allowance as set out in Appendix A, in addition to all other allowances. This allowance will be adjusted in accordance with wage increases during the life of this Agreement. During any shift on which an Enrolled Nurse is in charge of the facility a Division 1 nurse must be rostered on call to assist the Enrolled Nurse.

65. WORK LOAD MANAGEMENT

65.1 The parties are committed to adequate staffing levels in order to promote an appropriate working environment for staff and ensure adequate levels of patient/client care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident/client.

65.2 Should any employee feel the workloads are unreasonably heavy, on a regular basis, then they have a responsibility to discuss their concerns with their Manager. If appropriate action is not taken to address the workload issues, the employee may utilise the dispute settlement procedure of this Agreement.

66. FIT FOR WORK

66.1 The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.

- 66.2 Each Employee is responsible for ensuring that they are fit to perform the inherent requirement of their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.
- 66.3 In the event the Employee's manager forms a reasonable belief as defined at subclause 69.4 below that an Employee may be unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner.
- 66.4 In this clause **reasonable belief** means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- 66.5 Where an employee has been absent from the workplace for a period of four or more weeks due to personal illness or injury, they may be asked to provide evidence that they can undertake the inherent requirements of their duties prior to returning to the workplace (provided the employer has formed a reasonable belief as defined in 69.4 above).
- 66.6 In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist, or other registered health practitioner.
- 66.7 The Employer will:
- take all reasonable steps to give the Employee an opportunity to answer any concerns;
 - recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain the inherent requirements of their duties; and
 - take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain the inherent requirements.
- 66.8 Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. The Employee will advise the Employer of the Employee's treating medical practitioner, and the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Employee's treating medical practitioner.
- 66.9 The Employee will provide a copy of the report to the Employer, or in the event that the report is provided directly to the employer it will be shared with the employee.
- 66.10 The Employer and Employee will meet to discuss any report.

- 66.11 The Employer will consider the need to obtain advice from an independent Occupational Therapist (or suitably qualified professional) to undertake an assessment of the Employee's physical capacity to perform the tasks required within their substantive position or role.
- 66.12 If, on receipt of the report, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner. Before referring the employee to the IME the employer will consult with the Employee and their representative (if any) over the questions and accompanying material that will form the basis of the examination, to ensure that the questions are consistent with the job description and actual role performed by the Employee.
- 66.13 Where the Employee attends a medical practitioner under either sub-clauses 69.8 or 69.11 above:
- the Employee will be provided with a copy of any correspondence sent to the medical practitioner and any resulting report;
 - the Employer will pay for the cost of the appointment and report where the employee is directed by the employer to attend an IME
- 66.14 Where the Employer holds a reasonable belief that the Employee remains unfit for duty, despite the Employee providing a medical clearance, the Employee will receive their usual weekly pay whilst undergoing assessments conducted by an Occupational Therapist (or suitably qualified professional) or attending an IME.
- 66.15 Nothing in this clause prevents an Employer from:
- 66.16 taking any reasonable step to ensure a safe work environment; or
- 66.17 terminating an employee who, subject to the medical evidence available at the time, will not be able to undertake the inherent requirements of their role in the foreseeable future (but only after reasonable adjustments have been considered or an attempt has been made to implement them).

67 EMPLOYMENT SCREENING CHECKS

- 67.1 The employees must undertake a Police Records Check and NDIS Worker Screening Check or Working with Vulnerable People Check (WWVP) (Tas only) prior to commencing employment. The employer will seek the employee's permission to obtain a Police Records Check and will pay for all Police Records Checks which the employer applies for and NDIS Worker Screening Checks or WWVP checks that the employer requires employees to undertake. The employer will pay for renewals of such checks.

68 UNION MATTERS

- 68.1 Union delegates or elected workplace representatives, with approval of the union and upon application in writing, shall be granted up to five days leave with pay each calendar year, non-cumulative, to:
- Represent members in bargaining;

- Represent the interests of members to the employer and industrial tribunals;
- Consult with union members and other employees for whom the delegate is a bargaining representative
- Participate in the operation of the union;
- Attend union education;
- Address new employees about the benefits of union members attending courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative in contributing to the prompt resolution of disputes and or grievances in the workplace;
- Attend union annual delegates conference

68.1.1 The application to the employer must be in writing, including the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.

68.1.2 The granting of leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.

68.1.3 Leave of absence granted pursuant to this clause, shall count as service for all purposes of this agreement.

68.1.4 Each employee on leave approved in accordance with this clause shall be paid all ordinary time earnings. For the purpose of this subclause, "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.

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

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

68.1.7 An employee granted leave pursuant to this clause shall, upon request, inform the employer of the nature of the course attended and their observations on it.

68.1.8 In the event of a disagreement arising from the outcome of this clause, the matter may be settled using the dispute settlement procedures of the agreement

68.2 Elected Job Representatives and Health and Safety Representatives shall be provided reasonable access to resources such as office space, desk, access to email/internet and telephone;

68.3 At the request of the employee, the employer will facilitate payroll deductions for the payment of Union membership fees if an employee so elects.

68.4 A noticeboard for the Union's use will be readily accessible in each ward/unit/work area or nearest staff room where persons eligible to be members of the Union are employed.

69 WORKPLACE DELEGATES RIGHTS

69.1 This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

69.2 In this clause:

- (a) employer means the employer of the workplace delegate;
- (b) delegate's organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (c) eligible employees means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

69.3 Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

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

69.5 Right of representation

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

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

69.6 Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause 69.5. This includes discussing membership of the delegate's organisation and representation with eligible employees.
- (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

69.7 Entitlement to reasonable access to the workplace and workplace facilities

- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:

- (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
- (b) The employer is not required to provide access to or use of a workplace facility under clause 69.7(a) if:
- (i) the workplace does not have the facility;
 - (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
 - (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

69.8 Entitlement to reasonable access to training

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

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

69.9 Exercise of entitlements under this clause:

- (a) A workplace delegate's entitlements under clause 69 are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Clause 69 does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Clause 69 does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

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

- (a) unreasonably fail or refuse to deal with a workplace delegate; or
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or clause 69.

70 OH&S MATTERS

- 70.1 Following an incident or injury affecting an employee, the employer is to take appropriate action to prevent further injury to employees, including conducting a worksite assessment and where practicable implementing workplace modifications to ensure a healthy and safe working environment for all employees

71 GENDER BASED DISCRIMINATION

The employer is committed to creating a workplace where all Employees are equally respected and valued and enjoy equity of both opportunity and outcomes.

The parties to this Agreement recognise that gender inequality has the potential to limit and impact negatively on the safety, education, employment, family lives and opportunities of Employees.

Under the *Victorian Equal Opportunity Act 2010* and *Tasmanian Anti-Discrimination Act 1998* all organisations have a *positive duty* to take proactive steps to prevent discriminatory practices.

The employer and its Employees are committed to promoting gender equality and to ensuring equality of opportunity and outcomes for all Employees. This includes:

- promoting gender equality and modelling respectful relationships.
- being held accountable if an Employee(s) use language and/or demonstrate behaviour that: promotes unequal power relations between women and men, perpetuates harmful gender stereotypes, condones violence or aggression against women or LGBTQIA employees.

72 RIGHT TO DISCONNECT

- 72.1 This clause provides for the exercise of an employee's right to disconnect set out in section 333M of the Act.
- 72.2 Section 333M provides that, unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
- (1) their employer outside of the employee's working hours,
 - (2) a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours,
- 72.3 Section 333M(3) prescribes matters that must be taken into account in determining whether an employee's refusal is unreasonable.
- 72.4 Section 333M(5) provides that an employee's refusal will be unreasonable if the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory.
- 72.5 Sections 333N and 333P provide for procedures for the resolution of disputes about whether an employee's refusal is reasonable and about the operation of section 333M.
- 72.6 The employer will not directly or indirectly prevent an employee from exercising their right to disconnect under the Act.
- 72.7 This clause does not prevent the employer from requiring an employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:
- (a) the employee is being paid the On-Call allowance under clause 34;
 - (b) The employer's contact is to notify the employee they are required to attend or perform work; and
 - (c) The employer's contact is in accordance with the usual arrangements for such notification.
- 72.8 This clause does not prevent the employer from contacting, or attempting to contact, an employee outside of working hours to notify the employee, in accordance with the usual arrangements for such notification, of:
- (a) an emergency roster change
 - (b) a recall to work under clause 35 or 36.

73 COVID TESTING

- 73.1 Where the employer requires an employee to undergo a COVID-19 Rapid Antigen Test it may be completed within work time and the employee shall be entitled to do so without loss of pay.

74 STAGE TWO OF THE FAIR WORK COMMISSION WORK VALUE CASE

- 74.1 The minimum ordinary rates of pay for all ordinary hours worked by an employee at their appointed classification under this Agreement are calculated by using the "Current Rates" in each of the Tables within **Error! Reference source not found.** and applying the increases as follows:
- By 4% from the first full pay period on or after 1 July 2024, and ;

- By the dollar amounts specified in Commonwealth Guidance implementing any Stage 3 Aged Care Work Value increases from 1 January 2025 set by the Expert Panel of the FWC; and
- By 3.75% from the first full pay period on or after 1 July 2025; and
- By the dollar amounts specified in Commonwealth Guidance implementing any Stage 3 Aged Care Work Value increases from 1 October 2025 as set by the Expert Panel of the FWC; and
- By 3.25% from the first full pay period on or after 1 July 2026.
- By 3% from the first full pay period on or after 1 July 2027.

74.2 However, in accordance with sub clause 74.8 below and the illustrative example, the above wage increases will be applied to the applicable minimum rates of pay, which will include the increases required, in accordance with the Commonwealth Government's Guidance, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (ACWVC) Decision and the associated Aged Care Nurses Work Value Case.

74.3 Allowances that are not determined as a percentage of a wage rate under this Agreement (such other allowances not fixed as a percentage of the weekly rate shall be increased in accordance with the increases prescribed in sub clause 74.1.

74.4 FWC Aged Care Work Value Case (Stage 3)

In terms of next steps, the parties understand that:

- following receipt of submissions from the parties to the ACWVC, including the Commonwealth Government, the FWC will hand down a further decision and subsequent Award Determinations under Stage 3 that provide the operative dates of the increases to the minimum rates of pay in the Nurses Award, the Aged Care Award and SCHCADS Award for the Stage 3 Classifications;
- the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and
- the Commission will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.

Accordingly, the employer:

- will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases; and
- in doing so, maintain the quantum and timing of the wage increases at clause 74.1 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 74.1.

Illustrative example: A Wage Skill Group 4 Year 1 Direct Care worker is paid \$34.5470 on 1 August 2025, but the Commonwealth Government's funding and Guidance is to increase the applicable hourly rate by \$2.10 p/h on 1 October 2025. The employer will then apply the ACWV wage increase on 1 October 2025 to the hourly rate of \$34.5470 (with a new 1/10/25 hourly rate of \$36.647). This rate will then be used as the basis to apply subsequent wage increases; eg. the 1 July 2026 increase of 3.25% will be applied to the 1/10/25 hourly rate of \$36.647.

- When the Nurses WVC has been determined by the Commission, the Employer commits to: increase the applicable minimum rates under this Agreement for Nurses in accordance with guidance / direction from the Commonwealth Government and where funded to do so;

- maintain the quantum and timing of the wage increases at clause 7.1 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 1.1.
 - promptly meet with the ANMF and HWU to discuss the implementation of the outcome.
- 74.5 In consultation with the unions, the Employer will seek to vary the enterprise agreement in accordance with the Fair Work Act to insert the updated wages schedule and any other necessary amendments to agreement clauses

75 ADVERTISEMENT OF VACANCIES

- 75.1 Where a vacancy arises within a department, the responsible manager will initiate action to advertise the vacant position or available hours, internally and externally if necessary, as soon as practicable after receiving notice of resignation.
- 75.2 The employer will advertise all vacancies that arise where the vacancy relates to a position that, but for the vacancy occurring would have been ongoing, as soon as practicable.
- 75.3 The provisions of this clause are not intended to eliminate the ability of the employer to make direct appointments as required.

76 REPLACING PLANNED AND UNPLANNED ABSENCES

- 76.1 When filling vacant shifts, the Employer will give preference to employees in the following order:
- existing part-time Employees who would not attract Overtime by performing the additional shift; then
 - casual Employees who would not attract Overtime by performing the additional shift;
 - then part time Employees or full-time Employees who would attract Overtime by performing the additional shift; or Agency staff.

77 REASONABLE ADJUSTMENTS

- 77.1 Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform the inherent requirements of the role, subject to subclause 77.2 below.
- 77.2 An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the inherent requirements of their job even after the adjustments are made.

Definitions:

Disability has the same meaning as section 4 of the Equal Opportunity Act and includes:

- total or partial loss of a bodily function; or
- presence in the body of organisms that may cause disease;
- total or partial loss of a part of the body; or
- malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person learning more slowly than those without the condition or disorder.

Reasonable adjustments has the same meaning as section 20 of the Equal Opportunity Act and requires consideration of all relevant facts and circumstances including:

- the employee's circumstances, including the nature of the disability;

- the nature and inherent requirements of the Employee's role;
- the nature of the adjustment required to accommodate the Employee's disability;
- the financial circumstances of the Employer;
- the size and nature of the workplace and the Employer's business;
- the effect on the workplace and the Employer's business of making
- the adjustment including the financial impact, the number of persons
- who would benefit or be disadvantaged and the impact of efficiency and productivity;
- the consequences for the Employer in making the adjustment; and
- the consequences for the Employee in not making the adjustment

78 TRAVEL TIME AND MILEAGE

- 78.1 Where an Employee is required to work at different locations, they shall be paid at their ordinary rate and any applicable shift and weekend penalty rates for the time reasonably required to travel from one client engagement to the next - from the location of the preceding client to the location of the next client. Such time shall be treated as ordinary time worked and count towards meeting an Employee's guaranteed minimum number of contracted hours in the pay period and for the purposes of accrual of leave entitlements but will not attract overtime penalties. This clause does not apply to travel prior to the commencement of work or after the cessation of work, nor does it apply to travel within the unpaid breaks.
- 78.2 Employees required to travel at the direction of the Employer must be reimbursed all expenses actually and reasonably incurred in undertaking such travel, excluding travel from the Employee's home to the place of work and travel from the place of work to the Employee's home. 'Place of work' includes an Employee's designated office or hot desk, or the location of client services for that day, including but not limited to the client's home address, the service centre, and/or the respite centre.
- 78.3 If the Employee is required to use a private motor vehicle for such travel, the Employee must be reimbursed at the rate prescribed by this agreement

79 UNDERPAYMENTS

- 79.1 This clause applies only to the fortnightly payment of wages and provides an entitlement for employees to seek payment of any outstanding amounts of their fortnightly pay within certain timeframes.
- 79.2 Underpayments that have been notified to the Payroll team, and authorised by the relevant manager, prior to 5pm on the Thursday following the day pay is processed, will be processed by Payroll on the Friday following the day payment was made or the next business day in the event that there is a public holiday observed on the Friday.
- 79.3 This clause will apply only to underpayment notifications relating to the most recent pay cycle.

SCHEDULE ONE – CLASSIFICATIONS AND WAGE RATES

A. SALARY INCREASES FOR ALL EMPLOYEES

1 July, 2024	4%
1 July, 2025	3.75%
1 July, 2026	3.25%
1 July, 2027	3%

In each year of the agreement the salaries will increase by the percentage listed within the table above unless the Fair Work Commission announces a more favourable Award wages increase, in which case the more favourable increase percentage will apply.

The following salaries will become payable to employees from the first pay period commencing on or after the date specified in the columns below.

B. REGISTERED AND ENROLLED NURSES

Registered Nurse	1 July 2024		1 July 2025		1 July 2026		1 July 2027		Comparative Award:
Rates per week	4%		3.75%		3.25%		3%		Nurses Award 2010
Registered Nurse Grade 2	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Level 2
Year 1	1659.9493	43.6829	1722.1974	45.3210	1778.1688	46.7939	1831.5138	48.1977	PP1
Year 2	1860.4205	48.9584	1930.1863	50.7944	1992.9173	52.4452	2052.7048	54.0185	PP3
Year 3	1986.8454	52.2854	2061.3521	54.2461	2128.3460	56.0091	2192.1964	57.6894	PP4
Registered Nurse Grade 3A									Level 3
Year 1	2044.5719	53.8045	2121.2433	55.8222	2190.1837	57.6364	2255.8892	59.3655	PP1
Year 2	2077.9746	54.6835	2155.8986	56.7342	2225.9653	58.5780	2292.7443	60.3354	PP2
Registered Nurse Grade 3B									Level 3
Year 1	2125.6506	55.9382	2205.3625	58.0359	2277.0368	59.9220	2345.3479	61.7197	PP3
Year 2	2172.4381	57.1694	2253.9046	59.3133	2327.1565	61.2410	2396.9712	63.0782	PP4
Registered Nurse Grade 4A									Level 4
Year 1	2246.7246	59.1243	2330.9767	61.3415	2406.7335	63.3351	2478.9355	65.2351	PP1
Year 1 (Charge Nurse NUM)	2313.9874	60.8944	2400.7620	63.1779	2478.7867	65.2312	2553.1503	67.1882	PP2
Year 2	2333.1329	61.3982	2420.6254	63.7007	2499.2957	65.7709	2574.2746	67.7441	PP3
Year 2 (Charge Nurse NUM)	2387.1057	62.8186	2476.6222	65.1743	2557.1124	67.2924	2633.8257	69.3112	PP3
Registered Nurse Grade 4B									Level 4
Year 1	2384.0265	62.7375	2473.4275	65.0902	2553.8139	67.2056	2630.4283	69.2218	PP3
Year 2	2436.9590	64.1305	2528.3450	66.5354	2610.5162	68.6978	2688.8317	70.7587	PP3
Year 2 (Charge Nurse NUM)	2439.6722	64.2019	2531.1599	66.6095	2613.4226	68.7743	2691.8252	70.8375	PP3
Year 4	2493.6572	65.6226	2587.1693	68.0834	2671.2523	70.2961	2751.3899	72.4050	PP3
Year 5	2549.7963	67.0999	2645.4137	69.6161	2731.3896	71.8787	2813.3313	74.0350	PP3
Registered Nurse Grade 5	2500.2419	65.7958	2594.0009	68.2632	2678.3060	70.4817	2758.6551	72.5962	Level 5 – PP4
Registered Nurse Grade 6	2729.2720	71.8229	2831.6197	74.5163	2923.6473	76.9381	3011.3568	79.2462	Level 5 - PP5
Registered Nurse Grade 7	2987.2524	78.6119	3099.2744	81.5599	3207.7490	84.4144	3303.9814	86.9469	Level 5 – PP6

Enrolled Nurse	1 July 2024		1 July 2025		1 July 2026		1 July 2027		Comparative Award:
Rates per week/hourly	4%		3.75%		3.25%		3%		Nurses Award 2010 - RN 2
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	
EN Year 6 (non med endorsed)	1459.4380	38.4063	1514.1670	39.8465	1563.3774	41.1415	1610.2787	42.3758	PP5
EN Year 7 (non med endorsed)	1484.0234	39.0532	1539.6743	40.5177	1589.7137	41.8346	1637.4051	43.0896	PP5
EN Year 8 (non med endorsed)	1508.3559	39.6936	1564.9192	41.1821	1615.7791	42.5205	1664.2525	43.7961	PP5
EEN Year 1	1383.3660	36.4044	1435.2422	37.7695	1481.8876	38.9970	1526.3442	40.1670	PP5
EEN Year 2	1407.5996	37.0421	1460.3846	38.4312	1507.8471	39.6802	1553.0825	40.8706	PP5
EEN Year 3	1432.4972	37.6973	1486.2159	39.1109	1534.5179	40.3821	1580.5534	41.5935	PP5
EEN Year 4	1460.1889	38.4260	1514.9460	39.8670	1564.1817	41.1627	1611.1072	42.3976	PP5
EEN Year 5	1486.0271	39.1060	1541.7531	40.5725	1591.8601	41.8911	1639.6159	43.1478	PP5
EEN Year 6	1511.5254	39.7770	1568.2076	41.2686	1619.1743	42.6099	1667.7496	43.8881	PP5
EEN Year 7	1537.0948	40.4499	1594.7359	41.9667	1646.5648	43.3307	1695.9617	44.6306	PP5
EEN Year 8	1562.4034	41.1159	1620.9936	42.6577	1673.6759	44.0441	1723.8861	45.3654	PP5
EEN Supervisor Year 1	1501.2581	39.5068	1557.5553	40.9883	1608.1758	42.3204	1656.4211	43.5900	PP5
EEN Supervisor Year 2	1527.8195	40.2058	1585.1127	41.7135	1636.6289	43.0692	1685.7277	44.3613	PP5
EEN Supervisor Year 3	1555.1160	40.9241	1613.4328	42.4588	1665.8694	43.8387	1715.8454	45.1538	PP5
EEN Supervisor Year 4	1585.4634	41.7227	1644.9182	43.2873	1698.3781	44.6942	1749.3294	46.0350	PP5
EEN Supervisor Year 5	1613.7873	42.4681	1674.3044	44.0606	1728.7193	45.4926	1780.5808	46.8574	PP5
EEN Supervisor Year 6	1641.7398	43.2037	1703.3051	44.8238	1758.6625	46.2806	1811.4224	47.6690	PP5
EEN Supervisor Year 7	1669.7674	43.9412	1732.3837	45.5890	1788.6862	47.0707	1842.3468	48.4828	PP5
EEN Supervisor Year 8	1697.5105	44.6713	1761.1671	46.3465	1818.4050	47.8528	1872.9572	49.2883	PP5

C. NON-DIRECT CARE WORKERS -TECHNICAL, FOOD SERVICES, GENERAL SERVICES AND ADMINISTRATION / CLERICAL STAFF

Technical, Food Services. General Services and Administration/Clerical Staff (Non Direct)	1 July 2024		1 January 2025 (ACWV Increase)		1 July 2025		1 July 2026		1 July 2027		Comparative Award:
Rates per week/hourly	4%				3.75%		3.25%		3%		Aged Care Award (General)
LEVEL 2	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Level 3
Year 1	1043.6925	27.4656	1074.4725	28.2756	1114.7652	29.3359	1150.4377	30.2747	1184.9508	31.1829	
Year 2	1052.1512	27.6882	1082.9312	28.4982	1123.5411	29.5669	1159.4945	30.5130	1194.2793	31.4284	
Year 3	1060.4226	27.9059	1091.2026	28.7159	1132.1227	29.7927	1168.3507	30.7461	1203.4012	31.6685	
Year 4	1070.3788	28.1679	1101.1588	28.9779	1142.4523	30.0645	1179.0107	31.0266	1214.3811	31.9574	
Year 5	1072.2169	28.2162	1102.9969	29.0262	1144.3592	30.1147	1180.9787	31.0784	1216.4081	32.0107	
Level 3											Level 3
Year 1	1069.5790	28.1468	1100.3590	28.9568	1141.6225	30.0427	1178.1544	31.0041	1213.4991	31.9342	
Year 2	1078.0375	28.3694	1108.8175	29.1794	1150.3982	30.2736	1187.2109	31.2424	1222.8272	32.1797	
Year 3	1086.3089	28.5871	1117.0889	29.3971	1158.9798	30.4995	1196.0671	31.4755	1231.9491	32.4197	
Year 4	1096.2654	28.8491	1127.0454	29.6591	1169.3096	30.7713	1206.7275	31.7560	1242.9293	32.7087	
Year 5	1098.1203	28.8979	1128.9003	29.7079	1171.2341	30.8219	1208.7135	31.8083	1244.9750	32.7625	
Level 4											Level 3
Year 1	1081.9179	28.4715	1112.6979	29.2815	1154.4241	30.3796	1191.3657	31.3517	1227.1066	32.2923	
Year 2	1090.3765	28.6941	1121.1565	29.5041	1163.1999	30.6105	1200.4223	31.5901	1236.4350	32.5378	
Year 3	1098.6479	28.9118	1129.4279	29.7218	1171.7815	30.8364	1209.2785	31.8231	1245.5568	32.7778	
Year 4	1108.6042	29.1738	1139.3842	29.9838	1182.1112	31.1082	1219.9387	32.1037	1256.5369	33.0668	
Year 5	1110.4423	29.2222	1141.2223	30.0322	1184.0181	31.1584	1221.9067	32.1554	1258.5639	33.1201	
Level 5											Level 3
Year 1	1107.9915	29.1577	1138.7715	29.9677	1181.4755	31.0915	1219.2827	32.0864	1255.8611	33.0490	
Year 2	1116.4331	29.3798	1147.2131	30.1898	1190.2336	31.3219	1228.3211	32.3242	1265.1707	33.2940	
Year 3	1124.7215	29.5979	1155.5015	30.4079	1198.8328	31.5482	1237.1955	32.5578	1274.3114	33.5345	
Year 4	1134.6778	29.8599	1165.4578	30.6699	1209.1625	31.8201	1247.8557	32.8383	1285.2914	33.8235	

Year 5	1136.5159	29.9083	1167.2959	30.7183	1211.0695	31.8702	1249.8237	32.8901	1287.3184	33.8768	
Level 6											Level 4
Year 1	1120.8411	29.4958	1152.0011	30.3158	1195.2012	31.4527	1233.4476	32.4591	1270.4511	33.4329	
Year 2	1129.2996	29.7184	1160.4596	30.5384	1203.9769	31.6836	1242.5041	32.6975	1279.7792	33.6784	
Year 3	1137.5710	29.9361	1168.7310	30.7561	1212.5585	31.9094	1251.3603	32.9305	1288.9011	33.9185	
Year 4	1147.5275	30.1981	1178.6875	31.0181	1222.8882	32.1813	1262.0207	33.2111	1299.8813	34.2074	
Year 5	1149.3824	30.2469	1180.5424	31.0669	1224.8127	32.2319	1264.0067	33.2633	1301.9270	34.2612	
Level 7											Level 4
Year 1	1148.2160	30.2162	1179.3760	31.0362	1223.6026	32.2001	1262.7578	33.2305	1300.6406	34.2274	
Year 2	1157.1263	30.4507	1188.2863	31.2707	1232.8470	32.4433	1272.2981	33.4815	1310.4671	34.4860	
Year 3	1165.4146	30.6688	1196.5746	31.4888	1241.4462	32.6696	1281.1724	33.7151	1319.6076	34.7265	
Year 4	1175.3540	30.9304	1206.5140	31.7504	1251.7583	32.9410	1291.8146	33.9951	1330.5690	35.0150	
Year 5	1177.2091	30.9792	1208.3691	31.7992	1253.6829	32.9917	1293.8008	34.0474	1332.6148	35.0688	
Level 8											Level 5
Year 1	1171.7459	30.8354	1203.6659	31.6754	1248.8034	32.8632	1288.7651	33.9149	1327.4280	34.9323	
Year 2	1180.2045	31.0580	1212.1245	31.8980	1257.5792	33.0942	1297.8217	34.1532	1336.7564	35.1778	
Year 3	1188.4759	31.2757	1220.3959	32.1157	1266.1608	33.3200	1306.6779	34.3863	1345.8782	35.4178	
Year 4	1198.4321	31.5377	1230.3521	32.3777	1276.4903	33.5919	1317.3380	34.6668	1356.8581	35.7068	
Year 5	1200.2873	31.5865	1232.2073	32.4265	1278.4151	33.6425	1319.3243	34.7191	1358.9041	35.7606	
Level 9											Level 6
Year 1	1202.3977	31.6420	1236.2177	32.5320	1282.5759	33.7520	1323.6183	34.8321	1363.3268	35.8770	
Year 2	1210.8563	31.8646	1244.6763	32.7546	1291.3517	33.9829	1332.6749	35.0704	1372.6552	36.1225	
Year 3	1219.1276	32.0823	1252.9476	32.9723	1299.9331	34.2088	1341.5310	35.3034	1381.7769	36.3626	
Year 4	1229.0839	32.3443	1262.9039	33.2343	1310.2628	34.4806	1352.1912	35.5840	1392.7570	36.6515	
Year 5	1230.9391	32.3931	1264.7591	33.2831	1312.1876	34.5313	1354.1776	35.6363	1394.8029	36.7053	
Level 10											Level 6
Year 1	1273.3857	33.5102	1307.2057	34.4002	1356.2259	35.6902	1399.6252	36.8322	1441.6139	37.9372	
Year 2	1281.8445	33.7327	1315.6645	34.6227	1365.0019	35.9211	1408.6819	37.0706	1450.9424	38.1827	
Year 3	1290.1150	33.9504	1323.9350	34.8404	1373.5826	36.1469	1417.5372	37.3036	1460.0633	38.4227	
Year 4	1300.0719	34.2124	1333.8919	35.1024	1383.9129	36.4188	1428.1981	37.5842	1471.0440	38.7117	
Year 5	1301.9266	34.2612	1335.7466	35.1512	1385.8371	36.4694	1430.1839	37.6364	1473.0894	38.7655	

Level 11											Level 7
Year 1	1337.1570	35.1883	1371.3570	36.0883	1422.7829	37.4417	1468.3119	38.6398	1512.3613	39.7990	
Year 2	1345.6157	35.4109	1379.8157	36.3109	1431.5588	37.6726	1477.3687	38.8781	1521.6898	40.0445	
Year 3	1353.8863	35.6286	1388.0863	36.5286	1440.1395	37.8984	1486.2240	39.1112	1530.8107	40.2845	
Year 4	1363.8433	35.8906	1398.0433	36.7906	1450.4700	38.1703	1496.8850	39.3917	1541.7915	40.5735	
Year 5	1365.6979	35.9394	1399.8979	36.8394	1452.3941	38.2209	1498.8707	39.4440	1543.8368	40.6273	

DIRECT CARE WORKERS - PERSONAL CARE, SUPPORT, FOOD SERVICES.

Personal Care, Support, Food Services (Direct Care)	1 July 2024		1 January 2025 (ACWV increase)		1 July 2025		1 July 2026		1 July 2027		Comparative Award :
Rates per week/hourly	4%				3.75%		3.25%		3%		Aged Care Award (Direct Care)
Level 2	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Level 2
Year 1	1183.1981	31.1368	1221.5781	32.1468	1267.3873	33.3523	1308.5774	34.4362	1347.8347	35.4693	
Year 2	1191.6568	31.3594	1230.0368	32.3694	1276.1632	33.5832	1317.6385	34.6747	1357.1677	35.7149	
Year 3	1199.9282	31.5771	1238.3082	32.5871	1284.7448	33.8091	1326.4990	34.9079	1366.2940	35.9551	
Year 4	1209.8844	31.8391	1248.2644	32.8491	1295.0743	34.0809	1337.1643	35.1885	1377.2792	36.2442	
Year 5	1211.7225	31.8874	1250.1025	32.8974	1296.9813	34.1311	1339.1332	35.2403	1379.3072	36.2976	
Level 3											Level 2
Year 1	1214.6174	31.9636	1252.9974	32.9736	1299.9848	34.2101	1342.2343	35.3220	1382.5014	36.3816	
Year 2	1223.0759	32.1862	1261.4559	33.1962	1308.7605	34.4411	1351.2952	35.5604	1391.8341	36.6272	
Year 3	1231.3473	32.4039	1269.7273	33.4139	1317.3421	34.6669	1360.1557	35.7936	1400.9604	36.8674	
Year 4	1241.3038	32.6659	1279.6838	33.6759	1327.6719	34.9387	1370.8212	36.0742	1411.9459	37.1565	
Year 5	1243.1587	32.7147	1281.5387	33.7247	1329.5964	34.9894	1372.8083	36.1265	1413.9925	37.2103	
Level 4											Level 2
Year 1	1226.9563	32.2883	1265.3363	33.2983	1312.7864	34.5470	1355.4520	35.6698	1396.1155	36.7399	
Year 2	1235.4149	32.5109	1273.7949	33.5209	1321.5622	34.7780	1364.5130	35.9082	1405.4484	36.9855	
Year 3	1243.6863	32.7286	1282.0663	33.7386	1330.1438	35.0038	1373.3735	36.1414	1414.5747	37.2257	
Year 4	1253.6426	32.9906	1292.0226	34.0006	1340.4735	35.2756	1384.0389	36.4221	1425.5600	37.5147	
Year 5	1255.4807	33.0390	1293.8607	34.0490	1342.3805	35.3258	1386.0078	36.4739	1427.5881	37.5681	
Level 5											Level 2
Year 1	1253.0299	32.9745	1291.4099	33.9845	1339.8378	35.2589	1383.3825	36.4048	1424.8840	37.4969	
Year 2	1261.4715	33.1966	1299.8515	34.2066	1348.5959	35.4894	1392.4253	36.6428	1434.1981	37.7421	
Year 3	1269.7599	33.4147	1308.1399	34.4247	1357.1952	35.7157	1401.3040	36.8764	1443.3432	37.9827	
Year 4	1279.7162	33.6767	1318.0962	34.6867	1367.5249	35.9875	1411.9694	37.1571	1454.3285	38.2718	

Year 5	1281.5543	33.7251	1319.9343	34.7351	1369.4318	36.0377	1413.9384	37.2089	1456.3565	38.3252	
Level 6											Level 3
Year 1	1267.4603	33.3542	1305.0803	34.3442	1354.0209	35.6321	1398.0265	36.7902	1439.9673	37.8939	
Year 2	1275.9188	33.5768	1313.5388	34.5668	1362.7965	35.8631	1407.0874	37.0286	1449.3000	38.1395	
Year 3	1284.1902	33.7945	1321.8102	34.7845	1371.3781	36.0889	1415.9479	37.2618	1458.4263	38.3796	
Year 4	1294.1467	34.0565	1331.7667	35.0465	1381.7079	36.3607	1426.6134	37.5425	1469.4118	38.6687	
Year 5	1296.0016	34.1053	1333.6216	35.0953	1383.6324	36.4114	1428.6005	37.5947	1471.4585	38.7226	
Level 7											Level 3
Year 1	1294.8352	34.0746	1332.4552	35.0646	1382.4222	36.3795	1427.3510	37.5619	1470.1715	38.6887	
Year 2	1303.7455	34.3091	1341.3655	35.2991	1391.6667	36.6228	1436.8959	37.8130	1480.0028	38.9474	
Year 3	1312.0338	34.5272	1349.6538	35.5172	1400.2658	36.8491	1445.7745	38.0467	1489.1477	39.1881	
Year 4	1321.9732	34.7888	1359.5932	35.7788	1410.5780	37.1205	1456.4218	38.3269	1500.1144	39.4767	
Year 5	1323.8283	34.8376	1361.4483	35.8276	1412.5026	37.1711	1458.4089	38.3792	1502.1612	39.5306	
Level 8											Level 4
Year 1	1323.5027	34.8290	1350.1027	35.5290	1400.7315	36.8614	1446.2553	38.0594	1489.6430	39.2011	
Year 2	1331.9613	35.0516	1358.5613	35.7516	1409.5073	37.0923	1455.3163	38.2978	1498.9758	39.4467	
Year 3	1340.2327	35.2693	1366.8327	35.9693	1418.0889	37.3181	1464.1768	38.5310	1508.1021	39.6869	
Year 4	1350.1889	35.5313	1376.7889	36.2313	1428.4185	37.5900	1474.8421	38.8116	1519.0873	39.9760	
Year 5	1352.0441	35.5801	1378.6441	36.2801	1430.3432	37.6406	1476.8294	38.8639	1521.1343	40.0298	
Level 9											Level 5
Year 1	1362.4537	35.8540	1434.2737	37.7440	1488.0590	39.1594	1536.4209	40.4321	1582.5135	41.6451	
Year 2	1370.9123	36.0766	1442.7323	37.9666	1496.8348	39.3904	1545.4819	40.6706	1591.8464	41.8907	
Year 3	1379.1836	36.2943	1451.0036	38.1843	1505.4162	39.6162	1554.3423	40.9037	1600.9725	42.1309	
Year 4	1389.1399	36.5563	1460.9599	38.4463	1515.7459	39.8881	1565.0076	41.1844	1611.9579	42.4199	
Year 5	1390.9970	36.6052	1462.8170	38.4952	1517.6726	39.9388	1566.9970	41.2368	1614.0069	42.4739	
Level 10											Level 5
Year 1	1433.4417	37.7222	1505.2617	39.6122	1561.7090	41.0976	1612.4646	42.4333	1660.8385	43.7063	
Year 2	1441.9005	37.9447	1513.7205	39.8347	1570.4850	41.3286	1621.5257	42.6717	1670.1715	43.9519	
Year 3	1450.1710	38.1624	1521.9910	40.0524	1579.0657	41.5544	1630.3853	42.9049	1679.2969	44.1920	
Year 4	1460.1279	38.4244	1531.9479	40.3144	1589.3960	41.8262	1641.0514	43.1856	1690.2829	44.4811	
Year 5	1461.9826	38.4732	1533.8026	40.3632	1591.3202	41.8768	1643.0381	43.2378	1692.3293	44.5350	

Level 11											Level 6
Year 1	1499.9794	39.4731	1547.0994	40.7131	1605.1156	42.2399	1657.2819	43.6127	1707.0003	44.9211	
Year 2	1508.4381	39.6957	1555.5581	40.9357	1613.8916	42.4708	1666.3430	43.8511	1716.3333	45.1667	
Year 3	1516.7087	39.9134	1563.8287	41.1534	1622.4723	42.6966	1675.2026	44.0843	1725.4587	45.4068	
Year 4	1526.6657	40.1754	1573.7857	41.4154	1632.8027	42.9685	1685.8688	44.3650	1736.4448	45.6959	
Year 5	1528.5203	40.2242	1575.6403	41.4642	1634.7268	43.0191	1687.8554	44.4172	1738.4911	45.7498	

D. CASE MANAGERS, HOUSING SUPPORT STAFF

Case Managers / Housing Support Staff/Tenancy	1 July 2024		1 January 2025 (ACWV increase)		1 July 2025		1 July 2026		1 July 2027		Comparative Award/s:	Comparative Award/s:
Rates per week/hourly	4%				3.75%		3.25%		3%		Aged Care Award 2010	Social, Community Home Care and Disability Services Award 2010
	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly		
Level 1 Unqualified											Level 6 (Aged Care Award, direct care)	L4 HC SCHCADS Home Care Sector
Year 1	1391.5711	36.6203	1417.0311	37.2903	1470.1698	38.6887	1517.9503	39.9461	1563.4888	41.1444		Year 1
Year 2	1426.3610	37.5358	1451.8210	38.2058	1506.2643	39.6385	1555.2179	40.9268	1601.8744	42.1546		Year 2
Year 3	1462.0192	38.4742	1487.4792	39.1442	1543.2597	40.6121	1593.4157	41.9320	1641.2181	43.1900		Year 3
Year 4	1498.5672	39.4360	1524.0272	40.1060	1581.1783	41.6100	1632.5666	42.9623	1681.5436	44.2511		Year 3
Year 5 & thereafter	1536.0274	40.4218	1561.4874	41.0918	1620.0432	42.6327	1672.6946	44.0183	1722.8754	45.3388		Year 3
Level 2 Certificate											Level 6 (Aged Care Award, direct care)	L5 HC SCHCADS Home Care Sector
Year 1	1490.6292	39.2271	1542.6892	40.5971	1600.5400	42.1195	1652.5576	43.4884	1702.1343	44.7930		Year 1
Year 2	1528.3680	40.2202	1580.4280	41.5902	1639.6940	43.1498	1692.9841	44.5522	1743.7736	45.8888		Year 2
Year 3	1566.1056	41.2133	1618.1656	42.5833	1678.8468	44.1802	1733.4093	45.6160	1785.4116	46.9845		Year 3
Year 4	1603.8442	42.2064	1655.9042	43.5764	1718.0006	45.2105	1773.8357	46.6799	1827.0507	48.0803		Year 3
Year 5 & thereafter	1641.5830	43.1996	1693.6430	44.5696	1757.1546	46.2409	1814.2622	47.7437	1868.6900	49.1761		Year 3
Level 3 Diploma											Level 6 (Aged Care Award, direct care)	L5 HC SCHCADS Home Care Sector
Year 1	1509.5067	39.7239	1561.5667	41.0939	1620.1255	42.6349	1672.7795	44.0205	1722.9629	45.3411		Year 1
Year 2	1547.2443	40.7170	1599.3043	42.0870	1659.2782	43.6652	1713.2047	45.0843	1764.6009	46.4369		Year 2
Year 3	1584.9667	41.7096	1637.0267	43.0796	1698.4152	44.6951	1753.6137	46.1477	1806.2221	47.5322		Year 3
Year 4	1622.7055	42.7028	1674.7655	44.0728	1737.5692	45.7255	1794.0402	47.2116	1847.8614	48.6279		Year 3
Year 5 & thereafter	1660.4443	43.6959	1712.5043	45.0659	1776.7232	46.7559	1834.4667	48.2754	1889.5007	49.7237		Year 3
Level 4 Degree											Level 6 (Aged Care Award, direct care)	L5 HC SCHCADS Home Care Sector

Year 1	1528.3304	40.2192	1580.3904	41.5892	1639.6550	43.1488	1692.9438	44.5512	1743.7321	45.8877		Year 1
Year 2	1566.1056	41.2133	1618.1656	42.5833	1678.8468	44.1802	1733.4093	45.6160	1785.4116	46.9845		Year 2
Year 3	1603.8442	42.2064	1655.9042	43.5764	1718.0006	45.2105	1773.8357	46.6799	1827.0507	48.0803		Year 3
Year 4	1641.5830	43.1996	1693.6430	44.5696	1757.1546	46.2409	1814.2622	47.7437	1868.6900	49.1761		Year 3
Year 5 & thereafter	1679.3218	44.1927	1731.3818	45.5627	1796.3086	47.2713	1854.6887	48.8076	1910.3293	50.2718		Year 3

E. HOUSING AND HOMELESSNESS SUPPORT

Housing and Homelessness Support	1 July 2024		1 July 2025		1 July 2026		1 July 2027		Comparative Award/s:	
Rates per week / hourly	4%		3.75%		3.25%		3%		Aged Care Award 2010	Social, Community Home Care and Disability Services Award 2010 Home Care
Grade 1 Unqualified	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Level 6 (Aged Care Award, direct care)	Social and Community Sector
Year 1	1391.5711	36.6203	1443.7550	37.9936	1490.6770	39.2283	1535.3974	40.4052		Level 2 PP1
Year 2	1426.3610	37.5358	1479.8495	38.9434	1527.9446	40.2091	1573.7830	41.4153		Level 2 PP2
Year 3	1462.0192	38.4742	1516.8450	39.9170	1566.1424	41.2143	1613.1267	42.4507		Level 2 PP3
Year 4	1498.5672	39.4360	1554.7635	40.9148	1605.2933	42.2446	1653.4521	43.5119		Level 2 PP4
Year 5 & thereafter	1536.0274	40.4218	1593.6284	41.9376	1645.4214	43.3006	1694.7840	44.5996		Level 2 PP4
Grade 2									Level 6 (Aged Care Award, direct care)	Social and Community Sector
Year 1	1490.6292	39.2271	1546.5278	40.6981	1596.7899	42.0208	1644.6936	43.2814		Level 3 PP1
Year 2	1528.3680	40.2202	1585.6818	41.7285	1637.2164	43.0846	1686.3329	44.3772		Level 3 PP2
Year 3	1566.1056	41.2133	1624.8345	42.7588	1677.6416	44.1485	1727.9709	45.4729		Level 3 PP3
Year 4	1603.8442	42.2064	1663.9884	43.7892	1718.0680	45.2123	1769.6100	46.5687		Level 3 PP4
Year 5 & thereafter	1641.5830	43.1996	1703.1424	44.8195	1758.4945	46.2762	1811.2493	47.6645		Level 3 PP4
Grade 3									Level 6 (Aged Care Award, direct care)	Social and Community Sector
Year 1	1509.5067	39.7239	1566.1132	41.2135	1617.0119	42.5529	1665.5223	43.8295		Level 3 PP1
Year 2	1547.2443	40.7170	1605.2660	42.2438	1657.4371	43.6168	1707.1602	44.9253		Level 3 PP2
Year 3	1584.9667	41.7096	1644.4029	43.2738	1697.8460	44.6802	1748.7814	46.0206		Level 3 PP3
Year 4	1622.7055	42.7028	1683.5569	44.3041	1738.2725	45.7440	1790.4207	47.1163		Level 3 PP4
Year 5 & thereafter	1660.4443	43.6959	1722.7109	45.3345	1778.6990	46.8079	1832.0600	48.2121		Level 3 PP4

Grade 4									Level 6 (Aged Care Award, direct care)	Social and Community Sector
Year 1	1661.4799	43.7232	1723.7854	45.3628	1779.8084	46.8371	1833.2027	48.2422		Level 4 PP1
Year 2	1704.6976	44.8605	1768.6237	46.5427	1826.1040	48.0554	1880.8871	49.4970		Level 4 PP2
Year 3	1748.7156	46.0188	1814.2924	47.7445	1873.2569	49.2962	1929.4546	50.7751		Level 4 PP3
Year 4	1787.9316	47.0508	1854.9791	48.8152	1915.2659	50.4017	1972.7239	51.9138		Level 4 PP4
Year 5 & thereafter	1787.9316	47.0508	1854.9791	48.8152	1915.2659	50.4017	1972.7239	51.9138		Level 4 PP4
Grade 5									Level 6 (Aged Care Award, direct care)	Social and Community Sector
Year 1	1948.2973	51.2710	2021.3584	53.1936	2087.0526	54.9224	2149.6641	56.5701		Level 5 PP1
Year 2	1990.1344	52.3720	2064.7644	54.3359	2131.8693	56.1018	2195.8253	57.7849		Level 5 PP2
Year 3	2036.4833	53.5917	2112.8515	55.6014	2181.5191	57.4084	2246.9647	59.1307		Level 5 PP3
Year 4	2036.4833	53.5917	2112.8515	55.6014	2181.5191	57.4084	2246.9647	59.1307		Level 5 PP3
Year 5 & thereafter	2036.4833	53.5917	2112.8515	55.6014	2181.5191	57.4084	2246.9647	59.1307		Level 5 PP3

F. RECREATION STAFF

Recreation Staff	1 July 2024		1 January 2025 (ACWV increase)		1 July 2025		1 July 2026		1 July 2027		Comparative Award:
Rates per week/hourly	4%				3.75%		3.25%		3%		Aged Care Award (Direct Care)
Grade 1	Weekly	Hourly			Weekly	Hourly	Weekly	Hourly	Weekly	Hourly	Level 2
1st Year	1209.0828	31.8180	1247.4628	32.8280	1294.2426	34.0590	1336.3055	35.1659	1376.3947	35.1065	
2nd Year	1217.5422	32.0406	1255.9222	33.0506	1303.0193	34.2900	1345.3674	35.4044	1385.7285	35.3521	
3rd Year	1225.8100	32.2582	1264.1900	33.2682	1311.5971	34.5157	1354.2240	35.6375	1394.8507	35.5922	
4th Year	1235.7587	32.5200	1274.1387	33.5300	1321.9189	34.7873	1364.8813	35.9179	1405.8277	35.8811	
5th Year	1237.6256	32.5691	1276.0056	33.5791	1323.8558	34.8383	1366.8811	35.9706	1407.8876	35.9353	Level 3
Grade 2											
1st Year	1267.4589	33.3542	1302.0389	34.2642	1350.8653	35.5491	1394.7685	36.7044	1436.6115	36.8015	
2nd Year	1275.9117	33.5766	1310.4917	34.4866	1359.6352	35.7799	1403.8233	36.9427	1445.9380	37.0469	
3rd Year	1284.1795	33.7942	1318.7595	34.7042	1368.2129	36.0056	1412.6799	37.1758	1455.0603	37.2870	
4th Year	1294.1440	34.0564	1328.7240	34.9664	1378.5511	36.2777	1423.3540	37.4567	1466.0547	37.5763	
5th Year	1295.9950	34.1051	1330.5750	35.0151	1380.4716	36.3282	1425.3369	37.5089	1468.0970	37.6301	Level 5
Grade 3											
1st Year	1355.9233	35.6822	1427.7433	37.5722	1481.2837	38.9811	1529.4254	40.2480	1575.3082	39.3701	
2nd Year	1362.6022	35.8580	1434.4222	37.7480	1488.2130	39.1635	1536.5799	40.4363	1582.6773	39.5641	
3rd Year	1370.8856	36.0759	1442.7056	37.9659	1496.8070	39.3897	1545.4533	40.6698	1591.8169	39.8046	
4th Year	1380.8367	36.3378	1452.6567	38.2278	1507.1313	39.6614	1556.1131	40.9503	1602.7965	40.0935	Level 6
5th Year	1382.6862	36.3865	1454.5062	38.2765	1509.0502	39.7118	1558.0944	41.0025	1604.8372	40.1472	
Grade 4											
1st Year	1393.7518	36.6777	1440.8718	37.9177	1494.9045	39.3396	1543.4889	40.6181	1589.7936	40.4685	
2nd Year	1398.7353	36.8088	1445.8553	38.0488	1500.0749	39.4757	1548.8273	40.7586	1595.2921	40.6132	
3rd Year	1463.5323	38.5140	1510.6523	39.7540	1567.3018	41.2448	1618.2391	42.5852	1666.7862	42.4946	Level 6
4th Year	1545.1609	40.6621	1592.2809	41.9021	1651.9914	43.4735	1705.6811	44.8863	1756.8516	44.8648	
5th Year	1607.2784	42.2968	1654.3984	43.5368	1716.4383	45.1694	1772.2226	46.6374	1825.3893	46.6684	
Coordinator Unqualified											Level 6
1st Year	1499.9668	39.4728	1547.0868	40.7128	1605.1025	42.2395	1657.2684	43.6123	1706.9864	43.5525	

2nd Year	1508.4310	39.6956	1555.5510	40.9356	1613.8841	42.4706	1666.3354	43.8509	1716.3254	43.7983	
3rd Year	1516.7024	39.9132	1563.8224	41.1532	1622.4658	42.6965	1675.1959	44.0841	1725.4518	44.0385	
4th Year	1526.6519	40.1750	1573.7719	41.4150	1632.7883	42.9681	1685.8540	44.3646	1736.4296	44.3274	
5th Year	1528.5178	40.2242	1575.6378	41.4642	1634.7243	43.0191	1687.8528	44.4172	1738.4884	44.3815	
Coordinator(Qualified)											Level 6
1st Year	1717.2670	45.1912	1764.3870	46.4312	1830.5516	48.1724	1890.0445	49.7380	1946.7458	49.8620	
2nd Year	1748.7867	46.0207	1795.9067	47.2607	1863.2532	49.0330	1923.8089	50.6266	1981.5232	50.7772	
3rd Year	1820.9753	47.9204	1868.0953	49.1604	1938.1489	51.0039	2001.1387	52.6615	2061.1729	52.8732	
4th Year	1899.5034	49.9869	1946.6234	51.2269	2019.6218	53.1479	2085.2595	54.8752	2147.8173	55.1533	Level 6
Recreation Therapist											
1st Year	1608.5000	42.3289	1655.6200	43.5689	1717.7058	45.2028	1773.5312	46.6719	1826.7371	46.7039	
2nd Year	1653.6000	43.5158	1700.7200	44.7558	1764.4970	46.4341	1821.8432	47.9432	1876.4984	48.0134	
3rd Year	1689.2000	44.4526	1736.3200	45.6926	1801.4320	47.4061	1859.9785	48.9468	1915.7779	49.0470	
4th Year	1764.2000	46.4263	1811.3200	47.6663	1879.2445	49.4538	1940.3199	51.0611	1998.5295	51.2247	
5th Year	1829.3000	48.1395	1876.4200	49.3795	1946.7858	51.2312	2010.0563	52.8962	2070.3580	53.1149	

G. MANAGEMENT AND CORPORATE SERVICES STAFF

Program and Site Managers	1 July 2024		1 January 2025 (ACWV increase)		1 July 2025		1 July 2026		1 July 2027		Comparative Award/s:
Rates per week/hourly	4%				3.75%		3.25%		3%		Aged Care Award 2010 (General)
Senior Aged Care Services Manager	2699.3778	71.0363	2733.5778	71.9363	2836.0869	74.6339	2928.2597	77.0595	3016.1075	79.3713	Level 7
Community Housing & Support Manager	2159.5021	56.8290	2193.7021	57.7290	2275.9659	59.8938	2349.9348	61.8404	2420.4329	63.6956	Level 7
Residential Site Mgr Under 50 beds	1850.9955	48.7104	1885.1955	49.6104	1955.8904	51.4708	2019.4568	53.1436	2080.0405	54.7379	Level 7
Residential Site Mgr Over 50 beds	2159.5021	56.8290	2193.7021	57.7290	2275.9659	59.8938	2349.9348	61.8404	2420.4329	63.6956	Level 7
Corporate Service Program Mgrs	1773.8726	46.6809	1808.0726	47.5809	1875.8753	49.3651	1936.8413	50.9695	1994.9465	52.4986	Level 7
Corporate Service Program Coordinators	1542.5035	40.5922	1576.3235	41.4822	1635.4356	43.0378	1688.5873	44.4365	1739.2449	45.7696	Level 6
Assistant/Deputy Program Coordinators	1388.2433	36.5327	1422.0633	37.4227	1475.3907	38.8261	1523.3409	40.0879	1569.0411	41.2906	Level 6
Senior Administrative Staff	1388.2433	36.5327	1422.0633	37.4227	1475.3907	38.8261	1523.3409	40.0879	1569.0411	41.2906	Level 6
Specialist Administration Staff	1233.9972	32.4736	1267.8172	33.3636	1315.3603	34.6147	1358.1095	35.7397	1398.8528	36.8119	Level 6

SCHEDULE TWO – ALLOWANCES

ENROLLED NURSES

	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Morning Shift Allowance	32.3891	32.3113	33.3614	34.3622
Afternoon Shift Allowance	32.3891	32.3113	33.3614	34.3622
Night Shift Allowance	64.7921	64.6364	66.7370	68.7391

REGISTERED NURSES

	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Morning Shift Allowance	34.3139	35.6006	36.7577	37.8604
Afternoon Shift Allowance	34.3139	35.6006	36.7577	37.8604
Night Shift Allowance	68.5324	71.1023	73.4131	75.6155

ALL OTHER STAFF

	1 July 2024	1 July 2025	1 July 2026	1 July 2027
Morning Shift Allowance	28.4633	29.5307	30.4905	31.4052
Afternoon Shift Allowance	28.4633	29.5307	30.4905	31.4052
Night Shift Allowance	57.5938	59.7536	61.6956	63.5465

ALL STAFF ALLOWANCES

	1 July 2024	1 July 2025	1 July 2026	1 July 2027
On Call (5pm to 9am or 9am – 5pm)	57.4108	59.5637	61.4995	63.3445
On Call (Saturday, Sunday and Public Holiday)	57.4108	59.5637	61.4995	63.3445
Sleepover	117.6270	122.0380	126.0043	129.7844
Leaders Allowance	10% of rate	10% of rate	10% of rate	10% of rate
Meal Allow > 1 Hour OT	15.1332	15.7006	16.2109	16.6972
Meal Allow > 4 Hours OT	12.0840	12.5371	12.9446	13.3329
Vehicle Allowance (per km)	0.9900	1.0271	1.0605	1.0923
In Charge of Facility Allowance	77.1214	80.0134	82.6138	85.0923

HIGHER QUALIFICATIONS

Qualification Allowances – dollars per hour	1 July 2024	1 July 2025	1 July 2026	1 July 2027
<i>Base qualification - degree</i>				
Graduate Certificate	2.0914	2.1698	2.2404	2.3076
Post-graduate Diploma or Degree	3.3986	3.5260	3.6406	3.7498
Masters Degree	3.9214	4.0685	4.2007	4.3267
Doctorate	4.4443	4.6109	4.7608	4.9036
<i>Base qualification - certificate, diploma or advanced diploma</i>				
Certificate III or IV (120 classroom hours)	2.0914	2.1698	2.2404	2.3076
Certificate III or IV (240 classroom hours)	3.9214	4.0685	4.2007	4.3267
Advanced Diploma / Degree (if Advanced Diploma must be min 4 modules)	2.0914	2.1698	2.2404	2.3076

Advanced Diploma / Degree / Grad Cert (if Advanced Diploma must be min 8 modules)	3.9214	4.0685	4.2007	4.3267
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SCHEDULE THREE - SKILL LEVEL AND CLASSIFICATION DEFINITIONS

REGISTERED NURSE

Registered Nurse shall mean a person whose name appears in the appropriate Register maintained by the Australian Health Practitioner Regulation Agency.

REGISTERED NURSE GRADE 2

An entry level theirRegistered Nurse. An RN Grade 2 is not in charge of a ward or unit and does not manage other staff. The duties of an employee at this level may include, but not confined to:

- delivering direct and comprehensive nursing care to residents within a RACF.
- acting as a role model in the provision of holistic care to patients or clients.

REGISTERED NURSE GRADE 3

A Registered Nurse who, at the direction of the employer and with direct supervision, undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff).

The duties of an employee at this level may include, but not confined to:

- providing leadership and role modelling, in collaboration with others including the Supervisor and/or Manager.
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- delivering direct and comprehensive nursing care to residents within a RACF.
- coordinating, and ensuring the maintenance of standards of the nursing care of residents within a RACF.
- coordinating or managing nursing and personal care teams within a RACF.

REGISTERED NURSE GRADE 3A

In addition to the duties outlined in Registered Nurse Grade 3, a Registered Nurse at this level will:

- be appointed as the **second in charge**, however titled, of a facility with less than 61 beds. (Excluding Ron Conn)

REGISTERED NURSE GRADE 3B

In addition to the duties outlined in Registered Nurse Grade 3, a Registered Nurse at this level will:

be appointed as the **second in charge**, however, titled, of a facility with 61 or more beds. (Excluding Ron Conn)

REGISTERED NURSE GRADE 4

In addition to the duties outlined in Registered Nurse Grade 3, 3A and 3B, a Registered Nurse at this level will:-

- at the direction of the employer, and with indirect supervision undertakes clinical care with ad hoc responsibilities beyond provision of clinical care (e.g. rostering of other staff, allocation of duties to other staff)
- contribute to the development of clinical nursing policy for the purpose of facilitating the provision of quality nursing care;
- manage the activities of, and providing leadership, coordination and support to, a specified group of nurses (EN and RN) and personal care workers;
- be accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;

- be accountable for the development, implementation and evaluation of patterns of patient care for a specified span of control;
- be accountable for clinical operational planning and decision making for a specified span of control; and
- be accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control.

REGISTERED NURSE GRADE 4A

In addition to the duties outlined in Registered Nurse Grade 3, 3A and 3B, and 4, a Registered Nurse at this level will:

- be appointed as such in charge of a ward or section of a facility; be appointed as such in charge of a facility with less than 61 beds in the out of hours of the Facility Manager be employed as such and appointed as a Community Case Manager

REGISTERED NURSE GRADE 4B

In addition to the duties outlined in Registered Nurse Grade 3, 3A and 3B, and 4, a Registered Nurse at this level will:

- be appointed as such in charge of a ward or section of a facility with two or more years of in charge experience; be appointed as such in charge of a facility with more than 61 beds.

REGISTERED NURSE GRADE 5

A Registered Nurse appointed as a Clinical Care Coordinator or Clinical Nurse appointed to an individual facility or within a team across multiple facilities. The **Clinical Nurse** is a Registered Nurse appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility or clients living in the community, and who oversees the planning and evaluation of the clinical care of residents and clients.

The Clinical Nurse will have a high level of skill in clinical decision-making, in particular in problem identification and solution and analysis and interpretation of clinical data.

A **Registered Nurse** appointed **In Charge of a Facility** (however titled) in the off duty periods of the Director of Nursing/Facility Manager. At this level, the RN will not have any direct or indirect supervision.

A Registered Nurse appointed as a Clinical Nurse in a Residential Aged Care Facility (more than 50 beds). The first year rate for this classification shall be Grade 5 (13-50 beds). Thereafter, the rate of pay for this classification shall be Grade 5 (51-200 beds).

A Registered Nurse appointed as such to be in charge of a facility of 61 or more beds in the out of hours of the facility manager.

REGISTERED NURSE GRADE 6

In addition to the duties outlines in Registered Nurse Grade 5, a Registered Nurse at this level will:

- be appointed as an ADON (however titled)
- Be accountable for the standards of nursing care for the health unit and for coordination of the nursing service of the health unit;
- Contribute towards the development and evaluation of nursing policy, and generally contributing to the development of health unit policy;
- provide leadership, direction and management of clinical matters in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the DON (however titled);

- provide leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management;
- manage the budget of the Clinical Care team;
- ensure that nursing services meet the changing needs of clients or residents through proper strategic planning; and
- comply, and ensure the compliance of others, with the code of ethics and legal requirements of the nursing profession.

REGISTERED NURSE GRADE 7

Director of Nursing (however titled)

A Registered Nurse appointed as the principal nursing Executive Officer.

ENROLLED NURSE

Enrolled Nurse shall mean a person whose name appears in the appropriate Register maintained by the Australian Health Practitioner Regulation Agency.

ENROLLED NURSE – MEDICATION ENDORSED

Endorsed Enrolled Nurse (Medication Endorsed) shall mean an EN whose name appears in the Australian Health Practitioner Regulation Agency and who holds a Board approved qualification in medicines administration.

ENROLLED NURSE – MEDICATION ENDORSED SUPERVISOR

Shall mean an EN whose name appears in the Register maintained by the Australian Health Practitioner Regulation Agency and who holds a Board approved qualification in medicines administration and who works, after hours, in-charge of the facility.

EEN appointed as the Care Manager in a Residential Aged Care Service or as a Case Manager to clients assessed as requiring a high level home care package.

TECHNICAL, FOOD SERVICES AND ADMINISTRATION/CLERICAL STAFF (NON – DIRECT CARE)

LEVEL 2

An employee at this level:

Works within established routines, methods and procedures.

Has limited responsibility, accountability or discretion.

May work under limited supervision, either individually or in a team.

Possesses communication skills.

Requires on-the-job training and/or specific skills training or experience.

Indicative tasks performed at this level are:

GARDENER (NON-TRADE)

Means an employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

LEVEL 3

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures.

Is responsible for work performed with a limited level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses sound communication skills.

Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

DRIVER 1.25 TONNES OR LESS

Means a person employed to drive small vehicles (1.25 Tonnes or less) within and between establishments.

LAUNDRY HAND / DOMESTIC SERVICES ASSISTANT

CLEANER

FOOD SERVICES FOOD SERVICES ASSISTANT/ KITCHEN HAND

LEVEL 4

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)

An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

GENERAL CLERK/TYPIST

Person employed as such – second and subsequent years of service.

FOOD MONITOR

An employee responsible to a catering and/or dietary department whose primary function is to liaise with residents and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department.

Notwithstanding the provisions of this agreement' when the above duties are incidental to other duties

performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

LEVEL 5

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.

Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

DRIVER 1.25 TONNES TO 3 TONNES

Means a person employed to perform transport related functions, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes)

LEVEL 6

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability.

Works under limited supervision, either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

Possesses well developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

RECEPTIONIST

Is a person appointed as such. The Receptionist may combine answering the telephone with general administrative duties.

PAY CLERK

Is a person appointed as such who assists the pay officer or other responsible person to calculate time sheets and other relevant duties in the process of preparing payments to staff.

DRIVER OVER 3 TONNES

Means a person employed to perform transport related functions, including drivers of non-articulated vehicles over 3.0 Tonnes.

LEVEL 7

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.

Possesses well developed communication, interpersonal and/or arithmetic skills.

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:

COMPUTER CLERK

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is “multi-function administrative” or “batch processing”: General Clerk, Typist, Switchboard Operator, Receptionist, Ward Clerk, Inpatients/Out-patients Clerk and Pay Clerk.

SECOND COOK GRADE D

A second cook employed in a residential facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

GARDENER TRADE

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

HANDYPERSON TRADE

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the Industrial Training Act 1975 or holds an equivalent qualification acceptable to the employer.

LEVEL 8

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.

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

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:

CHEF GRADE D

A chef employed in a residential facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average

SECOND COOK GRADE C

A second cook employed in a residential facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

LEVEL 9

An employee at this level:

Is capable of functioning with a high level of autonomy, and prioritising their own 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

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:

COMPUTER CLERK ADVANCED

Means an employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.)

PAY CLERK ADVANCED

Is a person who in addition to the duties of a “Pay Clerk” will be required to possess a working knowledge of relevant Industrial awards, regulations and Acts, handles complex payroll and award interpretation inquiries and be capable of functioning semi-autonomously, prioritising their own work within established policies, guidelines and procedures.

GARDENER ADVANCED

Means a “Gardener Trade” who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise their own work with a substantial level of accountability and responsibility.

SECOND COOK GRADE B

A second cook employed in a residential facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

CHEF GRADE C

A chef employed in a residential facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

HANDYPERSON ADVANCED

Is a “Handyperson Trade” who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

LEVEL 10

An employee at this level:

Is capable of functioning autonomously, and prioritising their own 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

Will most likely 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:

CHEF GRADE B

A chef employed in a residential facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average.

SECOND COOK GRADE A

A second cook employed in a residential facility with more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

LEVEL 11

An employee at this level:

Is capable of functioning autonomously, and prioritising their own 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

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:

PRIVATE SECRETARY

Is a person who in addition to the possessing and using secretarial skills, (e.g. word processing, stenography, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

CHEF GRADE A

A chef employed in a residential facility more than 300 beds or a kitchen providing more than 2000 meals on a daily average.

FOOD OR GENERAL SERVICES SUPERVISOR

Is a person appointed as such performing work which involves the supervision of staff within the Food or General Services Stream of this Agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

PERSONAL CARE, SUPPORT, FOOD SERVICES (DIRECT CARE CLASSIFICATIONS)

LEVEL 2

An employee at this level:

Works within established routines, methods and procedures.

Has limited responsibility, accountability or discretion.

May work under limited supervision, either individually or in a team.

Possesses communication skills.

Requires on-the-job training and/or specific skills training or experience.

LEVEL 3

An employee at this level:

Is capable of prioritising work within established routines, methods and procedures.

Is responsible for work performed with a limited level of accountability or discretion.

Works under limited supervision, either individually or in a team.

Possesses sound communication skills.

Requires specific on-the-job training and/or relevant skills training or experience.

Indicative tasks performed at this level are:

PERSONAL CARE WORKER GRADE 1

Means a person employed in a Residential Aged Care Facility or in Home Care, to provide personal care to residents or clients in their home in the community. Such an employee would not possess any accredited training.

COOK EMPLOYED ALONE

Means a person employed as a sole cook who does not hold trade qualifications and is employed as the most senior food services employee within a Residential Aged Care Home.

LEVEL 4

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)

An admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative tasks performed at this level are:

FOOD MONITOR

An employee responsible to a catering and/or dietary department whose primary function is to liaise with residents and staff to obtain appropriate meal requirements of patients, and to tally and collate the overall results for the catering and/or dietary department, and is employed as the most senior food services employee within a Residential Aged Care Home.

Notwithstanding the provisions of this agreement' when the above duties are incidental to other duties performed, higher duties rates shall only apply when the above duties are performed for two hours or more in any day.

LEVEL 5

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.

Requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

DRIVER 1.25 TONNES TO 3 TONNES

Means a person employed to perform transport related functions involving clients, including drivers of intermediate sized vehicles (1.25 to 3.0 Tonnes)

LEVEL 6

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a medium level of accountability.

Works under limited supervision, either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

Possesses well developed communication, interpersonal and/or arithmetic skills.

Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative tasks performed at this level are:

PERSONAL CARE WORKER GRADE 2

Means a person employed in a Residential Aged Care Facility or in the home, to provide personal care to residents or clients. Such an employee must obtain a qualification in Aged Care at Certificate III level that has been issued by a registered training organisation.

LEVEL 7

An employee at this level:

Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

Is responsible for work performed with a substantial level of accountability.

Works either individually or in a team.

Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative or batch processing.

Possesses well developed communication, interpersonal and/or arithmetic skills.

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:

SECOND COOK GRADE D

A second cook employed in a residential facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

LEVEL 8

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.
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
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:

CHEF GRADE D

A chef employed in a residential facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

SECOND COOK GRADE C

A second cook employed in a residential facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

LEVEL 9

An employee at this level:

Is capable of functioning with a high level of autonomy, and prioritising their own 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

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:

PERSONAL CARE WORKER GRADE 3

Means a person employed in a Residential Aged Care Facility or in the home, to provide personal care to residents or clients. Such an employee, in addition to having not less than two years experience as a personal care worker and the training required at a Personal Care Worker 2 classification; a relevant qualification in Aged Care at Certificate IV level that has been issued by a registered training organisation.

SECOND COOK GRADE B

A second cook employed in a residential facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

CHEF GRADE C

A chef employed in a residential facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

LEVEL 10

An employee at this level:

Is capable of functioning autonomously, and prioritising their own 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

Will most likely 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:

CHEF GRADE B

A chef employed in a residential facility with 200 or more beds but less than 300 beds or a kitchen providing more than 1000 meals but less than 2000 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

SECOND COOK GRADE A

A second cook employed in a residential facility with more than 300 beds or a kitchen providing more than 2000 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

LEVEL 11

An employee at this level:

Is capable of functioning autonomously, and prioritising their own 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

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:

CHEF GRADE A

A chef employed in a residential facility more than 300 beds or a kitchen providing more than 2000 meals on a daily average, and is employed as the most senior food services employee within a Residential Aged Care Home.

FOOD OR GENERAL SERVICES SUPERVISOR

Is a person appointed as such performing work which involves the supervision of staff within the Food or General Services Stream of this Agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

PERSONAL CARE WORKER GRADE 4

Means a person employed in a Low Care or Multiple (Dual) Residential Aged Care Facility or in the home appointed as the personal care supervisor/coordination, and who holds the overall responsibility of managing or coordinating residents' or clients' personal care needs on a day to day basis.

CASE MANAGERS HOME SUPPORT

CASE MANAGER – LEVEL I

Means a person appointed as a Home Care Package Case Manager - Unqualified. Such an employee would not possess any accredited training.

CASE MANAGER – LEVEL II

A position in this level includes Case Manager. A position in this level has the following characteristics:

- the freedom to act is governed by clear objectives and budgets;
- assistance is available from senior employees;
- employees in this level are accountable for the quality, effectiveness, cost and timeliness of the programs, projects or work plans under their control and for the safety and security of the assets being managed.
- employees in this level require a thorough understanding of the relevant technology, procedures and processes used within their operating unit. They are required to have an understanding of the function of the position within its organisational context, including relevant policies, regulations and precedents. Positions in this level may provide direction, leadership and structured training or on-the-job training to supervised employees or groups of employees.

The Case ManagerLevel II will hold a relevant Certificate in an accredited training course relevant to the position.

CASE MANAGER – LEVEL III

Means a person appointed as a Home Care Package Case Manager. In addition to the characteristics listed for a Case Manager Level II, the Case Manager Level III will possess a Diploma in an accredited training course relevant to the position.

CASE MANAGER – LEVEL IV

Means a person appointed as a Home Care Package Case Manager. In addition to the characteristics listed for a Case Manager Level II & III, the Case ManagerLevel IV will possess a Degree in an accredited training course relevant to the position.

HOUSING AND HOMELESSNESS SUPPORT

A Housing and Homelessness Support will:

- help financially disadvantaged older people to find accommodation, fill out housing application forms, and assist with financial and legal work such as rent relief, bond assistance, tenancy advice and legal services;
- encourage and support the client to make decisions regarding their use of services and to manage their own health and welfare needs.

HOUSING AND HOMELESSNESS SUPPORT – GRADE I

Means a person appointed as an Housing and Homelessness Support (however titled). Such an employee would not possess any accredited training. An Housing and Homelessness Support Grade I may include the initial recruit who may have limited relevant experience and who will work under the supervision of a more senior employee.

HOUSING AND HOMELESSNESS SUPPORT – GRADE II

Positions at this level allow employees the scope for exercising initiative in the application of established work procedures; assistance is available from senior employees.

The Housing and Homelessness Support Level II will:

- at a minimum, possess a Certificate in an accredited training course relevant to the position;
- plan and coordinate their work;
- solve problems using knowledge, judgement and work organisational skills;
- work under general supervision;
- operate as a member of a team;
- supervise other employees.

HOUSING AND HOMELESSNESS SUPPORT – GRADE III

In addition to the characteristics listed for an Housing and Homelessness Support Level II, the Housing and Homelessness Support Level III will possess a Diploma in an accredited training course relevant to the position.

HOUSING AND HOMELESSNESS SUPPORT – GRADE IV

In addition to the characteristics listed above, employees at this level are expected to contribute knowledge in establishing procedures in the appropriate work related field and to supervise activities of a complex nature.

The Housing and Homelessness Support Level IV will:

- possess a Degree in an accredited training course relevant to the position;
- set outcomes within defined constraints;
- provide specialist technical advice;
- have freedom to act governed by clear objectives and/or budget constraints which may involve the contribution of knowledge in establishing procedures within the clear objectives and/or budget constraints where there are no defined, established practices;
- generally find solutions to problems in precedents, guidelines or instructions;
- usually have assistance available from senior employees.

HOUSING AND HOMELESSNESS SUPPORT – GRADE V

An Housing and Homelessness Support Grade V will operate as a specialist employee in the relevant discipline where decisions made and taken rest with the employee with no reference to a senior employee

The Housing and Homelessness Support Level V will:

- exercise a degree of autonomy;
- plan, co-ordinate, implement and administer the activities and policies including preparation of budget;

- develop, plan and supervise the implementation of educational and/or developmental programs for clients;
- plan, co-ordinate and administer the operation of the program including financial management and reporting;;
- set outcomes for lower classified employees;
- establish priorities and monitor work flow in areas of responsibility.

LEISURE/LIFESTYLE AND ACTIVITIES (RECREATION STAFF)

GRADE 1 - LEISURE AND LIFESTYLE ASSISTANT

Means an unqualified person employed to provide activities/diversional therapy in an aged care facility, however titled, or in the home.

Such a person is primarily required to assist with the planning and implementation as well as delivering lifestyle and leisure services related to client/resident enhancement programmes under the supervision and in co-operation with other members of the aged care team. The employer, where practicable, will assist the person to complete a qualification. Such assistance may include financial assistance, flexible rostering, supervised practice and/or study leave.

GRADE 2 - LEISURE AND LIFESTYLE ASSISTANT

Means a person appointed as such with a qualification at Certificate III level in Leisure and Lifestyle or Diversional Therapy, or other relevant qualification from a Registered Training Organisation. Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Coordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

GRADE 3 - LEISURE AND LIFESTYLE ASSISTANT

Means a person appointed as such with a qualification at Certificate IV level in Leisure and Lifestyle or Diversional Therapy or other relevant qualification from a Registered Training Organisation. Such a person is required to assist in the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes under the supervision and direction of the Lifestyle Coordinator, Therapist, Allied Health Professional or other staff member in cooperation with other members of the aged care team. This employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving License.

GRADE 4 - LEISURE AND LIFESTYLE ASSISTANT

Means a person appointed as such with a degree qualification in Recreation Management. Such a person is required to assist in the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes under the supervision and direction of the Lifestyle Coordinator, Therapist, Allied Health Professional or other staff member in cooperation with other members of the aged care team. This employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving License.

RECREATION THERAPIST

Means a person appointed as such with a degree qualification in Recreation Therapy and registration with the relevant agency.

A Recreation Therapist at this level would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline.

An employee at this level:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in Recreation Therapy as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes;

- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for clients and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

LEISURE AND LIFESTYLE COORDINATOR UNQUALIFIED

Is a suitably experienced, unqualified person appointed as such performing work which involved responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving License

LEISURE AND LIFESTYLE COORDINATOR QUALIFIED

Is a suitably experienced and qualified person appointed as such performing work which involves responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving License.

MANAGEMENT AND CORPORATE SERVICES STAFF

Program and Site Managers

DEPUTY GMO

Means the person appointed to the role Deputy – General Manager Operations

COMMUNITY HOUSING AND SUPPORT MANAGER

Means persons appointed as the Manager of a Community Housing / Support service.

RESIDENTIAL SITE MANAGER (UNDER 50 BEDS)

Means persons appointed as the Manager of a Residential Aged Care Facility with less than 50 beds.

RESIDENTIAL SITE MANAGER (OVER 50 BEDS)

Means persons appointed as the Manager of a Residential Aged Care Facility with more than 50 beds.

CORPORATE SERVICE PROGRAM MANAGERS

Means persons appointed as a Manager of a Corporate Service. The Manager of a Corporate Service will be appointed as such and report directly to the a member of the executive team.

Corporate Services Staff

CORPORATE SERVICE PROGRAM COORDINATORS

Means persons appointed as the Coordinator of a Corporate Service (however titled). The Coordinator of a Corporate Service will report directly to one of the Corporate Service Program Managers.

ASSISTANT/DEPUTY PROGRAM COORDINATORS

Means persons appointed as the Assistant or Deputy (however titled) to a Coordinator of a Corporate Service (however titled). The Assistant/Deputy Program Coordinator will report directly to one of the Corporate Service Program Coordinators.

SENIOR ADMINISTRATIVE STAFF

Persons in these roles are capable of functioning autonomously, and prioritising their own work and the work of others.

He/she may be responsible for development of policies, guidelines and procedures under the direction of a member of the senior executive.

Indicative tasks performed at this level are:

Executive Assistant

SPECIALIST ADMINISTRATIVE STAFF

Persons in these roles perform a specialist administrative function. Indicative tasks performed at this level are:

Rostering Coordinator

Senior Accounts Clerk

IT Assistant

SCHEDULE FOUR - LETTER OF APPOINTMENT

The letter of appointment (however titled) will contain the following information:

- 1 Name of Employer.
- 2 Date of commencement.
- 3 Employee's specific classification.
- 4 The workplace/campus/location where the person is to be situated.
- 5 The name of the industrial instruments (e.g. Award and Enterprise Agreement) which contains the Employee's terms and conditions of employment.
- 6 The mode of employment.
- 7 The exact number of contracted weekly or fortnightly hours will be prescribed [insert actual minimum contracted hours e.g. 24] and for part time employees the letter should indicate whether (by mutual agreement) additional shifts may be added.
- 8 The general pattern of the shifts expected to be worked in accordance with the roster will be identified.
- 9 The Employee will be advised that if they agree to work regular additional shifts then they may request that the contract of employment be varied to reflect those additional hours (subject to any provisos in this Agreement).
- 10 Date of commencement.
- 11 Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
- 12 Other information as required depending on the nature of the position.

CERTIFICATE OF SERVICE AND TRAINING (UPON REQUEST BY THE EMPLOYEE)

- a. Name of Employer.
- b. Employee's classification (e.g. Grade 2 Year 4, Grade 4B Year 1, Enrolled Pay Point 4), rate of pay and regular allowances.
- c. Date of commencement and termination.
- d. The workplace/campus/location where the person was situated.
- e. Their mode of employment i.e. full-time, part-time or bank.
- f. Fortnightly hours on commencement and on termination.
- g. Summary of training (both external and in-service) undertaken during employment, including training nominal hours and indication of successful completion so far as such information is reasonably accessible to the Employer.

SIGNATURE PAGE

This Enterprise Agreement is made in accordance the Fair Work Act 2009, between:

WINTRINGHAM

ABN: 97 007 293 478

[please print employer's company name(s)]

and their employees

SIGNED for and on behalf of WINTRINGHAM by its authorised officer:

Full name: Mathew John Small

Title: Act. General Manager People Culture and Engagement

Address: 287-313 Macaulay Road, North Melbourne Vic 3051

Signature:



Date:

24 March 2025

Witness Full name:

Lucinda Jones

Witness signature:



Date:

24 March 2025.

SIGNED for and on behalf of the Australian Nursing and Midwifery Federation to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Full name:

Lisa Fitzpatrick

Title:

Secretary

Address:

535 Elizabeth Street, Melbourne Victoria 3000

Signature:

Lisa Fitzpatrick

Date:

25 March 2025

Witness full name:

Kellie Whitefield

Witness signature:

Kellie Whitefield

Date:

25 March 2025

SIGNED for and on behalf of the Health Services Union, Tasmania Branch trading as the Health and Community Services Union (Tas) to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Full name:

Robbie Moore

Title:

State Secretary

Address:

11 Clare St. New Town Tas 7008

Signature:



Date:

24/03/25

Witness full name:

James Eddington

Witness signature:



Date:

24/03/25

SIGNED for and on behalf of the Health Services Union of Australia, Victoria No. 1 Branch, trading as the "Health Workers Union" to be covered by the Agreement for the purposes of reg 2.06A of the Fair Work Regulations 2009 (Cth):

Full name:

Charlie Donnelly

Title:

Interim Administrator of the HWU (in lieu of the Secretary)

Address:

10/663 Victoria Street, Abbotsford, VIC 3067

Signature:



Date:

19 March 2025

Witness full name:

Cameron Granger

Witness signature:



Date:

19 March 2025

IN THE FAIR WORK COMMISSION

FWC Matter No.:
AG2025/837

Applicant:
Wintringham

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Mat Small, Acting General Manager People, Culture and Engagement have the authority given to me by Wintringham to give the following undertakings with respect to the Wintringham Collective Agreement 2024 ("the Agreement"):

1. During the term of this agreement, Wintringham undertakes to apply the casual penalty rate calculation method for work performed by employees who would otherwise be covered by the Nurses Award 2020. This includes work performed on Saturdays, Sundays, and Public Holidays, in accordance with the compounding method outlined in the Nurses Award 2020.
2. During the term of this agreement, Wintringham undertakes to apply the minimum engagement provision of 4 hours for full-time employees who would otherwise be covered by the Aged Care Award 2010.
3. During the term of this agreement, Wintringham undertakes to apply the casual penalty provisions for weekends and public holidays, as specified in the SCHCDS Award 2010, to any casual employees engaged under the Resident Holiday provisions of this agreement, where such employees would otherwise be covered by the SCHCDS Award 2010.
4. During the term of this agreement, Wintringham undertakes to apply the broken shift provisions of the SCHCDS Award 2010, where such employees would otherwise be covered by the SCHCDS Award 2010.
5. During the term of this agreement, If an employee elects to work a 24 hour care shift that would otherwise be covered by the SCHCDS Award the employee will be paid 8 hours ordinary time, 8 hours overtime and 8 hours at the sleepover rate provided for in Schedule 2 of the Agreement'

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



Signature

1 May 2025

Date