



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Emmerton Park Incorporated
(AG2025/3129)

EMMERTON PARK INCORPORATED STAFF AGREEMENT 2025

Aged care industry

DEPUTY PRESIDENT DEAN

CANBERRA, 26 SEPTEMBER 2025

Application for approval of the Emmerton Park Incorporated Staff Agreement 2025.

[1] An application has been made for approval of an enterprise agreement known as the *Emmerton Park Incorporated Staff Agreement 2025* (the Agreement). The application was made pursuant to s.185 of the *Fair Work Act 2009* (the Act). It has been made by Emmerton Park Incorporated (Employer). The Agreement is a single enterprise agreement.

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

[3] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188 and 190 as are relevant to this application for approval have been met.

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

[5] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 3 October 2025. The nominal expiry date of the Agreement is 30 June 2028.



DEPUTY PRESIDENT

Printed by authority of the Commonwealth Government Printer

<AE530603 PR792148>

ANNEXURE A

sIN THE FAIR WORK COMMISSION

Fair Work Act 2009 (Cth) ("FW Act")

Matter number:

AG2025/3129

Employer:

Emmerton Park Incorporated

Application:

Section 185 – Application for approval of a
single enterprise agreement, namely the
*Emmerton Park Incorporated Staff Agreement
2025*

Undertaking – Section 190

I, Mark Zentgraf, Chief Executive Officer for Emmerton Park Incorporated (the **Employer**), give the following undertaking with respect to the *Emmerton Park Incorporated Staff Agreement 2025* (the **Agreement**) and have the authority from the Employer to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. The rates for home care employees applicable from the first full pay period on or after 1 July 2025 and specified in the wage table in Schedule B of the Agreement will be replaced with the following:

Classification	First full pay period on or after 1 July 2025
	3.75%
Home Care Employee - Direct care	
Level 1 - Introductory	\$30.9279
Level 2 - Home Carer	\$32.8265
Level 3 - Qualified	\$33.8951
Level 4 - Senior	\$36.0531
Level 5 - Specialist	\$36.7898
Level 6 - Team Leader	\$38.8336

2. Clause 37.4 of the Agreement will be replaced with the following:

Non-nursing Employees required to attend compulsory face-to-face training or complete required e-learning modules outside ordinary hours and where such training or completed of required e-learning modules is not completed immediately prior to the commencement or immediately following the conclusion of a shift, will be paid for the length of the attendance / completion of the training, or 2 hours at the base rate of pay, whichever is the greater. Provided that where the total of any face-to-face compulsory training and required e-learning modules completed outside ordinary hours by non-nursing Employees and which is not completed immediately prior to the commencement or immediately following the conclusion of a shift, exceeds eight hours in a calendar year, the time in excess of eight hours will be paid at the applicable overtime rate.

3. Clause 14.3(c) of the Agreement will be replaced with the following:

Notwithstanding (b) above if required to attend for work a casual Employee must be provided with a minimum of two hours work (or three hours for a casual Health Professional Employee) for each engagement or paid for a minimum of two hours (or three hours for a casual Health Professional Employee) for each engagement. This excludes recall to work (see clauses 28 and 29) and attendances at compulsory training (see clause 37).

4. Clause 15.9(b) of the Agreement will be deleted and clause 15.9(a) will be replaced with the following:

A non-nursing Employee engaged continuously for two hours or more on duties carrying a higher base rate of pay than their ordinary classification will be paid the higher base rate of pay for the day. If the work is for less than two hours, they will be paid the higher base rate of pay for the time worked. This will apply whether or not an Employee works in accordance with a roster.

5. In relation to clause 15.10 of the Agreement, where, in a pay period for work performed, an Aged Care Employee is entitled to be paid the foul and nauseous linen allowance and the employee does not work at least one shift of more than 5 hours' duration in the pay period, the foul and nauseous linen allowance payable to the employee for that pay period will be \$0.60 for each hour of work so engaged, with a minimum payment of \$3.25.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	26 Septemebr 2025
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Mark Zentgraf
Position:	Chief Executive Officer
Signature:	Mark Zentgraf Digitally signed by Mark Zentgraf Date: 2025.09.26 08:51:25 +10'00'

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.

EMMERTON PARK INCORPORATED STAFF AGREEMENT 2025

1. NAME OF AGREEMENT

This agreement shall be referred to as the Emmerton Park Incorporated Staff Agreement 2025 (**Agreement**).

2. ARRANGEMENT

1. NAME OF AGREEMENT	2
2. ARRANGEMENT.....	2
3. PARTIES TO THE AGREEMENT.....	4
4. SCOPE OF AGREEMENT.....	4
5. SUPERSESSION AND SEVERANCE PROVISIONS	4
6. DEFINITIONS.....	5
7. COMMENCEMENT DATE AND PERIOD OF OPERATION.....	7
8. NO PRECEDENT	7
9. RELATIONSHIP TO THE NES.....	7
10. FLEXIBILITY ARRANGEMENTS.....	7
11. CONSULTATION CLAUSE	9
12. CONTRACT OF EMPLOYMENT	11
13. DISPUTE RESOLUTION.....	11
14. EMPLOYMENT CATEGORIES	12
15. ALLOWANCES.....	16
16. HOURS OF WORK, OVERTIME AND RELATED MATTERS.....	19
17. WAGES	26
18. ANNUAL LEAVE	29
19. COMMUNITY SERVICE LEAVE.....	34
20. COMPASSIONATE/BEREAVEMENT LEAVE	34
21. LONG SERVICE LEAVE.....	35
22. PARENTAL LEAVE	36
23. PERSONAL/CARER'S LEAVE	36
24. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE	40
25. MEAL BREAKS AND RELATED MATTERS.....	42
26. NOTICE BOARD.....	44
27. NOTICE OF TERMINATION	44
28. CALL BACK – NON-NURSING	46
29. ON-CALL ARRANGEMENTS – NURSING EMPLOYEES ONLY	46
30. PAYMENT OF WAGES	47

31. PUBLIC HOLIDAYS.....	49
32. REDUNDANCY	50
33. SALARY PACKAGING AND SALARY SACRIFICE.....	53
34. SHIFTWORK AND SATURDAY AND SUNDAY WORK	55
35. SUPERANNUATION	56
36. SUPPORTED WAGE SYSTEM	57
37. TRAINING/PROFESSIONAL DEVELOPMENT	57
38. TRAVELLING AND EXCESS FARES.....	58
39. UNIFORMS	59
40. WORKPLACE DELEGATES' RIGHTS AND DELEGATE TRAINING.....	59
41. FUTURE NEGOTIATIONS.....	62
42. WORKLOAD MANAGEMENT	62
43. REPAIR AND REPLACEMENT OF CLOTHING (Home Care Employees only)	63
44. FIRST AID ALLOWANCE (Home Care Employees only)	64
45. TELEPHONE ALLOWANCE (Home Care Employees only).....	64
46. ON CALL ALLOWANCE (Home Care Employees only)	64
47. BROKEN SHIFTS AND BROKEN SHIFT ALLOWANCE (Home Care Employees only).....	65
48. CLIENT CANCELLATIONS (Home Care Employees only).....	66
49. REMOTE WORK (Home Care Employees only)	67
50. ROSTERS (Health Professional Employees and Home Care Employees only)	68
51. SLEEPOVERS, EXCURSIONS AND 24-HOUR CARE SHIFTS (Home Care Employees only)	69
SIGNATORIES TO THE AGREEMENT	70
SCHEDULE A - CLASSIFICATIONS.....	73
SCHEDULE B – WAGES	87
SCHEDULE C - ALLOWANCES	90

3. PARTIES TO THE AGREEMENT

The parties to this Agreement are as follows:

- (a) Emmerton Park Incorporated ('the **Employer**');
- (b) The Australian Nursing and Midwifery Federation, Tasmanian Branch, subject to giving notice to the Fair Work Commission in accordance with s.183 of the Act;
- (c) The Health Services Union, Tasmania Branch, subject to giving notice to the Fair Work Commission in accordance with s.183 of the Act;
- (d) Employees who are employed by the Employer as at or after the date of operation of the Agreement and engaged in work in positions classified and contained in Schedule A of this Agreement (**Employees**).

4. SCOPE OF AGREEMENT

This Agreement shall apply to the Employer and to all Employees employed by the Employer in the classifications contained in Schedule A of the Agreement.

5. SUPERSESSON AND SEVERANCE PROVISIONS

- 5.1. This Agreement applies to the exclusion (to the extent permitted by law, including the Act) of other laws, awards, agreements (whether registered or unregistered), and like instruments or arrangements.
- 5.2. For the purposes of this clause, the terms "award" or "awards" include any applicable award or collective agreement and includes those industrial instruments described in the Act as a modern award, federal award, a transitional federal award, pre-reform federal award, pre-reform certified agreement, a rationalised and/or simplified federal award, a preserved State agreement or a notional agreement preserving a State award.
- 5.3. Any term of this Agreement that is, in whole, or in part, not a permitted matter is, to the extent it is not a permitted matter, severed from this Agreement and of no legal effect.
- 5.4. Any term of this Agreement that is, in whole, or in part, an unlawful term is, to the extent it is an unlawful term, severed from this Agreement and of no legal effect.
- 5.5. To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

6. DEFINITIONS

For the purpose of this Agreement:

Act means the Fair Work Act 2009 (Cth) as amended from time to time.

Afternoon Shift means a part or entire shift worked between the hours of 2.00pm and up to and including 11.00pm but excludes shifts where the definition of Day Shift applies.

Aged Care Employee means an Employee, other than a Nursing Employee, or Home Care Employee, or Health Professional Employee, employed by the Employer whose employment is covered by an aged care employee classification in Schedule A of this Agreement.

Agreement means the Emmerton Park Incorporated Staff Agreement 2025.

AHPRA means the Australian Health Practitioner Regulation Agency which is the organisation responsible for the implementation of the National Registration and Accreditation Scheme across Australia.

Award(s) means the Aged Care Award 2010 (MA000018), the Nurses Award 2020 (MA000034), the Health Professionals and Support Services Award 2020 (MA000027) and the Social, Community, Home Care and Disability Services Industry Award 2010 (MA000100) insofar as it would, but for this Agreement, apply to an Employee.

Base Rate of Pay has the same meaning as per section 16 of the Act and means the rate of pay specified in Schedule B of this Agreement payable to the Employee for their ordinary hours of work and corresponding to their classification, but not including: incentive-based payments and bonuses, loadings, monetary allowances, overtime and penalty rates, or any other separately identifiable amounts.

Casual Employee means an Employee in accordance with section 15A of the Act.

Casual loaded rate means the sum that is the base rate of pay for the Employee concerned, plus the 25% casual loading.

Close Call means an Employee being required to be on call for duty and not allowed to leave the workplace.

Day Shift means a rostered shift commencing between 6:00am and 2.00pm and finishing between 6:00am and 6:00pm.

Day Worker means an Employee whose ordinary hours are worked between 6:00am and 6:00pm Monday to Friday.

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). A de facto includes a former de facto partner of the Employee.

Employer means Emmerton Park Incorporated.

Executive Management Team means Chief Executive Officer and Director of Care.

Fixed Term/Temporary Employee means an Employee who is engaged for a fixed/maximum term period not exceeding twelve months on a full time or part time basis as described in Clause 14.4.

Full Time Employee means an Employee engaged to work the full weekly ordinary hours as prescribed in this Agreement.

FWC means *the* Fair Work Commission or any successor organisation established under the Commonwealth legislation which performs the functions of conciliation and arbitration under the Act.

Health Professional Employee means an Employee employed by the Employer in a classification listed in the 'Health Professional' classification schedule in Schedule A and whose employment would, but for this Agreement, be subject to the application of the *Health Professionals and Support Services Award 2020* as a 'health professional'.

Home Care Employee means an Employee employed in a classification listed in the 'Home Care Employees' classification schedule in Schedule A who provides or otherwise supports the delivery of services in clients' homes, and whose employment would, but for this Agreement, be subject to the application of the *Social, Community, Home Care and Disability Services Industry Award 2010* within the home care classification stream in that modern award.

Household means any other person, at or immediately the relevant time for assessing the Employee's eligibility to take leave, lived in the same dwelling as the Employee.

Immediate family member the following are members of an Employee's immediate family:

- (a) a spouse, de facto partner (including a same-sex partner), child, parent, grandparent, grandchild or sibling of the Employee;
- (b) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee.

NES means the National Employment Standards as described in Part 2.2 of the Act.

Night shift means a part or entire shift worked between the hours of 11.00pm and

- (a) up to and including 6.00am (in the case of non nursing Employees); and
- (b) up to and including 7.00am (nursing Employees).

Nominated Fund means any complying Superannuation fund of the Health Employees Superannuation Trust Australia (HESTA) or its successor.

Nursing Employee refers to a Registered Nurse or Enrolled Nurse Employee employed by the Employer whose employment is covered by a Nursing classification in Schedule A of this Agreement.

Part-Time Employee means an Employee, other than a casual Employee, engaged to work for fewer hours than an equivalent full time Employee

Remote Call means an Employee rostered to be available for call but allowed to leave the workplace.

Roster means a written roster setting out the names of Employees required to work in accordance with the roster, and the days, dates, times and hours when each rostered Employee is required to work their ordinary hours.

Shift worker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of a day worker. This is not a definition for 'shift worker' for the purposes of annual leave.

Spouse includes a former spouse.

7. COMMENCEMENT DATE AND PERIOD OF OPERATION

7.1. This Agreement shall come into operation seven (7) days after the Fair Work Commission approves the Agreement and shall remain force until 30 June 2028 and thereafter in accordance with the Act.

8. NO PRECEDENT

This Agreement must not be used by any party as a precedent.

9. RELATIONSHIP TO THE NES

Entitlements in accordance with the NES are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, 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 to the extent of the inconsistency. The provisions in this Agreement otherwise apply

10. FLEXIBILITY ARRANGEMENTS

10.1. The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:

(a) the agreement deals with 1 or more of the following matters:

- (i) arrangements about when work is performed;
- (ii) overtime rates;
- (iii) penalty rates;
- (iv) allowances;
- (v) leave loading; and,

- (b) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph 10.1(a); and,
- (c) the arrangement is genuinely agreed to by the Employer and Employee.

10.2. The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under section 172 of the Act; and,
- (b) are not unlawful terms under section 194 of the Act; and,
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

10.3. The Employer must ensure that the individual flexibility arrangement:

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

The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

The Employer or Employee may terminate the individual flexibility arrangement:

- (a) by giving no more than 28 days written notice to the other party to the arrangement; or,
- (b) if the Employer and Employee agree in writing — at any time.

Employer recommends the Employee seek independent advice before entering into an individual flexibility agreement.

11. CONSULTATION CLAUSE

11.1. This term applies if the Employer:

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

Major change

11.2. For a major change referred to in paragraph 11.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 11.3 to 11.9 apply.

11.3. The relevant Employees may appoint a representative for the purposes of the procedures in this term.

11.4. If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative; the Employer must recognise the representative.

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

- (a) discuss with the relevant Employees:
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and

(iii) any other matters likely to affect the Employees.

- 11.6. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- 11.7. The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- 11.8. If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 11.2(a) and subclauses 11.3 and 11.5 are taken not to apply.
- 11.9. In this term, a major change is likely to have a significant effect on Employees if it results in:
- (a) the termination of the employment of Employees; or
 - (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain Employees; or
 - (f) the need to relocate Employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 11.10. For a change referred to in paragraph 11.1(b):
- (a) the Employer must notify the relevant Employees of the proposed change; and
 - (b) subclauses 11.11 to 11.15 apply.
- 11.11. The relevant Employees may appoint a representative for the purposes of the procedures in this term.
- 11.12. If:
- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
 - (b) the Employee or Employees advise the Employer of the identity of the representative, the Employer must recognise the representative.

11.13. As soon as practicable after proposing to introduce the change, the Employer must:

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

11.14. However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

11.15. The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

11.16. In this term:

relevant Employees means the Employees who may be affected by a change referred to in subclause 11.1.

12. CONTRACT OF EMPLOYMENT

12.1 Employees, other than casual Employees, are entitled to be paid in respect of any fortnight at their base rate of pay as specified in this Agreement, including shift and weekend loadings where applicable, if –

- (a) due to the act, default or order of their Employer they do not work for their full number of ordinary hours; and
- (b) they are ready, willing and available to work their full number of ordinary hours in that week.

13. DISPUTE RESOLUTION

13.1 If a dispute arises about this Agreement, the NES (including subsections 65(5) or 76(4) of the Act) or a workplace right as defined in section 341(1) of the Act, the parties to the dispute will attempt to resolve the dispute at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of management as appropriate.

- 13.2 Where practicable, the steps set out in clause 13.1 will take place within 7 days, or such longer period as mutually agreed.
- 13.3 If the dispute is unable to be resolved at the workplace, and all appropriate steps under clause 13.1 have been taken, a party to the dispute may refer the dispute to the FWC. The parties may agree on the process to be utilised by the FWC including mediation, conciliation and consent arbitration.
- 13.4 Where the matter in dispute remains unresolved, the FWC may exercise any method of dispute resolution permitted by the Act that it considers appropriate to ensure the settlement of the dispute.
- 13.5 The Employer or Employee may appoint another person, organisation or association to accompany and/or represent them for the purposes of this clause.
- 13.6 The parties to the dispute and their representatives must act in good faith in relation to the dispute.
- 13.7 While the dispute is being resolved, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace that is safe and appropriate for the Employee to perform.
- 13.8 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term, subject to either party exercising a right of appeal against the decision of FWC.

14. EMPLOYMENT CATEGORIES

14.1 Full Time Employees

- (a) A full-time Employee is one who is engaged to work 38 hours per week, or an average of 38 hours per week in a fortnight.
- (b) Full time Employees will receive a minimum payment of four hours for each engagement in respect of ordinary hours of work.

14.2 Part Time Employees

- (a) For the purposes of this Clause and this Agreement, part-time Employee means someone, other than a casual Employee, engaged to work for fewer hours than an equivalent full time Employee and has reasonably predictable hours of work.
- (b) Before commencing employment, the Employer and part-time Employee will agree in writing on:
 - (i) the agreed minimum number of contracted hours to be worked per fortnight (**Guaranteed Hours**);

- (ii) the days of the week the Employee will be available to be rostered to work their Guaranteed Hours within a fortnight; and
- (iii) either:
 - (A) the span of hours that the Employee may be rostered within in a fortnight. The span of hours shall include which shifts (i.e., day, afternoon and/or night shifts) the Employee may be rostered to work; or
 - (B) at the Employee's election, and in the alternative to subclause (b)(iii)(A) above, the shifts (i.e., day, afternoon and/or night shifts) the Employee will be rostered to work within a fortnight.
- (c) Any agreed variation to the hours of work in clause 14.2(b), which may be temporary, ongoing or for a specified period of time, will be in writing.
- (d) The Guaranteed Hours will be rostered consistent with the span of hours and days of the week of availability as agreed in accordance with subclause (b), or as subsequently varied in accordance with subclause (c).
- (e) Part-time employees are entitled to paid annual leave, paid personal / carer's leave and paid absences on public holidays not worked (in accordance with section 116 of the Act) at the base rate of pay for their ordinary hours of work in the relevant period.
- (f) A part-time Employee will receive a minimum payment of two hours for each engagement (excludes recall to work (see clauses 28 and 29) and attendances at compulsory training (see clause 37)).
- (g) The Employer is committed to maximising its permanent workforce in line with its occupancy levels. A part-time Employee, shall in the first instance, be offered the opportunity to work any extra shifts as additional ordinary hours, subject to the Employee not exceeding 76 ordinary hours of work in a fortnightly pay period.
- (h) Review of part-time hours
 - (i) Where a part-time Employee has regularly worked more than their Guaranteed Hours for at least 12 months, the Employee may request in writing that the Employer vary the agreement made under clause 14.2(b), or as subsequently varied under clause 14.2(c), to increase their Guaranteed Hours.
 - (ii) The Employer must respond in writing to the Employee's request within 21 days.
 - (iii) The Employer may refuse the request only on reasonable business grounds.
 - (iv) Before refusing a request made under clause 14.2(h)(iii), the Employer must discuss the request with the Employee and genuinely try to reach agreement on an increase to the Employee's Guaranteed Hours that will give the Employee more predictable hours of work and reasonably accommodate the Employee's circumstances.

- (v) If the Employer and Employee agree to vary the agreement made under clause 14.2(b), or as subsequently varied under clause 14.2(c), the Employer's written response must record the agreed variation.
- (vi) If the Employer and Employee do not reach agreement, the Employer's written response must set out the grounds on which the Employer has refused the Employee's request.
- (vii) Clause 14.2(h) is intended to operate in conjunction with clause 14.2(c) and does not prevent an Employee and Employer from agreeing to vary the agreement made under clause 14.2(b) in other circumstances.
- (viii) An Employee cannot make a request for a review of their Guaranteed Hours when:
 - (A) The Employee has refused a previous offer to increase their Guaranteed Hours in the last 6 months; or
 - (B) The Employer refused a request from the Employee to increase their Guaranteed Hours based on reasonable business grounds in the last 6 months.

14.3 Casual Employees

- (a) For the purposes of this clause and this Agreement, a casual Employee means an Employee engaged as such.
- (b) A casual Employee's engagement is by the hour.
- (c) Notwithstanding (b) above if required to attend for work a casual Employee must be provided with a minimum of two hours work for each engagement or paid for a minimum of two hours for each engagement. This excludes recall to work (see clauses 28 and 29) and attendances at compulsory training (see clause 37).
- (d) Where the Employer has engaged a casual Nursing or Aged Care Employee in accordance with this clause the Employer may give notice of cancellation of the engagement up to twelve hours before the scheduled commencing time.

PROVIDED THAT if the minimum notice of cancellation of the engagement in (d) above is not given the Employee is to be paid three hours' pay.

- (e) A casual Nursing or Aged Care Employee whose engagement is cancelled without the minimum notice specified in (d) above and who has incurred child care fees shall, upon providing the Employer with documentary proof of the expenditure so incurred, be reimbursed in full.

PROVIDED THAT a claim for reimbursement must be made to the Employer no later than four weeks from the date the expenditure was incurred.

- (f) The rate of pay for ordinary hours worked by a casual Employee between Monday and Friday (inclusive) is the base rate of pay, plus a casual loading of 25%. The casual loading is paid in lieu of annual leave, paid personal / carer's leave, paid absences on public holidays and other NES entitlements that apply to permanent Employees only.

(g) Casual conversion

- (i) A casual Employee may have a pathway to permanent employment by way of written notification to the Employer in accordance with this clause and the NES.
- (ii) A casual Employee may give the Employer written notification if the Employee (in summary):
 - (A) believes they no longer meet the definition of a casual Employee (as defined in the Act);
 - (B) is not in dispute with the Employer about their status as a casual Employee under the Act;
 - (C) has been employed by the Employer for a period of at least 6 months; and
 - (D) has not, in the last 6 months prior to the written notification being given, received a response from the Employer under section 66AAC of the Act not accepting a previous notification made under this section; or had a dispute with the Employer relating to the operation of Division 4A of Part 2-2 of the Act resolved under sections 66M or 739 of the Act.
- (iii) The Employer must give the Employee a written response to a written notification (given in accordance with the Act) within 21 days after the notification is given to the Employer. The information that must be included in the response, the obligation to consult with the Employee and the grounds for non-acceptance of the notification are set out in the Act.
- (iv) Where the Employer accepts the notification, the Employee is taken to be a full-time or part-time Employee (as the case may be) beginning on the day specified in the response (being the first day of the Employee's first full pay period that starts after the day the Employer response is given – unless the Employee and Employer agree to another day).
- (v) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 13, Dispute Resolution Procedure in this Agreement.
- (vi) The further details of casual conversion will be in accordance with the NES and subject to any transitional arrangements prescribed in the Act.

14.4 Fixed Term/Temporary Employee

- (a) For the purposes of this Clause and this Agreement a fixed term/temporary Employee is an Employee who is engaged for a fixed or maximum term period not exceeding twelve months on a full time or part time basis and for whom there can be no reasonable expectation of employment in that classification continuing once that period of time or those task or tasks have been completed. Fixed / maximum term employment will operate in accordance with any limitations or conditions prescribed in the Act.

- (b) Fixed term / temporary Employees are entitled to paid annual leave, paid personal / carer's leave and paid absences on public holidays not worked (in accordance with section 116 of the Act) at the base rate of pay for their ordinary hours of work in the relevant period.

15. ALLOWANCES

15.1 Mentor Shift Allowance

- (a) An Employee who is required by the Employer to mentor/buddy a new Employee or trainee is to be paid a mentor allowance per hour per shift in accordance with Schedule C.

PROVIDED THAT when a mentoring Employee is responsible for training/orientating new Employees, mentoring Employees will be responsible for providing an accurate and comprehensive assessment of the new Employee or trainee.

- (b) An Employee who acts as a mentor shall qualify and maintain competencies to act as a mentor.
- (c) Where the Employer requires an Employee to act as a mentor the Employer will pay all course fees and provide time off on full pay for the Employee to attend the mentor course.

15.2 Licence Reimbursement

Employees directed by the Employer to drive vehicles, which require a public vehicle licence issued by the Department of State Growth, Transport, Services, are entitled to a licence reimbursement. Upon presentation of their current licence to the Employer, they must be reimbursed the cost of the driver's annual licence fee.

15.3 Sleepovers

Sleepovers will not be worked by non-nursing Employees during the life of this Agreement.

15.4 Higher Duties and In Charge Allowance (Nursing Employees only)

- (a) An Employee who, for a period of three or more consecutive working days, performs the duties of a position higher than those of the Employee's normal position shall be paid the base rate of pay prescribed for the higher position for all time so worked.
- (b) A Registered Nurse Level 1 or Level 2 who, for more than half a shift, is required to assume responsibility or is responsible for clinical governance of the facility shall be paid an in charge allowance in accordance with Schedule C for each shift worked, where the Director of Care is not present.

PROVIDED THAT the in charge responsibility includes all areas of the facility including catering, domestic and care staff.

15.5 Post Graduate Qualification Allowance (Nursing Employees only)

(a) Registered Nurse

A registered nurse who holds post graduate qualifications shall be paid an allowance, in addition to salary, as follows, calculated by reference to time worked by the Employee –

- (i) for a post graduate hospital or post graduate certificate – 4.0% of the relevant base rate of pay;
- (ii) for a post graduate diploma or a degree other than a nursing under graduate degree – 6.5% of the relevant base rate of pay;
- (iii) a masters or a doctorate – 7.5% of the relevant base rate of pay;

PROVIDED THAT an Employee is entitled to payment of only one qualification allowance.

PROVIDED FURTHER THAT payment of an allowance under this sub clause is dependent upon the qualification being relevant to the Employee's current area of practice and that the qualification is used in the performance of the Employee's work.

A Registered Nurse claiming an entitlement to a qualification allowance under this sub clause must provide the Employer with satisfactory evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first full pay period commencing on or after evidence of the qualification is submitted to the Employer (or from the date of commencing employment where the evidence is provided on or before that date). For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that person's base qualification leading to registration as a Registered Nurse.

(b) Enrolled Nurse

An Enrolled Nurse who holds a relevant post graduate qualification or relevant post graduate certificate (which is in addition to and above the minimum qualification held by the nurse for registration) shall be paid an allowance of 3% of the Employee's base rate of pay calculated by reference to time worked by the Employee.

PROVIDED THAT payment of the allowance under this sub clause is dependent upon the qualification being relevant to the Employer and industry of aged care and to the Employee's current area of practice, and is in addition to essential qualifications for the position, and the qualification is a completed course as is required by the Employer and provided by a nationally recognised tertiary education or registered training organisation, and that the qualification is used in the performance of the Employee's regular day to day work.

An Enrolled Nurse claiming an entitlement to a qualification allowance under this sub clause must provide the Employer with satisfactory evidence of that Enrolled Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first full pay period commencing on or after evidence of the qualification is submitted to the Employer (or from the date of commencing employment where the evidence is provided on or before that date). For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse.

- (c) A post graduate qualification allowance paid in accordance with subclause (a) or (b) shall be taken into account in calculating overtime and annual leave payments.

15.6 Preceptor Allowance (Nursing Employees only)

A level 1 or level 2 Registered Nurse or Enrolled Nurse who acts as a preceptor will receive a payment of an allowance in accordance with Schedule A for every hour whilst acting in this role subject to the following:

- (a) The Preceptor Program must be approved by the Employer; and
- (b) Where the Employer requires an Employee to act as a preceptor the Employer will pay all course fees and provide for time off on ordinary time pay to attend an approved preceptor or similar course.

15.7 Allowances Not to be Taken into Account

- (a) Allowances specified in this Agreement, other than higher duties allowance and post graduate qualifications allowance, shall not be taken into account in calculating overtime and shift loadings specified in this Agreement.

15.8 Post Graduate Qualification allowance (Non-Nursing Employees only)

- (a) A non-Nursing Employee who holds a relevant post graduate qualification shall be paid an allowance of 2% of the Employee's base rate of pay calculated by reference to time worked by the Employee.
- (b) PROVIDED THAT payment of the allowance under this sub clause is dependent upon the qualification being:
 - (i) relevant to the Employer and to the industry of aged care and to the Employee's current area of practice; and
 - (ii) is in addition to essential qualifications for the position; and
 - (iii) is a completed course as is required by the Employer and provided by a tertiary education or registered training organisation approved by the Employer; and
 - (iv) is used in the performance of the Employee's regular day to day work.
- (c) A non-nursing Employee claiming an entitlement to a qualification allowance under this sub clause must provide the Employer with satisfactory evidence of that Employee holding the qualification for which the entitlement is claimed. Payment shall be from the first full pay period commencing on or after evidence of the qualification is submitted to the Employer (or from the date of commencing employment where the evidence is provided on or before that date).

15.9 Higher Duties Allowance (non-Nursing Employees only)

- (a) An Employee, other than an administrative Employee, engaged continuously for two hours or

more on duties carrying a higher base rate of pay than their ordinary classification will be paid the higher base rate of pay for the day. If the work is for less than two hours, they will be paid the higher base rate of pay for the time worked. This will apply whether or not an Employee works in accordance with a roster.

- (b) An Employee engaged as an administrative Employee who, for a period of five consecutive working days or more, performs the duties of an Employee with a higher classification, then that Employee will be paid the base rate of pay applicable to the higher paid classification for the period in which they have performed the higher duties.

15.10 Foul And Nauseous Linen (Aged Care Employees only)

At the discretion of the Employer (such discretion will not be unreasonably applied), Aged Care Employees working in a laundry who undergo lengthy exposure to unusually foul or nauseous linen as defined by the Employer, or an Aged Care Employee nominated by the Employer, will be paid a foul and nauseous linen allowance in accordance with Schedule C for each hour of work so engaged.

16. HOURS OF WORK, OVERTIME AND RELATED MATTERS

16.1 Ordinary Hours - Day Workers

- (a) The ordinary hours of work for a full time Employee will be 38 hours per week or an average of 38 hours per week in a fortnight.
- (b) The ordinary hours of work per day for a day worker will be a maximum of 8 hours (or up to 10 hours by agreement) to be worked in a continuous period each day, except for a meal break of not more than one hour's duration and excluding broken shifts.
- (c) Span of Ordinary Hours – Day Workers

The ordinary hours of work for a day worker will be performed between 6.00am and 6.00pm, Monday to Friday.

16.2 Overtime – Day Workers

- (a) For day workers, overtime is payable for time worked:
 - (i) outside the span of 6.00am and 6.00pm Monday to Friday (inclusive);
 - (ii) in the case of full-time and part-time Employees, in excess of 8 ordinary hours (or the rostered shift length where it is more than 8 and up to 10 ordinary hours) in a day, subject to clause 16.2(b) below;
 - (iii) in the case of casual Employees, in excess of 8 ordinary hours or the rostered shift length where it is more than 8 and up to 10 ordinary hours (provided that a casual Employee may agree to extend ordinary hours in a day or shift to up to 10 ordinary hours) in a day;

- (iv) in the case of part-time Employees, in excess of their rostered hours on any one day (which may be up to 10 ordinary hours by agreement), subject to clause 16.2(b) below;
 - (v) in excess of 76 ordinary hours (exclusive of any paid meal breaks under clause 25.1) in a fortnightly pay period.
- (b) A part-time day worker Employee may agree to work additional hours in excess of their rostered ordinary hours, including additional shifts, which are to be treated and paid as ordinary hours, provided that:
- (i) all time worked which exceeds the following number of hours will be overtime and paid at the applicable overtime rate:
 - (A) 8 ordinary hours in a day or shift (except where subclause (B) or (C) apply;
 - (B) the agreed additional shift length (where it is more than 8 and up to 10 ordinary hours), except where subclause (C) applies;
 - (C) the agreed extended shift length (where it is more than 8 and up to 10 ordinary hours); or
 - (D) 76 ordinary hours (exclusive of any paid meal breaks under clause 25.1) in a fortnightly pay period; and
 - (E) where a part-time day worker Employee is directed by the Employer to work in excess of their rostered ordinary hours, the Employee will be paid at the applicable overtime rate for such excess hours worked.
- (c) Overtime for a day worker Employee is to be paid as follows, calculated on the base rate of pay and incorporating the casual loading for casual Employees:

Classification	Monday to Friday	Saturday	Sunday	Public Holiday
Full-time / part-time Nursing, Home Care and Aged Care Employees	150% for the first two hours and 200% thereafter	200%	200%	250%
Full-time / part-time Health Professional Employee	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Nursing Employee	175% for the first two hours and 225% thereafter	225%	225%	275%
Casual Aged Care and Home Care Employees	187.5% for the first two hours and 250% thereafter	250%	250%	312.5%

Casual Health Professional Employee	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%
-------------------------------------	--	--	------	--------

16.3 Ordinary Hours – Shift Workers

- (a) A shift worker is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of a day worker (as defined in subclause 16.1(c)) being outside the span of 6.00am to 6.00pm Monday to Friday.
- (b) The ordinary hours of shift workers are an average of 38 hours per week and are not to exceed:
 - (i) 8 in any one day, or up to 10 hours by agreement per subclause 16.8(b);
 - (ii) 48 in any one week where the ordinary hours of work are balanced over a fortnight;
 - (iii) 76 in a fortnightly pay period;
 - (iv) 152 in any 28 day accounting period.
- (c) The ordinary hours of a shift shall be worked continuously inclusive of all paid meal breaks, except in the case of broken/split shifts.

16.4 Rest Breaks between Rostered Shifts

- (a) An Employee will be allowed a rest break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift. Provided that by mutual agreement between the Employer and a non Home Care Employee, the break may be reduced to not less than 8 hours. Any such agreement may be ongoing or for a specified period of time.
- (b) Due to unplanned vacancies or other exceptional circumstances, a part-time or casual Employee may be offered and may agree to work an additional ordinary shift where there is an unpaid rest break of less than the period prescribed in subclause 16.4(a) from the completion of the last ordinary shift. For the avoidance of doubt, an Employee will not be directed to commence an ordinary shift that is less than the minimum break period prescribed in subclause 16.4(a) from the completion of a previous ordinary shift.

16.5 Shift workers shall by mutual agreement work at such times as required by the Employer subject to the provisions of this Clause.

16.6 Rostering (Nursing and Aged Care Employees only)

There is to be a shift roster which must –

- (a) specify the daily ordinary hours of work of each full-time and part-time Employee;
- (b) make provision for rotation unless all of the Employees concerned desire otherwise; and

- (c) not roster any Employee to work for more than eight shifts in any nine consecutive days; and
- (d) stipulate a 14 or twenty-eight day roster period which, in the case of a 28-day roster, may include an accrued day off in addition to eight rostered days off; and
- (e) make provision for a minimum of two consecutive days off each week except where alternative arrangements are made by agreement between the Employer and the Employee(s) concerned; and
- (f) not be changed by the Employer without a minimum of four weeks' notice, or in the case of an individual Employee's place on a roster it shall not be changed except with:
 - (i) for Aged Care Employees, one week's notice of such a change or the payment of two weeks' pay in lieu of notice in accordance with the Employee's previous roster; or
 - (ii) for Nursing Employees, one week's notice of such a change or payment at the relevant overtime rate.

PROVIDED THAT by agreement between the Employer and the Employee(s) concerned, changes to rosters (including the mutually agreed addition of extra hours or additional shifts) may occur at any time and without the minimum notice (or payment in lieu thereof) specified herein.

16.7 Broken Or Split Shifts (Aged Care Employees only)

- (a) A shift worker will work their ordinary shift continuously and the hours will not be broken. In emergency situations, however, a broken/split shift may be worked by mutual agreement between the Employer and part-time or casual Aged Care Employee.
- (b) A split/broken shift:
 - (i) Is a rostered shift of no more than a total of 8 working hours with each period of work in the broken shift being a minimum of 2 hours;
 - (ii) Does not include a double shift; and
 - (iii) Allows for a break between each portion of the shift of no less than 1 hour and no more than 4 hours
- (c) Work performed on a split/broken shift will be at the relevant rate of pay applicable to the day on which the split/broken shift is worked, with shift allowances payable for those hours worked where afternoon or night shift allowances would apply.
- (d) Work performed in excess of a spread of 9 working hours shall be paid at a rate of double time the base rate of pay.
- (e) An Aged Care Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

16.8 Overtime – Shift Workers

- (a) For shift workers, overtime is payable for hours worked (subject to clause 16.8(b)) in excess of:
- (i) 8 ordinary hours in a day or shift (or the rostered shift length where it is more than 8 and up to 10 ordinary hours), subject to clause 16.8(b));
 - (ii) For full-time and part-time shift workers, their agreed fortnightly contracted hours (subject to clause 16.8(b));
 - (iii) For full-time and part-time shift workers, their rostered shift (subject to clause 16.8(b));
 - (iv) 76 ordinary hours (exclusive of any paid meal breaks under clause 25.1) in a fortnightly pay period.
- (b) A shift worker may agree to work a shift that is in excess of 8 and up to 10 ordinary hours, or they may agree to work additional hours in excess of their rostered ordinary hours, including additional shifts, which are to be treated and paid as ordinary hours, provided that:
- (i) all time worked which exceeds the following number of hours will be overtime and paid at the applicable overtime rate:
 - (A) 8 ordinary hours in a day or shift (except where subclause (B) or (C) apply;
 - (B) the agreed shift length (where it is more than 8 and up to 10 ordinary hours), except where subclause (C) applies;
 - (C) the agreed extended shift length (where it is more than 8 and up to 10 ordinary hours); or
 - (D) 76 ordinary hours (exclusive of any paid meal breaks under clause 25.1) in a fortnightly pay period; and
 - (ii) where a part-time Aged Care or Health Professional Employee is directed by the Employer to work in excess of their rostered ordinary hours, the Employee will be paid at the applicable overtime rate for such excess hours worked.
- (c) Overtime for a shift worker Employee is to be paid as follows, calculated on the base rate of pay and incorporating the casual loading for casual Employees:

Classification	Monday to Friday	Saturday	Sunday	Public Holiday
Full-time / part-time Nursing Employee	200%	200%	200%	200%
Full-time / part-time Aged Care and Home Care Employee	200%	200%	200%	250%

Full-time / part-time Health Professional Employee	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Nursing Employee	200% for the first two hours and 225% thereafter	225%	225%	275%
Casual Aged Care and Home Care Employees	200% for the first two hours and 250% thereafter	250%	250%	312.5%
Casual Health Professional Employee	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%

- (d) In circumstances where the Employer is given less than four hours' notice that an Employee rostered to relieve an afternoon or night shift worker will not attend to do so at the designation time, the unrelieved worker is to be paid at the rate of time and one half of the base rate of pay for the additional time worked until four hours has elapsed from the time notice was given to the Employer. Double time the base rate of pay is then payable for all hours worked in excess of the initial four hour period.

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

16.9 Common Provisions – Day Workers and Shift Workers

- (a) Accumulation and taking of accrued days off (ADOs)
- (i) An accrued day off (ADO) system may be implemented by the Employer via an Employee working no more than 19 days in a four week period of 152 hours.
 - (ii) ADO's will be rostered to fall on a day of the week other than a Saturday or Sunday. The Employer will endeavour to ensure that the ADO is rostered to fall either the day immediately before or immediately after a rostered day off (or a day when the Employee is not required to work).
 - (iii) Where an Employee is absent on leave without pay 24 minutes shall be deducted from the ADO for each day of absence.
 - (iv) Days of paid absence will count towards the ADO.
 - (v) Where an ADO falls on a holiday with pay, a substituted ADO is to be taken at an agreed time.
 - (vi) An Employee may elect, with the agreement of the Employer, to accrue up to a maximum of 5 ADO's.
 - (vii) An Employee will be paid for any accumulated ADO's at base rates of pay, on the termination of their employment for any reason.

(b) Ten Hour Break After Overtime

- (i) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (ii) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the rate of double time the base rate of pay until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

- (c) The allowances provided for in this Agreement, other than higher duties allowance and certificate and/or diploma allowance, shall not be taken into account when calculating overtime and shift loadings otherwise specified in this Agreement.

(d) Daylight Savings

At the changeover of time consequent upon daylight saving in each year:

- (i) Employees shall be paid for actual time worked irrespective of the length of the shift; and
- (ii) Employees paid in accordance with (a) are not entitled to payment for the one hour lost.

(e) Make Up Time

A full-time or part-time Employee may elect, with the agreement of the Employer, to work make-up time under which the Employee takes off ordinary hours and works those hours at a later time during the spread of ordinary hours.

PROVIDED THAT for the purpose of this Clause, where a day worker's ordinary hours of work within the spread of hours 6:00am to 6:00pm have been fewer than 38 in any week, hours worked outside that spread shall be deemed to be part of the Employee's ordinary hours of work.

(f) Time Off In Lieu of Payment for Overtime

- (i) By agreement between the Employer and an Employee, time off in lieu of payment of overtime (**TOIL**) may be taken at the equivalent overtime rate (i.e., one hour of overtime worked where the applicable overtime penalty is 200% of the base rate of pay, equates to 2 hours of time off in lieu).
- (ii) PROVIDED THAT that such an agreement, may be discontinued at the request of either the Employer or the Employee.

- (iii) Where accrued TOIL has not been taken within four weeks of its accrual, or at the request of the Employee at any time, or on termination of employment, the Employer shall pay the Employee the overtime rates that would have applied on the day the overtime was worked. Where payment is requested by the Employee, it will be paid in the next pay period following the request.

(g) Calculating overtime

For the purposes of accruing or calculating payment of overtime, each period of overtime shall stand alone.

17. WAGES

17.1 Wage increases during the life of this Agreement

- (a) The base rates of pay of Nursing Employees covered by this Agreement and employed as at or after the date of operation of the Agreement, will be increased as follows and are set out in Schedule B of this Agreement:
 - (i) 2.50% from the first full pay period on or after 1 July 2025;
 - (ii) 2.50% from the first full pay period on or after 1 July 2026; and
 - (iii) 2.50% from the first full pay period on or after 1 July 2027.
- (b) The base rates of pay of Aged Care Employees, Health Professional Employees and Home Care Employees covered by this Agreement and employed as at or after the date of operation of the Agreement, will increase as follows, and subject to subclause (c):
 - (i) 3.75% from the first full pay period on or after 1 July 2025;
 - (ii) from the first full pay period on or after 1 July 2026, in accordance with the percentage increase to modern award minimum wages as determined by the Fair Work Commission Annual Wage Review Decision handed down in 2026; and
 - (iii) from the first full pay period on or after 1 July 2027. in accordance with the percentage increase to modern award minimum wages as determined by the Fair Work Commission Annual Wage Review Decision handed down in 2027.
- (c) PROVIDED FURTHER that in accordance with clause 17A below and the illustrative example, the above wage increases will be applied to the applicable minimum base rates of pay, which will include the increases required, in accordance with the Commonwealth Government's directions, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (**ACWVC**) Decision and the associated Nurses Work Value Case (**Nurses WVC**) (AM2024/11).
- (d) Allowances, as set out in Schedule C, will increase in line with the percentage increases prescribed in clause 17.1(a).

17.2 Nurse Undertaking Post Graduate Training

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

17.3 Enrolled Nurse Upgrading To Registered Nurse

Enrolled Nurses who complete a period of study which qualifies them to seek registration as a registered nurse with the AHPRA shall, if they wish to continue in employment with the Employer and subject to the Employer's operational requirements, be transferred to a position as a registered nurse if the Employer has such a position available and if the Employee is considered suitable by the Employer for the position.

An Enrolled Nurse commencing as a registered nurse shall be paid as a Level 1 pay point 2 Registered Nurse for their first year of service.

17.4 Salary Re-Entry – Registered Nurses

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

17.5 Accelerated Advancement

- (a) Subject to 17.6(b) a Registered Nurse Level 1 shall be entitled to progress one pay point on that person's first appointment following registration with the AHPRA, or at any time during the person's employment history as a Registered Nurse Level 1, on attaining –
 - (i) registration in another branch of nursing or on another nursing register maintained by the AHPRA where the Employee is working in a particular practice setting which requires the additional registration; or
 - (ii) successful completion of a post-registration course of at least twelve months duration if the Employee is required to perform duties to which the course is directly relevant.
- (b) A Registered Nurse Level 1 who has been advanced once in accordance with (a) above shall not be entitled to further advancement under this sub clause.

PROVIDED THAT existing incremental dates shall not be affected by incremental progression in accordance with this sub clause.

17.6 Personal Care Worker Upgrading to Registered Nurse

- (a) A Personal Care Worker who:

- (i) has completed at least one year of service with the Employer;
- (ii) qualifies and enrolls with AHPRA as a registered nurse; and
- (iii) is offered by the Employer a position as a Registered Nurse, and subsequently commences with the Employer as a Registered Nurse,

will be paid as a Level 1 pay point 2 Registered Nurse for their first year of service as a Registered Nurse with the Employer.

17.7 For the purpose of pay point progression for Level 1 and Level 2 Registered Nurse within their respective levels, a Registered Nurse will progress from one pay point to the next pay point within their level subject to completing 1976 ordinary hours of work (including all paid leave and paid absences on public holidays pursuant to section 116 of the Act) at each relevant pay point.

17A. STAGE 3 OF THE AGED CARE WORK VALUE CASE AND THE NURSES WORK VALUE CASE

- (a) The parties acknowledge that as at the commencement of this Agreement:
 - (i) the Stage 3 Decision of the ACWVC has awarded further increases to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including Nursing Assistants, Personal Care Workers, Lifestyle, Food Services Assistants, Cleaners, Laundry Hands and Indirect Care employees – **Stage 3 Classifications**);
 - (ii) the operative dates for the increases to wages for Stage 3 Classifications have been determined to be the first full pay period on or after 1 January 2025 for the Indirect Care Workers, and for Direct Care Workers the increases will be phased in effective from the first full pay periods on or after 1 January 2025 and 1 October 2025;
 - (iii) the increases to wages for Stage 3 Classifications that are effective from the first full pay period on or after 1 January 2025 have been implemented by the Employer and reflected in the minimum rates at Schedule A of this Agreement;
 - (iv) the ANMF made an application under section 158 of the Act to vary the Nurses Award with the Nurses WVC and on 6 December 2024 the FWC delivered a decision (Matter Numbers AM2021/63 and AM2024/11 – **Nurses WVC Decision**) which, among other things, resulted in increases to wages for registered nurses and enrolled nurses in the aged care sector who are covered by the Nurses Award (**Aged Care Nurses WV Classifications**);
 - (v) the operative dates for the increases to wages for Aged Care Nurses WV Classifications has been determined to be phased in over three tranches, from the first full pay periods on or after 1 March 2025, 1 October 2025 and 1 August 2026;
 - (vi) the increases to wages for Aged Care Nurses WV Classifications that are effective from the first full pay period on or after 1 March 2025 have been implemented by the Employer and reflected in the minimum rates at Schedule A of this Agreement; and

- (vii) the Commonwealth Government has committed to fully fund the increase for providers in the sector in relation to work value matters.
- (b) In terms of next steps, the parties understand that 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 Nurses WVC Decision.
- (c) Accordingly, the Employer:
 - (i) will increase the applicable minimum base rates of pay under this Agreement for Stage 3 Classifications and Aged Care Nurses WV Classifications in accordance with the guidance / direction from the Commonwealth Government and where funded to do so, including with respect to the operative timing of those increases; and
 - (ii) in doing so, maintain the quantum and timing of the wage increases at clause 17.1 of this Agreement as they apply to the minimum base rates of pay, including as adjusted in accordance with clause 17A(c)(i).

Illustrative example: If the minimum base rate of pay is \$30 and the Agreement provides for a wage increase of 2.5% on 1 July 2025, and the Commonwealth Government's direction is to increase the applicable hourly rate by \$0.90 on 1 October 2025, then the Employer will increase the hourly rate by 2.5% on 1 July 2025 and then increase that hourly rate by \$0.90 on 1 October 2025.

18. ANNUAL LEAVE

This clause applies to full-time and part-time Employees only.

18.1 Period of Leave

- (a) Full-Time and Part-Time Employees
 - (1) For each year of service with the Employer, a full-time or part-time Employee is entitled to:
 - (a) 4 weeks of paid annual leave; or
 - (b) 5 weeks of paid annual leave, if the Employer is a shiftworker (as defined in subclause (a)(2) below) or if the Employee is the Director of Nursing/Care.
 - (2) For the purposes of this subclause and the NES, a shiftworker is defined as:
 - (a) For Nursing, Aged Care and Home Care Employees:
 - (i) an Employee who, in the relevant year of service, is regularly rostered to work their ordinary hours outside the span of 6.00am to 6.00pm Monday to Friday; and/or

(ii) an Employee who, in the relevant year of service, works for more than four ordinary hours on 10 or more weekends.

(b) For Health Professional Employees, an Employee who is regularly rostered to work Sundays and public holidays in the relevant year of service.

For the purpose of subclause 18.1(a)(2)(a)(ii), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.

(3) An Employee's entitlement to paid annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

(4) Payment will be made not later than 12 noon on the last day of work prior to going on leave if requested. If not requested then annual leave payments will be made on ordinary pay days in accordance with the Employer's normal pay cycle.

18.2 Annual Leave Exclusive Of Public Holidays – Nursing Employees only

(a) Subject to this subclause, annual leave taken shall be exclusive of public holidays that fall during the period of paid annual leave taken.

PROVIDED THAT a shift worker, including a part-time shift worker (subject to subclause (b)), shall have added to their entitlement to annual leave one additional day for each public holiday, irrespective of whether or not the public holiday falls on a day which, for that Employee, would have been a rostered day off.

(b) Notwithstanding sub clause (a) above, a part-time shift worker whose place on a roster does not rotate shall have added to the entitlement to annual leave only an additional day for each public holiday that falls on a day the Employee is rostered to work.

18.3 Public Holidays During Annual Leave –Aged Care Employees only

(a) For Aged Care Employees who do not work on a roster, the period of annual leave excludes any public holidays that fall during the period of paid annual leave taken, per section 89(1) of the Act. If a public holiday falls within an Aged Care Employee's period of annual leave and is on a day that the Employee would have been at work to perform ordinary hours, the Employee will be taken to not be on paid annual leave on that public holiday and will be paid an amount equal to the number of ordinary hours the Employee would have worked if the day had not been a holiday, at the base rate of pay, in accordance with section 116 of the Act.

(b) For full-time Aged Care Employees required to work in accordance with a roster, in respect to periods of paid annual leave taken, that Employee will have added to their period of annual leave, one day for each public holiday that falls on a day which would have been a rostered day off. If, during the period of paid annual leave, the public holiday falls on a day on which the Employee would have had ordinary hours of work, then the Employee will be paid an amount equal to the number of ordinary hours the Employee would have worked if the day had not been a holiday, at the base rate of pay, in accordance with section 116 of the Act.

- (c) For a part-time Aged Care Employee who works on a roster, in respect to periods of paid annual leave taken, if a public holiday falls on a day on which the part-time Employee would normally be rostered to work ordinary hours, then the Employee will be paid an amount equal to the number of ordinary hours the Employee would have worked if the day had not been a holiday, at the base rate of pay, in accordance with section 116 of the Act.
- (d) However, clauses 18.3(b) and 18.3(c) will not apply if the holiday falls on a Saturday or Sunday and the Employee would not have had ordinary hours of work on such day.

18.4 Public Holidays During Annual Leave – Home Care and Health Professional Employees

In accordance with the NES, for periods of paid annual leave taken by Home Care and Health Professional Employees which include a public holiday, the Employee will be taken to not be on paid annual leave on that public holiday.

18.5 Time Of Taking Leave

- (a) Paid annual leave may be taken for a period agreed between an Employee and the Employer.
- (b) The Employer must not unreasonably refuse to agree to a request by the Employee to take paid annual leave.

18.6 Payment In Lieu Of Annual Leave

- (a) Paid annual leave must not be cashed out except in accordance with an agreement under clause 18.6.
- (b) Each cashing out of a particular amount of paid annual leave must be the subject of a separate written agreement under clause 18.6.
- (c) The Employer and an Employee may agree in writing to the cashing out of a particular amount of accrued paid annual leave by the Employee.
- (d) An agreement under clause 18.6 must state:
 - (i) the amount of leave to be cashed out and the payment to be made to the Employee for it; and
 - (ii) the date on which the payment is to be made.
- (e) An agreement under clause 18.6 must be signed by the Employer and Employee and, if the Employee is under 18 years of age, by the Employee's parent or guardian.
- (f) The payment must not be less than the amount that would have been payable had the Employee taken the leave at the time the payment is made.
- (g) An agreement must not result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks.

- (h) The Employer must keep a copy of any agreement under clause 18.6 as an employee record.

18.7 Annual Leave Loading

For any period of annual leave an Employee is to be paid a loading, calculated as follows –

- (a) Day Worker
 - (i) A day worker Employee will be paid a loading of 17.5% of the Employee's ordinary pay, that rate to include any higher duty allowance or other all-purpose payment to which the Employee is entitled.
- (b) Shift Worker
 - (i) An shift worker Employee will be paid the higher of:
 - (1) a loading of 17.5% of the Employee's ordinary pay; or
 - (2) the shift and weekend payments the Employee would have received in accordance with the Employee's projected shift roster had they not been on annual leave during the relevant period.
- (d) For the purpose of subclauses 18.7(a) and 18.7(b), "ordinary pay" means payment at the Employee's base rate of pay for their ordinary hours of work in the period over which the paid annual leave is taken.

18.8 Proportionate Leave on Ending Service

Accrued untaken annual leave is to be paid to an Employee on ending service with the Employer.

18.9 Calculation of Continuous Service

The meaning of continuous service is as per Section 22 of the Act.

18.10 Employer Instigated Cancellation Of Leave

- (a) If, as a consequence of the Employer instigated cancellation of approved annual leave an Employee incurs a monetary loss directly associated with pre-established annual leave holiday arrangements, and the loss is deemed to be unrecoverable, that Employee is entitled to recover the costs from the Employer.

Any claims must be verified by the production of receipts or other form of documentation indicating the prior expenditure incurred associated with pre-holiday arrangements. This information is to be accompanied by written notification, from the person or organisation to which the payment was made, stating the amount which is not recoverable.

The Employer will only be liable to pay that portion of the payment which is unrecoverable and which is not subject to an insurance claim or payment.

- (b) An Employee who, during a period of annual leave, responds to an Employer instigated request to return to work during a period of annual leave is entitled to redeem from the Employer any travel and other associated costs incurred in returning to work and the subsequent return to annual leave. The costs are those in excess of costs normally incurred by the Employee in travelling daily to and from work.

The reimbursement of costs associated with the returning to annual leave would only apply when the period of leave was deemed to be continuous other than for the interruption to return to work.

Claims for reimbursement of travel and other associated costs must be accompanied by receipts and any other form of documentation which would be appropriate to support the claim.

- (c) An Employee, on returning to work in response to an Employer instigated request, is to be recredited with one day's annual leave for each day or part day the Employee is at work. The Employee will be entitled to use the additional recredited day or days in addition to the unused portion of approved annual leave (which the Employee would have taken except for the interruption by returning to work) immediately upon the finishing of the period for which the Employee was recalled to work.

PROVIDED that an Employee may elect to take the balance of unused leave and recredited days at a later date.

- (d) Any cancelation of approved annual leave instigated by the Employer under this clause must be by mutual agreement.

18.11 Excessive annual leave

- (a) For the purpose of this clause, "Excessive annual leave" is defined as accrued annual leave in excess of 8 weeks (or 10 weeks in the case of a shift worker Employee).
- (b) The Employer may direct an Employee to take a period of annual leave where the Employee has accrued excessive annual leave, subject to the following:
 - (1) The Employer must provide at least 8 weeks' notice and not more than 12 months' notice of the direction to take annual leave;
 - (2) the direction must not occur until the Employer has met with the Employee and provided the Employee with an opportunity to submit a leave reduction plan to reduce the accrued annual leave balance to not more six weeks within a period of six months;
 - (3) the direction must relate to a minimum period of leave of one week and must not be inconsistent with any leave arrangement agreed between the Employer and Employee; and
 - (1) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks, unless otherwise agreed by the Employee.

19. COMMUNITY SERVICE LEAVE

- (a) In addition to the unpaid community service leave entitlement under the NES, an Employee may be entitled to paid emergency services leave subject to the following:
 - (i) a full-time or part-time Employee who engages in a voluntary emergency management activity pursuant to the Act is entitled to access up to five (5) days' paid leave per year (unpaid for casual Employees), subject to the absence being reasonable and in accordance with the Act (including in respect to the notice and evidence requirements);
 - (ii) Paid leave taken in accordance with this clause is non-cumulative and paid at the Employee's base rate of pay for their ordinary hours of work in the period over which the paid leave is taken.

20. COMPASSIONATE/BEREAVEMENT LEAVE

20.1 All eligible full-time and part-time Employees are entitled to compassionate / bereavement leave for each occasion (a permissible occasion) when:

- (a) a member of the Employee's immediate family, a member of the Employee's household, or a person with whom Employee can demonstrate a significant relationship:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or
 - (ii) sustains a personal injury that poses a serious threat to their life; or
 - (iii) dies; or
- (b) the Employee or the Employee's spouse or de facto partner (but excluding a former spouse or former de facto partner) has a miscarriage (as defined in the Act); or
- (c) there is a stillbirth (as defined in the Act) of a child where the child would have been a member of the Employee's immediate family or household if the child had been born alive.

For the purposes of this clause, factors which can, where relevant, be used to prove the existence of a significant relationship include:

- (a) The duration of a relationship;
- (b) The nature and extent of common residence;
- (c) Whether or not a sexual relationship exists;
- (d) The degree of financial dependence or interdependence, and any arrangements for financial support, between the parties;
- (e) The joint ownership use and acquisition of property;

- (f) The degree of mutual commitment to a shared life;
- (g) The care and support of children;
- (h) The performance of household duties;
- (i) The reputation and public aspects of the relationship; and
- (j) Any other relevant factor.

It is not necessary to satisfy all of the above criteria to establish that a relationship is a significant relationship. The Employer who may need to be satisfied that a significant relationship exists between the parties will apply the relevant criteria on a case by case basis.

- 20.2 “Compassionate leave” is provided to enable the Employee to spend time with the member of the Employee’s immediate family or household or person with whom the Employee has a significant relationship who has contracted or developed the personal illness, or sustained the personal injury, which poses a serious threat to their life.
- 20.3 “Bereavement leave” is provided after the death of the member of the Employee’s immediate family or household or the person with whom the Employee has a significant relationship, or after the stillbirth of the child referred to in clause 20.1(b), or after the Employee or the Employee’s spouse or de facto partner has the miscarriage referred to in clause 20.1(c).
- 20.4 Employees (other than casual Employees) are entitled to up to five days paid compassionate leave and/or bereavement leave in respect to a particular permissible occasion.
- (a) The Employer shall have the discretion to grant paid leave in addition to that described in sub clause 20.4 above.
 - (b) Casual Employee will be entitled to take the same leave periods as detailed in sub clause 20.4 above as unpaid leave.
 - (c) An Employee may take unpaid compassionate and/or bereavement leave by agreement with the Employer.
 - (d) Proof of the death, miscarriage, stillbirth or serious illness or injury, in the form of a medical certificate, death notice or other written evidence, must be provided by the Employee to the Employer if requested to do so.
 - (e) Payment for compassionate leave taken in accordance with this clause will be calculated at the Employee’s base rate of pay for their ordinary hours of work in the period over which the paid leave is taken.

21. LONG SERVICE LEAVE

Long Service Leave entitlements shall be in accordance with the *Long Service Leave Act 1976* (Tas) as amended.

22. PARENTAL LEAVE

- (a) Employees who have been employed for 12 months may be eligible for unpaid parental leave (birth related leave and adoption related leave) in accordance with the provisions contained in the NES (Division 5 – Parental Leave and Related Entitlements) of the Act.
- (b) A copy of the relevant section of the Act is available from the Employer on request.
- (c) In addition to the entitlements contained in the NES, full-time and part-time Employees with at least 12 months' continuous service will be entitled to one form of paid parental leave as follows:
 - (i) An eligible Employee who will be the primary carer of the child at the time of birth or placement (in the case of adoption) will be entitled to 3 weeks paid primary carer leave per each completed year of service up to a limit of 15 weeks of paid primary carer leave after five years of continuous service. Such leave may be taken at half pay for double the period on application by the eligible Employee.
 - (ii) An eligible Employee who will not be the primary carer of the child the time of birth or placement (in the case of adoption), is entitled to two weeks' paid partner leave.
- (d) The parental leave in subclause (c) will be paid at the Employee's base rate of pay and calculated according to their contracted hours.
- (e) In addition, the parties recognise that the Australian Government's Paid Parental Scheme is in operation and an Employee may be eligible for payment under the provisions of the Paid Parental Leave Act 2010 in addition to the payment described in this clause.
- (f) Special parental leave
 - (i) This provision applies to full-time and part-time Employees with not less than 12 months' continuous service with the Employer.
 - (ii) Where the pregnancy of a full-time or part-time Employee not yet on parental leave ends other than by the birth of a living child after a period of gestation of at least 20 weeks, there is an eligibility for paid special parental leave of up to six (6) weeks, in accordance with the following:
 - (A) the paid leave is calculated at the Employee's base rate of pay and based on the Employee's contracted hours;
 - (B) the balance of any special parental leave will be unpaid, or Employees may access paid sick leave or annual leave.

23. PERSONAL/CARER'S LEAVE

The provisions of this clause apply to full-time and part-time Employees, but do not apply to casual Employees (except unpaid carer's leave).

23.1 Amount Of Personal/Carer's Leave

- (a) For each year of service with the Employer, the Employee is entitled to 15 days (pro-rata for part time Employees) of paid personal/carer's leave.
- (b) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- (c) Subject to subclauses (a) and (b) herein, Employees are not entitled to accrue any more than 114 hours paid personal leave in any one year period of service.

23.2 Taking Paid Personal/Carer's Leave

An Employee may take paid personal/carer's leave if the leave is taken:

- (a) because the Employee is unfit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

The notice and evidence requirements of clauses below must be complied with.

23.3 Evidence Supporting Claim

- (a) An Employee shall, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave was being taken for the purposes specified in this clause.
- (b) Medical Certification from medical practitioners or from other health care professionals registered with Medicare may be used as evidence supporting a claim in respect of the absence. Provided further that a statutory declaration signed by the Employee may be used as evidence to support a claim for personal leave in respect to absences on not more than three occasions (non-cumulative) in any one year for a maximum of one day per occasion (excluding the day before, the day of or the day after a public holiday).
- (c) An Employee is entitled to access five single day absences without a medical certificate per year, subject to subclause (d).
- (d) If an Employee is on personal leave on the day immediately before or after an accrued day off, the Employee must provide a medical certificate from a medical practitioner or other health care professionals registered with Medicare in respect of the absence.

23.4 Notifying The Employer Of Absence

- (a) An Employee must give the Employer notice of the taking of personal/carer's leave.
- (b) The notice:
 - (i) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (ii) must advise the Employer of the period, or expected period, of the leave.

23.5 Employee Taken Not To Be On Paid Personal/Carer's Leave On Public Holiday

If the period during which an Employee takes paid personal/carer's leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid personal/carer's leave on that public holiday.

23.6 Payment For Paid Personal/Carer's Leave

If, in accordance with this clause, an Employee takes a period of paid personal/carer's leave, the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

23.7 Additional Sick Leave

- (a) In addition to the entitlement in clause 23.1, each Employee is entitled to an additional 5 days per annum (pro-rata part time Employee) that is not cumulative yearly, for the purpose of using for illness which could reasonably be attributed to be attained in the course of employment (**Additional Sick Leave**).
- (b) Each year commencing from the day of commencement of this Agreement and then on each anniversary during the life of this Agreement, every Employee (excluding casuals) will progressively accrue separate to personal leave an additional 5 days of Additional Sick Leave for the following period of 12 months only. To avoid doubt at the end of the 12 month period any accrued Additional Sick Leave that has not been used will expire, to be replaced with a new accrual which commences from day one of the anniversary date of the commencement of this Agreement.
- (c) This Additional Sick Leave is to be used instead of personal leave for personal illness where it is agreed between the Employer and the Employee that the illness is a communicable and contagious illness that could reasonably have been caught during the course of the Employee conducting tasks directly associated with employment with the Employer. Any transmittable illness which a reasonable person would conclude could more likely than not, have been acquired at work, would fit into this category.
- (d) Accrued Additional Sick Leave may be used before personal leave for those illnesses that fit this category.
- (e) This Additional Sick Leave clause is in no way an admission that the Employee did catch the illness during the course of their work and is not intended to replace or supplement any workers compensation claim under workers compensation legislation current at any time

during the life of this Agreement.

- (f) Additionally, if the Employee is directed by the Employer to remain at home after a specific illness, however the Employee has received a clearance to return to work from their treating medical practitioner and provided evidence of such to the Employer, Additional Sick Leave will be used to ensure that the Employee suffers no loss of remuneration or cumulative personal leave accrual.
- (g) An Employee claiming Additional Sick Leave as opposed to Personal Leave, is required to provide evidence of such claim when requested by the Employer. Evidence can include presenting either a medical certificate clearly identifying the transmittable/contagious illness or producing a signed statutory declaration of same signed by a medical practitioner or other health care professionals registered with Medicare, or other such evidence that the Employer is satisfied with.

23.8 Unpaid Carer's Leave

Employees (including casuals) are entitled to take 2 days of unpaid carer's leave in circumstances where they need to provide care or support to an immediate family member or a member of the Employee's household who requires care or support because of a personal illness, or personal injury, affecting the member or an unexpected emergency affecting the member. This unpaid carer's leave may be taken for a single continuous period of two days for each occasion (a permissible occasion) they are required to provide care or support; or for any separate periods to which the Employer and Employee agree.

23.9 Reproductive health and wellbeing

- (a) For the purpose of this clause, "reproductive health matters" means In Vitro Fertilisation (IVF) and other forms of assisted reproductive health services (for example, intrauterine insemination or hormone injections / replacements), or speciality appointments for conditions related to reproductive health matters that cause excessive pain or excessive bleeding where the Employee has been instructed not to work.
- (b) A full-time or part-time Employee experiencing reproductive health matters will be entitled to use their accrued personal leave for the purpose of attending and recovering from specialty appointments and treatments.
- (c) A full-time or part-time Employee with at least six months' continuous service with the Employer who is experiencing reproductive health matters which require specialist medical intervention, and who has exhausted their accrued personal leave entitlements, will be entitled to access up to 2 days paid leave per anniversary year (non-cumulative) for the purpose of attending and recovering from specialty appointments and treatments. This leave is paid at the Employee's base rate of pay for their ordinary hours of work in the period over which the leave is taken.
- (d) Access to leave in accordance with clauses 23.9(b) or 23.9(c) (as applicable) is subject to the Employee:
 - (i) providing notice to the Employer as soon as reasonably practicable of their request to take the leave; and

- (ii) providing a medical certificate certifying that the leave was for the purpose set out in this clause.

24. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

24.1 This clause applies to all Employees, including casuals.

24.2 Definitions

- (a) In this clause:

family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an Employee, or a member of the Employee's household, or a current or former intimate partner of an Employee, that seeks to coerce or control the Employee and that causes them harm or to be fearful.

Close relative of an Employee is another person who is:

- (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the Employee; or
 - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the Employee; or
 - (iii) related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.
- (b) A reference to a spouse or de facto partner in the definition of close relative in clause 24.2(a) includes a former spouse or de facto partner.

24.3 Entitlement to paid leave

- (a) An Employee is entitled to 15 days' paid leave (calculated at the Employee's 'full rate of pay' as defined in the Act) per year to deal with family and domestic violence, as follows:
 - (i) the leave is available in full at the start of each 12 month period of the Employee's employment; and
 - (ii) the leave does not accumulate from year to year; and
 - (iii) is available in full to part-time and casual Employees.
- (b) For casual Employees:
 - (i) The leave entitlement in clause 24.3(a) is paid based on the hours the Employee was rostered to work in the period over which the leave is taken;
 - (ii) without limiting clause 24.3(b)(i), a casual Employee is taken to have been rostered to

work hours in a period if the Employee has accepted an offer by the Employer of work for those hours; and

- (iii) they may take a period of family and domestic violence leave in accordance with clause 24.4 that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.

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

Note:2. The Employer and Employee may agree that the Employee may take more than 15 days' leave to deal with family and domestic violence, with any additional leave to be unpaid.

24.4 Taking leave

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

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

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

24.5 Service and continuity

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

24.6 Notice and evidence requirements

- (a) Notice

An Employee must give their Employer notice of the taking of leave by the Employee under clause

24. The notice:

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

An Employee who has given their Employer notice of the taking of leave under clause 24 must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for

the purpose specified in clause 24.4.

Note: Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

24.7 Confidentiality

- (a) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause 24.6 is treated confidentially, as far as it is reasonably practicable to do so.
- (b) Nothing in clause 24 prevents an Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

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

24.8 Compliance

An Employee is not entitled to take leave under clause 24 unless the Employee complies with clause 24.

25. MEAL BREAKS AND RELATED MATTERS

25.1 Excluding administration Employees and Health Professional Employees who are entitled to an unpaid meal break when working in excess of five hours, each nursing Employee who works in excess of four hours and Aged Care and Home Care Employee who work in excess of five hours will be entitled to a paid meal break of not less than 30 minutes and not more than 60 minutes duration, to be taken at a mutually agreed time after commencing work.

25.2 The meal break is to be taken between the beginning of the fourth hour and the end of the sixth hour of the shift.

PROVIDED THAT a day shift worker's meal break is to be taken between 12.00 midday to 2.00 p.m.

PROVIDED FURTHER THAT notwithstanding this Clause agreement may be reached between the Employer and the Employee(s) for different arrangements to allow for special circumstances.

25.3 If an Employee on a paid meal break is called back to normal duties during their meal break, the Employee shall be allowed to take the remainder of the meal break as soon as practicable during the remainder of the ordinary working hours.

PROVIDED THAT the circumstances in which an Employee is called to duty during a paid meal break shall be emergency situations or other circumstances where the work required cannot wait until after the meal break has been completed.

25.4 The period of a paid meal break in accordance with clause 25.1:

- (a) will count towards the calculation of ordinary hours for the purposes of leave accrual;
- (b) will count towards the calculation of ordinary hours for the purposes of overtime except in relation to the fortnightly pay period overtime threshold of 76 ordinary hours under clauses 16.2 and 16.8.

25.5 Tea Breaks

- (a) 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.
- (b) Where less than 7.6 ordinary hours are worked, Employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to mutual agreement, such intervals as (a) above may alternatively be taken as one 20 minute interval.
- (d) Tea breaks will count as time worked.

25.6 Meal Allowance When Required To Work Away From Usual Workplace

When an Employee is involved in travelling on duty, all reasonably incurred expenses in respect to meals will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.

25.7 Charges For Meal Provided By Employer

- (a) The maximum amount that shall be charged or deducted where Employees receive a meal from their Employer on a specified day/s where such a meal is available, shall be \$5.00 in respect to a lunch or evening meal that is a single hot or cold main course.

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

25.8 Meal Break When Required To Work Overtime

- (a) Unless the period of overtime is one and a half hours or less, an Employee before starting overtime shall be allowed a meal break of 20 minutes which shall be paid for at the base rate of pay.

PROVIDED THAT the Employer and an Employee may agree to any variation of this provision to meet the circumstances of the work in hand provided that no Employee shall be required to work more than five hours without a break for a meal.

- (b) An Employee required to work for more than one hour of overtime without being notified the previous day or earlier of the requirement to work overtime shall be paid a meal allowance as specified in Schedule C (Meal Allowance A).

PROVIDED where such overtime exceeds four hours, a further meal allowance as specified in Schedule C

(Meal Allowance B) will be paid.

- (c) The allowances in this clause are not payable where the Employer supplies the Employee with an adequate meal.

25.9 Handover – Nursing Staff

- (a) Where meal breaks are paid and there is therefore insufficient paid time each day to allow for a handover, a maximum of 45 minutes in any 24 hour period is to be paid for handover.

PROVIDED THAT if handovers are completed in less than 45 minutes only the time actually worked shall be paid.

PROVIDED FURTHER that if handovers exceed 45 minutes no additional payment shall be made.

- (b) Handover time is to be paid at the rate applying to the shift worked by the Employee except that overtime rates shall not apply.

25.10 Lactation and express breaks

- (a) An Employee who wishes to continue breastfeeding or chestfeeding after returning to work from a period of parental leave is entitled to a paid lactation break of up to 30 minutes in shifts that are 4 hours of work or more, to express milk or breastfeed the child within the workplace.
- (b) Paid lactation break/s are in addition to any other paid/unpaid meal and rest breaks provided in this Agreement.
- (c) The Employer will provide a private room fit for purpose for Employees to use to express breast milk or breastfeed.
- (d) Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the Employee.

26. NOTICE BOARD

The Employer is to permit a notice board to be erected in the workplace(s) for the use of Employees and their workplace representatives.

27. NOTICE OF TERMINATION

27.1 Notice of Termination by the Employer

Except as provided for in subclause (e) below, an Employee whose employment is terminated at the initiative of the Employer shall be given notice of termination of employment, or payment in lieu of notice, by the Employer, as per the National Employment Standards is as follows:

- (a) In order to terminate the employment of the Employee, where employed on a full-time or part-time basis, the Employer shall give to the Employee the period of notice specified in the table below:

Period of Continuous Service (as a full-time or part-time Employee)	Period of Notice
1 year or less	1 week
Over 1 year and up to the completion of 3 years	2 weeks
Over 3 years and up to the completion of 5 years	3 weeks
Over 5 years of completed service	4 weeks

- (b) In addition to this notice, where the Employee is over 45 years of age at the time of the giving of the notice with not less than two years continuous service, they will be entitled to an additional week's notice.
- (c) Payment in lieu of the notice will be made if the appropriate notice period is not given or 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.
- (d) In calculating any payment in lieu of notice, the wages the Employee would have received in respect of the ordinary time they would have worked during the period of notice had their employment not been terminated will be used, calculated at the full rate of pay (as defined in the Act).
- (e) The period of notice in this clause shall not apply in the case of dismissal for serious misconduct, or in the case of casual Employees or Employees engaged for a specific period of time or for a specific task or tasks.
- (f) In the event that a trainee is terminated at the end of the traineeship and is re-engaged by the Employer within six months of such termination the period of traineeship shall be counted as service in determining any future termination.

27.2 Notice of Termination by the Employee

- (a) The notice of termination required to be given by an Employee is the same as that required of an Employer except that the Employee does not have to give additional notice based on the age of the Employee.
- (b) If an Employee who is at least 18 years old does not give the period of notice required under paragraph (a), then the Employer may deduct from wages due to the Employee under this Agreement (excluding amounts due to the Employee under the NES), an amount that is no more than one week's wages for the Employee. Provided the Employee provides written authorisation for any deduction in wages.

- (c) If the Employer has agreed to a shorter period of notice than that required under paragraph (a), then no deduction can be made under paragraph (b).
- (d) Any deduction made under paragraph (b) must not be unreasonable in the circumstances.

27.3 Summary Dismissal

The Employer shall have the right to dismiss the Employee without notice for conduct that justifies summary dismissal as defined in the Fair Work Regulations and in such cases the wages shall be paid up to the time of dismissal only.

27.4 Time off work during notice period

Where the 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.

28. CALL BACK – NON-NURSING

- 28.1 Except where otherwise specifically provided, an Employee recalled to work after leaving their workplace (whether notified before or after leaving the workplace) will be paid at the appropriate overtime rate in accordance with the Overtime Clause in this Agreement.
- 28.2 An Employee recalled to work overtime after leaving the Employer's premises will be paid for a minimum of four hours' work at the appropriate overtime rate for each time so recalled. If the work required is completed in less than four hours, the Employee will be released from duty.

29. ON-CALL ARRANGEMENTS – NURSING EMPLOYEES ONLY

29.1 Call Back

- (a) A Nursing Employee recalled to work overtime after finishing the normal day's work and leaving the workplace, whether notified before or after leaving the workplace, is to be paid overtime, at the relevant rate, as follows:
 - (i) for the first recall a minimum payment of four hours; and
 - (ii) for any subsequent recall outside the hours for which payment under subclause (i) above has been made, a minimum payment of three hours.
- (b) Time reasonably spent in getting to and from work is to be regarded as time worked.
- (c) Employees recalled to work within two hours of their normal starting time shall be paid at overtime rates with a minimum payment of two hours at double time.

29.2 Close Call

- (a) For the purposes of this Clause close call means a Nursing Employee being required to be on call for duty and not allowed to leave the workplace.
- (b) An Employee may be required by the Employer to remain on close call.
- (c) An Employee required to remain on close call shall –
 - (i) if not required to commence work, be paid a minimum payment equivalent to six hours at the Employee's base rate of pay; or
 - (ii) if required to commence work, be paid at the relevant overtime rate, provided that such payment shall not be less than the minimum payment specified in subclause 29.1 above.

29.3 Remote Call

- (a) For the purpose of this Clause remote call means a Nursing Employee rostered to be available for remote call but allowed to leave the workplace.
- (b) An Employee rostered to remain on remote call is to be paid an on call allowance in accordance with Schedule A per 24-hour period or part thereof that the Employee is required to be so available. For the purpose of determining the applicable on-call allowance, the whole of the on-call period is calculated according to the day on which the major portion of the on-call period falls.
- (c) If an Employee rostered to be on remote call, is recalled to work at the workplace, payment is to be as specified in subclause 29.1 above, in addition to the allowance specified in (b) herein.

30. PAYMENT OF WAGES

30.1 Wages will be paid by direct deposit into a financial institution nominated by the Employee fortnightly and not later than the Thursday of the week of payment.

30.2 Late Payment of Wages

- (a) Unless it is beyond the control of the Employer, an Employee kept waiting for payment of wages for more than a quarter of an hour after the usual time for ceasing work on the Employee's normal pay day, due to any action or default of the Employer, will be paid waiting time at the appropriate overtime rate in the Overtime Clause in this Agreement for all time kept waiting for their pay.

An Employee will not receive more than eight hours pay at the rate prescribed in this sub clause in any 24 hour period.

- (b) In circumstances where payment of wages is delayed due to reasons beyond the control of the Employer, the Employer will do all things reasonable and possible to arrange an alternative method of payment as soon as it becomes known to the Employer that the

Employee's pay will be delayed.

- (c) The provisions for payment of waiting time of (a) and (b) above shall have no effect in circumstances whereby payment cannot be effected on pay day but the Employer and Employee agree to an alternative arrangement for payment to be made.
- (d) If the Employer fails to make payment of the Employee's wages in accordance with an alternative arrangement provided for under this sub clause, the Employee shall be deemed to have been kept waiting for payment since the usual pay day and shall be entitled to payment of waiting time in accordance with the provisions of (a) and (b) above until such time as the Employee's wages are paid.

30.3 Wages Notification to Employees

- (a) On or within one working day of pay day, the Employer will provide a pay slip to the Employee which contains that are in accordance with the pay slip content requirements prescribed by the *Fair Work Regulations 2009* (Cth) as amended.

30.4 Where a public holiday falls on a normal pay day, wages will be paid on the day prior to that holiday.

30.5 The method of payment shall not be varied, except after consultation with Employees and an agreed phasing-in period.

30.6 Deduction Of Monies

- (a) Where authorised by an Employee in writing, the Employer is to make deductions from the Employee's wages in respect of superannuation and salary packaging.
- (b) Where on termination of employment an Employee owes money to the Employer, including the cost of unreturned uniforms and other property of the Employer, the Employer and the Employee will discuss how the owed money will be repaid including an arrangement whereby the amount could be recovered from the Employee's final pay by way of authorised deduction.

For the purpose of clarity **owed money** is taken to include unrecovered overpaid wages.

30.7 Payment Of Wages On Termination

- (a) Where employment is terminated summarily or on giving the prescribed notice all wages and amounts owing under the Agreement and the NES shall, where practicable, be paid on the day of termination.
- (b) If payment at the time of termination is not practicable the Employer shall arrange for all of the Employee's outstanding pay and entitlements to be paid into the Employee's nominated bank or other financial institution account no later than 7 days after the day on which the Employee's employment terminates, and subject to the NES.
- (c) Except in circumstances beyond the Employer's control, if an Employee's outstanding pay and

entitlements upon termination are not paid within the time specified in clauses 30.7(a) and (b) above, any time spent waiting to be paid after the date of termination (or after the date in subclause (b) above where applicable) shall be paid for at the relevant base rate of pay up to a maximum of 7.7 hours a day for each day that the Employee is kept waiting for payment and shall continue until the time that payment is made.

31. PUBLIC HOLIDAYS

31.1 Entitlement to Paid Public Holidays

Subject to the provisions of this Agreement and the NES regarding requests to work on public holidays, Employees, other than casual Employees, are entitled to paid absences (at their base rate of pay) for the following public holidays that fall on days on which they have ordinary hours of work in accordance with section 116 of the Act:

Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Agfest, and Recreation Day as per the Statutory Holidays Act 2000, or such other day(s) which may be observed or declared or prescribed under law to be observed generally in the locality in lieu, or in addition to the aforementioned holidays.

31.2 A full-time or part-time Employee will be entitled to payment for those public holidays not worked that fall on days they are normally rostered to work in accordance with section 116 of the Act.

PROVIDED THAT a part-time Employee who is rostered off on a public holiday they would normally be rostered to work will be paid their normal pay (calculated at the base rate of pay) for that day. The part-time Employee will have 'normally worked' on that day if they have worked on that day at least 50% of the time for the preceding 6 months, or if less than 6 months has been worked, the total time worked.

31.3 Payment for public holidays taken and not worked is to be at the base rate of pay to which the Employee would have been entitled if at normal work on that day.

31.4 In circumstances where an Employee is required to work on a public holiday which applies at the Employee's usual workplace, but the Employee is working away from the usual workplace and at a location where that public holiday does not apply, an additional day is to be added to the Employee's annual leave entitlement, or the Employee may elect to take another working day in lieu of that public holiday.

31.5 Working on Public Holidays

For ordinary hours worked on a public holiday, all Employees are entitled to payment at the following rates, calculated on the base rate of pay and incorporating the casual loading for casual Employees:

Category of Employee	Rate of Payment
Part and Full-Time Nursing, Aged Care and Home Care Employees (including day workers and shift workers)	250%; UNLESS the Employee elects to be paid their normal pay for work performed on public holiday plus have the same number of hours added to their annual leave. The election will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the Employer.
Part and Full-Time Health Professional Employees	250%
Casual Non-Nursing Employees	275%
Casual Nursing Employees	312.5%

Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

31.6 Substitution of public holidays

The Employer and an Employee may agree to substitute another day for a day that would otherwise be a public holiday under this clause. Such agreement is to be recorded in writing.

32. REDUNDANCY

32.1 Requirement to Consult

- (a) For the purpose of this clause redundancy means where the Employer terminates an Employee's employment because it no longer requires the job done by the Employee to be done by anyone, and includes a situation where the Employer believes for operational reasons (including because of changes in the operational requirements of the enterprise) that it is necessary to decrease an Employee's ordinary hours of work thus causing a reduction to the Employee's income.
- (b) Where the Employer believes that it may be necessary to implement a redundancy, the Employer is to immediately notify the affected Employee(s) and commence a process of consultation.

32.2 Redeployment and Retraining

If a redundancy is likely to occur which, if implemented, will result in the affected Employee's employment being terminated or their ordinary hours of work decreasing thus causing a reduction in their income –

- (a) the Employer will actively explore all internal redeployment opportunities for Employees surplus to requirements;
- (b) Employees seeking redeployment may be retrained for other, available positions on condition that the Employees concerned can demonstrate that they possess the necessary capacity for those positions;
- (c) if the Employer deems it necessary for an Employee to undergo re-training in order for the Employee to perform the duties of the position to which the Employee is being redeployed, the Employer is to provide such training, at no cost to the Employee who is entitled to undertake the training during working hours;
- (d) all reasonable attempts will be made to ensure that an Employee's area of choice, hours of work, previous employment classification and roster patterns are met in any redeployment exercise.

32.3 Notice of Redundancy

- (a) The Employer is to provide as much notice as is reasonably practicable of an intended redundancy.
- (b) The minimum period of notice to be given to an Employee affected by a redundancy is:

Employee's period of continuous service	Period of Notice
More than 1 but not more than 3 years	At least 2 weeks
More than 3 years but not more than 5 years	At least 3 weeks
More than 5 years	At least 4 weeks

- (c) The minimum period of notice is to be increased by one week if an Employee is over 45 years of age at the time of termination of employment and has completed two or more years of continuous service with the Employer.
- (d) An Employee whose employment is terminated by reason of redundancy and has completed not more than 1 year's continuous service, will be entitled to 1 week's notice.

32.4 Voluntary Redundancy

- (a) Before a redundancy is effected, the Employer is in the first instance to seek expressions of interest in a voluntary redundancy package from all Employees.

PROVIDED THAT the Employer is only required to seek such expressions of interest from Employees employed at the same classification level and at the same worksite in which the redundancy is being affected.

- (b) In assessing expressions of interest for voluntary redundancy the Employer will take into account the skill and operational requirements of the facility.
- (c) Wherever reasonably practicable involuntary redundancies will only be effected if there are no, or insufficient, volunteers for a voluntary redundancy package after expressions of interest have been sought and assessed from existing Employees in accordance with paragraphs (a) and (b) of this subclause.
- (d) The Employer is to consult with the Employee(s) and their representative(s) (if any) if intending to proceed with an involuntary redundancy after declining an expression of interest for voluntary redundancy.

32.5 Redundancy Package

Where retraining and redeployment opportunities are not available, the redundancy package to be paid to redundant Employees is –

- (a) Voluntary Redundancies
 - (i) notice as specified in this clause, or payment in lieu of that notice (or provision of partial notice and payment in lieu of the remaining period); and
 - (ii) two weeks' pay for each completed year of service and pro rata for an incomplete year however Employees will be entitled, at a minimum, to the redundancy pay provisions as per Section 119 of the Act; and
 - (iii) payment for all accrued annual leave including applicable leave loading.
- (b) Involuntary Redundancies
 - (i) notice as specified in this clause, or payment in lieu of that notice (or provision of partial notice and payment in lieu of the remaining period); and
 - (ii) two weeks' pay for each completed year of service and pro rata for an uncompleted year however Employees will be entitled, at a minimum, to the redundancy pay provisions as per Section 119 of the Act; and
 - (iii) payment for all accrued annual leave including applicable leave loading; and
 - (iv) payment of pro rata long service leave for Employees with more than five years continuous service.

PROVIDED THAT where the Employer facilitates acceptable alternative employment for a redundant Employee, including the transfer of all entitlements, the provisions of this clause shall not apply.

Acceptable alternative employment will be deemed to be where the Employee has gained employment in a position which reflects the skills of that Employee and which provides the same financial and employment benefits, including security of employment, as the position from which the Employee was made redundant.

Provided further that nothing in this clause limits the Employer's ability to make an application to the FWC under section 120 of the Act for an order varying the amount of redundancy pay payable, including where the Employer obtains other acceptable employment for the Employee.

(c) Partial Redundancy Package For Changed Or Decreased Hours

Where an Employee is not offered similar hours or hours are altered, other than by a normal change of roster in accordance with this Agreement, and this causes a loss of income to the Employee, the Employer is to pay a partial redundancy package calculated as follows:

partial redundancy payment = existing weekly rate, minus new weekly rate, multiplied by 2, multiplied by years of service, plus pro rata for any incomplete year of continuous service.

32.6 Definition

For the purposes of this clause a **week's pay** means the base rate of pay for the Employee concerned for their weekly ordinary hours of work, and any loadings and all- purpose allowances to which the Employee is normally entitled

32.7 Paid Time Off To Seek Alternative Employment

Employees whose employment is to be terminated by reason of redundancy are to be given assistance by the Employer in seeking suitable alternative employment, including being granted paid time off to look for work and to arrange training or re-training.

32.8 Financial Counselling

The Employer will pay for up to two sessions of financial counselling, from a financial adviser agreed to by the Employer and the Employee, for Employees who are offered a redundancy, or who express an interest in redundancy.

32.9 Details Of Redundancy Package To Be Provided

The Employer will provide a fully detailed statement of the redundancy package at the time the offer of redundancy is made to an Employee.

32.10 Transfer of employment

Notwithstanding any other provisions in this clause³², section 122 of the Act will apply in relation to transfer of employment situations.

32.11 Exceptions

This provision does not apply to casual Employees and Employees engaged for a specified period of time or for a specified task or tasks.

33. SALARY PACKAGING AND SALARY SACRIFICE

Salary Packaging

- 33.1 Employees' rates of pay specified in Schedule 1 of this Agreement may be packaged in accordance with the Employer's salary packaging program and in accordance with the relevant legislation, and Employees may elect, in writing, to convert a component of their annual ordinary time salary to packaged benefits.
- 33.2 In respect of Employees who have elected to enter into a salary packaging arrangement, any overtime and shift loadings must be calculated on the salary level which would have applied if the Employee was not in the salary packaging scheme.
- 33.3 Non salary-packaged benefits must be paid for any period in respect of which the Employee is paid salary, including but not limited to absence on worker's compensation or paid leave.
- 33.4 If an Employee on a salary packaging arrangement goes on workers compensation the Employee will receive not less than the entitlements which would have applied if the Employee was not in the salary packaging scheme.
- 33.5 If an Employee who has entered into a salary packaging arrangement ceases employment with the Employer the salary packaging arrangement will cease on the date the employment ceases and –
- (a) all entitlements due to the Employee on termination will be paid at the Employee's relevant rate;
 - (b) any outstanding fringe benefits tax or salary packaging benefit held by the Employer, or the Employer's salary packaging agent, on behalf of the Employee, due to the Employee will be paid less any necessary taxation deduction.
- 33.6 If an Employee has entered into a salary packaging arrangement superannuation payments required under the Superannuation Guarantee (Administration) Act 1992 must be calculated at the Employee's base rate of pay.
- 33.7 If an Employee has entered into a salary packaging arrangement annual leave loading entitlements must be calculated at the Employee's base rate of pay.
- 33.8 Employees who have entered into a salary packaging agreements will be given the opportunity to review such agreements annually, and to amend or withdraw from such agreements.
- 33.9 The Employer will advise each Employee in writing –
- (a) that an Employee's participation in salary packaging is optional and entirely voluntary;
 - (b) of the Employee's classification level and relevant rate;
 - (c) that the Employee is encouraged to consult with a financial adviser before signing a salary packaging agreement;
 - (d) that the Employee must be provided with a copy of any proposed salary packaging arrangement before deciding whether or not to elect to enter into it;

- (e) of the right of the Employee to inspect details of the payments and transactions made under the terms of any salary packaging arrangement and where such details are maintained electronically the Employee must be provided with a print-out of the relevant information;
- (f) that where at the end of the agreed period the full amount allocated to a specific benefit has not been expended the unused amount will not be carried forward to the next period;
- (g) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled by the Employer for reasons other than legislative requirements then the Employer must give two months' notice;
- (h) that in the event the Employer ceases to attract exemption from payment of Fringe Benefits Tax, all salary packaging arrangements will be terminated and Employees' wages will revert to their respective relevant rates as specified in this Agreement; and
- (i) that all Agreement conditions other than salary packaging will continue to apply.

33.10 Salary packaging arrangements shall be entered into only in accordance with this Clause.

33.11 Salary increases under this Agreement shall be payable to Employees covered by salary packaging arrangements and such increases are to be applied to Employees' relevant rates.

Salary Packaging

33.12 By agreement with the Employer an Employee may sacrifice an amount of salary, which would otherwise be payable in accordance with Schedule 1 of this agreement, and have that sacrificed amount contributed to a complying superannuation fund of the Employee's choice.

33.13 Where applicable the provisions of this clause shall apply to salary sacrifice arrangements.

34. SHIFTWORK AND SATURDAY AND SUNDAY WORK

34.1 Afternoon and Night Shift Penalties

- (a) A shift worker who works a rostered afternoon or night shift shall be paid the following applicable shift penalty applied to the base rate of pay in the case of a full-time or part-time shift worker, and to the casual loaded rate for a casual shift worker:

		Shift penalty
(a)	Afternoon Shift	15%
(b)	Night shift	20%

- (b) PROVIDED THAT the shift penalties prescribed in this subclause will not apply to shifts worked on a Saturday, Sunday or public holidays where the shift penalties prescribed for working on those days in sub-clause 34.3 apply.

34.2 A shift worker who, at the direction of the Employer –

- (a) during a period of engagement on shift, works night shift only; or
- (b) works on night shift for a period in excess of four consecutive weeks; or
- (c) works on a night shift which does not rotate or alternate with another shift or with day work so as to give the Employee at least one third of working time off night shift in each shift cycle;

shall for such engagement, period or cycle be paid 30% more than the Employee's base rate of pay for all time worked during ordinary working hours.

34.3 Saturday and Sunday Shift Penalties

- (a) A shift worker who works on a rostered shift, the major portion of which falls on a Saturday or Sunday shall be paid the following applicable shift penalty for all ordinary hours worked on the shift, applied to the base rate of pay and which incorporates the casual loading for casual Employees:

	Saturday	Sunday
Full-time and part-time Employee	50%	100%
Casual Nursing Employee	87.5%	150%
Casual Aged Care and Home Care Employee	75%	125%
Casual Health Professional Employee	75%	75%

- (b) PROVIDED THAT where work commences between 11.00pm and midnight on a Sunday the time worked before midnight will not entitle the Employee to the Sunday rate. However, where the Employee works time before midnight on a Saturday and the time worked extends into Sunday, the time worked before midnight will be regarded as time worked on Sunday.
- (c) The rates in clause 34.3 are in substitution for and not cumulative upon the shift work penalties in clause 34.1 and 34.2.

35. SUPERANNUATION

35.1 Superannuation Legislation

- (a) Superannuation legislation, including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation

Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth) (the **Superannuation Legislation**), deals with the superannuation rights and obligations of Employers and Employees. Under Superannuation Legislation individual Employees generally have the opportunity to choose their own superannuation fund. If an Employee does not choose a superannuation fund, and the Employee does not have a 'stapled' superannuation fund in accordance with the Superannuation Legislation, any superannuation fund nominated in this Agreement covering the Employee applies.

- (b) The rights and obligations in this clause supplement those in Superannuation Legislation.

35.2 Employer Contributions

An Employer must make such superannuation contributions to a superannuation fund for the benefit of an Employee as will avoid the Employer being required to pay the superannuation guarantee charge under superannuation legislation with respect to that Employee.

To comply with Superannuation Legislation the Employer must pay to the nominated superannuation fund the amount specified in this subclause no later than 28 days after the end of each month.

35.3 Superannuation Fund

Unless, to comply with superannuation legislation, the Employer is required to make the superannuation contributions provided for in subclause 35.2 to another superannuation fund that is chosen by the Employee, the Employer must make the superannuation contributions provided for in subclause 35.2 and pay the amount authorised to the Health Employees Superannuation Trust of Australia (HESTA).

35.4 Commonwealth Government Paid Parental Leave (PPL) (Non-Nursing Employees Only)

Where the Employer is directly paying to an eligible Non-Nursing Employee the fortnightly benefit payments under the Commonwealth Government's Paid Parental Leave (PPL) scheme, the Employer will make superannuation contributions for that eligible Employee on the paid component of the PPL at the same rate for superannuation payments as described in this clause.

36. SUPPORTED WAGE SYSTEM

The Supported Wage System defines the conditions which will apply to Employees who because of the effects of a disability are eligible for a supported wage. These conditions are set out under the terms of Schedule C of the Aged Care Award 2010 (such terms are not incorporated into and do not form part of this Agreement).

37. TRAINING/PROFESSIONAL DEVELOPMENT

- 37.1 All parties to this Agreement will actively encourage and facilitate professional development, particularly in relation to supporting Registered Nurses and Enrolled Nurses maintaining registration with the Australian Health Practitioner Regulation Agency (AHPRA). Full-time Employees will be entitled to three days per calendar year of paid professional development leave for the purpose of attending courses, conferences and/or undertaking or preparing for

examinations in a course of study. Part-time employees who work not less than four shifts per fortnight shall be entitled to leave under this clause on a pro-rata basis. Paid professional development leave pursuant to this clause:

- (a) will be paid at the Employee's base rate of pay for their ordinary hours of work in the period over which the leave is taken;
- (b) does not accumulate from year to year;
- (c) is subject to application by the Employee and approval by the Employer and shall be taken at a time that is mutually agreed between the Employer and Employee.

- 37.2 Employees must attend compulsory training including fire and emergency training, Food Safety, OHS training and manual handling training or any other training as may be required. Where practicable, the Employer will deliver compulsory face-to-face training and arrange completion of required e-learning modules within Employees' ordinary hours of work. Where this is not practicable, clauses 37.3 and 37.4 (as applicable) will apply.
- 37.3 Nursing Employees required to attend compulsory face-to-face training or complete required e-learning modules outside ordinary hours shall be paid for the allocated and approved time to complete the module (in the case of e-learning) and, in the case of face-to-face compulsory training, the period of training that the training has been scheduled for or in the event that the training time exceeds the scheduled time, they will be paid for the period of time attended. Payment will be at the Nursing Employee's base rate of pay for up to a maximum of 10 hours per calendar year, counting from the date of operation of the Agreement. Any face-to-face compulsory training and required e-learning modules completed outside ordinary hours that exceed 10 hours in a calendar year will be paid at the applicable overtime rate.
- 37.4 Non-nursing Employees required to attend compulsory face-to-face training or complete required e-learning modules outside ordinary hours and where such training or completed of required e-learning modules is not completed immediately prior to the commencement or immediately following the conclusion of a shift, will be paid for the length of the attendance / completion of the training, or 2 hours at the base rate of pay, whichever is the greater.

38. TRAVELLING AND EXCESS FARES

38.1 Travel

Employees required to travel in the course of their duties are to be reimbursed for all valid travelling expenses incurred and all reasonable out-of-pocket expenses.

- 38.2 Employees required to use their own motor vehicles in connection with the business of the Employer are to be reimbursed on a per kilometre travelled basis at the rate of \$0.99 per kilometre.

38.3 Excess Fares

Employees, other than Home Care Employees, required to attend work at a location other than their usual

workplace are to be reimbursed any additional fares they may incur.

- 38.4 An Employee required to work overtime at a time when public transport is not available is to be reimbursed reasonable costs of travel from work to home.

PROVIDED THAT that this subclause does not apply to Employees who drive their own vehicles to and from work.

39. UNIFORMS

- 39.1 Employees are required by the Employer to wear the corporate uniform and will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees.
- 39.2 If uniforms are not provided as per subclause 39.1, Employees are to be paid in lieu of the uniform an allowance of \$1.23 per shift or \$6.24 per week, whichever is the lesser amount. Where paid, the uniform allowance will be paid during all absences on paid leave except absences on long service leave and personal/carer's leave longer than 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the 4 weeks immediately preceding the taking of leave.
- 39.3 The Employer will provide a corporate uniform annually as follows:
- (a) Employees who regularly work an average of 24 hours or more per week over a 28-day roster:
 - Two (2) pairs of trousers/skirts/shorts; and
 - Three (3) shirts/blouses; and One (1) jacket/jumper/vest.
 - (b) Part-time and Casual Employees who regularly work less than 24 hours per week over a 28-day roster:
 - One (1) pair of trousers/skirt/shorts; and Two (2) shirts/blouses; and
 - One (1) jacket/jumper/vest.

40. WORKPLACE DELEGATES' RIGHTS AND DELEGATE TRAINING

- 40.1. For the purpose of this clause 40:
- (a) *workplace delegate* means an Employee of the Employer who is appointed or elected, in accordance with the rules of an Employee organisation, to be a delegate or representative (however described) for Employees of the Employer who are members of the Employee organisation;
 - (b) *delegate's organisation* means the employee organisation in accordance with the rules of

which the workplace delegate was appointed or elected;

- (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; and
- (d) *enterprise* has the meaning given by section 12 of the Act.

40.2. Before exercising entitlements under clause 40, 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.

40.3. An Employee who ceases to be a workplace delegate must give written notice to the Employer within 14 days.

40.4. Right of representation

- (a) A workplace delegate may represent the industrial interests of eligible Employees who wish to be represented by the workplace delegate in matters including:
 - (i) consultation about major workplace change;
 - (ii) consultation about changes to rosters or hours of work;
 - (iii) resolution of disputes;
 - (iv) disciplinary processes;
 - (v) 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
 - (vi) any process or procedure within the Agreement or policy of the Employer under which eligible Employees are entitled to be represented and which concerns their industrial interests.

40.5. Entitlement to reasonable communication

- (a) A workplace delegate may communicate with eligible Employees for the purpose of representing their industrial interests under clause 40.4. 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.

40.6. 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 40.6(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.

40.7. Entitlement to reasonable access to training

- (a) 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 1 paid day each subsequent year, to attend training related to representation of the industrial interests of eligible Employees, subject to the following conditions:
- (i) 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;
 - (ii) 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:
 - (A) full-time or part-time Employees; or
 - (B) regular casual Employees.
 - (iii) 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.
 - (iv) 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.

- (v) If requested by the Employer, the workplace delegate must provide the employer with an outline of the training content.
- (vi) 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.
- (vii) 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.

40.8. Exercise of entitlements under clause 40

- (a) A workplace delegate's entitlements under clause 40 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 40 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 40 does not require an eligible Employee to be represented by a workplace delegate without the Employee's agreement.

41. FUTURE NEGOTIATIONS

The Employer agrees to commence negotiations with relevant parties for a new enterprise agreement to succeed this Agreement at least 3 months before the nominal expiry date of this Agreement with the intention of concluding these negotiations prior to the nominal expiry date.

42. WORKLOAD MANAGEMENT

- 42.1 The Employer is committed to ensuring that staffing levels provide Employees with a reasonable workload and are appropriate to ensure the delivery of quality resident care in keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.

- 42.2 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s.
- 42.3 Should an Employee (or Employees) feel that their workload is unreasonable or unsafe then that Employee (or Employees) has a responsibility to raise their concerns with their Manager.
- 42.4 Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) clinical assessment of residents' needs;
 - (b) the demand of the environment such as facility layout;
 - (c) statutory obligations (including, but not limited to, work health and safety legislation);
 - (d) reasonable workloads (such as roster arrangements);
 - (e) accreditation standards; and
 - (f) budgetary considerations.
- 42.5 If the matter is not resolved within 7 days, then the Employee must document the relevant concerns and escalate them to a more senior manager and/or utilise the dispute resolution procedure of this Agreement.
- 42.6 The Employer will monitor the workload and skills mix of Employees and respond as soon as practicable to concerns raised.
- 42.7 Replacement of staff, because of planned or unplanned leave, will be determined by the nurse in charge of the shift based on the current occupancy and resident mix and needs. Where occupancy and resident acuity are stable, it would normally be expected that planned and unplanned absences will be replaced on a like-for-like basis.
- 42.8 Where staff replacement is required, the Employer will make every practical effort to fill the position as soon as practicable.
- 42.9 The Employer is committed to maximising its permanent workforce in line with its occupancy levels. The Employer will normally offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual or bank staff, where applicable.

43. REPAIR AND REPLACEMENT OF CLOTHING (Home Care Employees only)

- 43.1 If the clothing of a Home Care Employee is soiled or damaged (excluding normal wear and tear) in the course of the performance of their duties, to the extent that its repair or replacement is necessary, the Employer must reimburse the Employee for the reasonable cost incurred in repairing or replacing the clothing with a substitute item, provided that:

- (a) As soon as reasonably practicable the Employee provides notice of the soiling or damage and, if requested, evidence that would satisfy a reasonable person of the soiling or damage, how it occurred, and the reasonable repair or replacement costs;
- (b) At the time the clothing was soiled or damaged the Employee had complied with any reasonable requirement of the Employer in relation to the wearing of personal protective equipment either provided or paid for by the Employer; and
- (c) the damage or soiling of an Employee's clothes is not caused by the negligence of the Employee.

43.2 This clause will not apply where an Employee is permitted or required to wear a uniform supplied by the Employer or is otherwise entitled to payment of a uniform allowance under this Agreement.

44. FIRST AID ALLOWANCE (Home Care Employees only)

44.1 A weekly first aid allowance as prescribed in Schedule C will be paid per week to a full-time Home Care Employee where a Home Care Employee:

- (a) is required by the Employer to hold a current first aid certificate; and
- (b) is required by the Employer to be, in a given week, responsible for the provision of first aid to Employees employed by the Employer and appointed by the Employer as the first aid officer in such week.

44.2 The first aid allowance in clause 44.1 will apply to eligible part time and casual Employees on a pro rata basis on the basis that the ordinary weekly hours of work for full-time Employees are 38.

45. TELEPHONE ALLOWANCE (Home Care Employees only)

Where the Employer requires a Home Care Employee to install and/or maintain a telephone for the purpose of being on call, the Employer will refund the installation costs and the subsequent rental charges on production of receipted accounts.

46. ON CALL ALLOWANCE (Home Care Employees only)

46.1 A Home Care Employee required by the Employer to be on call (i.e. available for recall to duty at the Employer's or client's premises and/or for remote work) will be paid an allowance:

- (a) As prescribed in Schedule C (Monday to Friday) for any 24-hour period or part thereof during the period from the time of finishing ordinary duty on Monday to the time of finishing ordinary duty on Friday; or
- (b) As prescribed in Schedule C (other) in respect of any other 24-hour period or part thereof, or any public holiday or part thereof.

47. BROKEN SHIFTS AND BROKEN SHIFT ALLOWANCE (Home Care Employees only)

47.1 Broken shift with 1 unpaid break

- (a) The Employer may only roster an Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break).
- (b) An Employee rostered to work a broken shift with 1 unpaid break will be paid an allowance as prescribed in Schedule C (Broken Shift Allowance A) per such broken shift worked.

47.2 Agreement to work a broken shift with 2 unpaid breaks

- (a) Despite clause 47.1, the Employer and an Employee may agree that the Employee will work a broken shift of 3 periods of work with 2 unpaid breaks (other than meal breaks).
- (b) An agreement under clause 47.2(a) must be made before each occasion that the Employee is to work a broken shift with 2 unpaid breaks unless the working of the 2 break broken shift is part of the agreement made under clause 14.2(b) or subsequently varied.
- (c) An Employee who works a broken shift with 2 unpaid breaks will be paid an allowance as prescribed in Schedule C (Broken Shift Allowance B) per such broken shift worked.

47.3 Where a break in work falls within a minimum payment period in accordance with clause 14.2(f) or 14.3(c), then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause 47.1(a) or 47.2(a).

47.4 Payment for a broken shift worked between Monday and Friday (inclusive) will be at the base rate of pay (together with the casual loading for a casual Employee) with weekend, overtime and public holiday rates to be paid in accordance with the relevant clauses of the Agreement.

47.5 An Employee must be paid the shift penalties in accordance with clause 34.1 in relation to work performed on a broken shift, provided that:

- (a) The shift penalties are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift and night shift (as defined by clause 34.1 and in accordance with clause 47.5(b)).
- (b) The night shift allowance is not payable for work performed on a night shift that commences before 6.00 am.

Example: If an Employee performs work on a broken shift from 9.00 am to 11.00am (first period of work) and then from 5.30 pm to 8.30 pm (second period of work), the afternoon shift allowance will be payable on the second period of work only.

47.6 The span of hours for a broken shift is up to 12 hours. All work performed beyond a span of 12 hours will be paid at double time the base rate of pay.

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

48. CLIENT CANCELLATIONS (Home Care Employees only)

- 48.1 This clause applies where a client cancels a scheduled home care service, within 7 days of the scheduled service, which a full-time or part-time Employee was rostered to provide. For the purposes of this clause 48, a client cancellation includes where a client reschedules a scheduled home care service.
- 48.2 Where a service is cancelled by a client under clause 48.1, the Employer may either:
- (a) direct the Employee to perform other work during those hours in which they were rostered; or
 - (b) cancel the rostered shift or the affected part of the shift.
- 48.3 Where clause 48.2(a) applies, the Employee will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- 48.4 Where clause 48.2(b) applies, the Employer must either:
- (a) pay the Employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - (b) subject to clause 48.5, provide the Employee with make-up time in accordance with clause 48.6.
- 48.5 The make-up time arrangement can only be used where the Employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service. If less than 12 hours' notice is provided, clause 48.4(a) applies.
- 48.6 Where the Employer elects to provide make-up time:
- (a) the Employer must provide the Employee with 7 days' notice of the make-up time (or a lesser period by agreement with the Employee);
 - (b) the make-up time must be worked within 6 weeks of the date of the cancelled service;
 - (c) the Employer must consult with the Employee regarding when the make-up time is to be worked;
 - (d) the make-up time can include work with other clients or in other areas of the Employer's business provided the Employee has the skill and competence to perform the work, and/or completing training including e-learning; and
 - (e) an Employee who works make-up time will be paid the amount payable had the Employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- 48.7 Clause 48 is intended to operate in conjunction with the change of roster provisions of the

Agreement and does not prevent the Employer from changing a roster under those provisions.

49. REMOTE WORK (Home Care Employees only)

- 49.1 This clause applies where an Employee is required by their Employer to perform remote work.
- 49.2 For the purpose of this clause, **remote work** means the performance of work by an Employee at the direction of, or with the authorisation of, their Employer that is:
- (a) not part of their rostered ordinary hours of work (or, in the case of casual Employees, not a designated shift); and
 - (b) not additional hours worked by a part-time Employee under clauses 16.2(b) or 16.8(b), or overtime contiguous with a rostered shift; and
 - (c) not required to be performed at a designated workplace.
- 49.3 Minimum payments for remote work
- (a) Where an Employee performs remote work, they will be paid for the time spent performing remote work, with the following minimum payments applying:
 - (i) where the Employee is on call between 6.00 am and 10.00 pm—a minimum payment of 15 minutes' pay;
 - (ii) where the Employee is on call between 10.00 pm and 6.00 am—a minimum payment of 30 minutes' pay;
 - (iii) where the Employee is not on call—a minimum payment of one hour's pay;
 - (iv) where the remote work involves participating in staff meetings or staff training remotely—a minimum payment of one hour's pay.
 - (b) Any time worked continuously beyond the minimum payment period outlined above will be rounded up to the nearest 15 minutes and paid accordingly.
 - (c) Where multiple instances of remote work are performed on any day, separate minimum payments will be triggered for each instance of remote work performed, save that where multiple instances of remote work are performed within the applicable minimum payment period, only one minimum payment period is triggered.
- 49.4 Rates of pay for remote work
- (a) Subject to an Employee's compliance with clause 49.4(c) below, remote work will be paid at the base rate of pay unless one of the following exceptions applies in which case the corresponding rate, calculated on the base rate of pay and incorporating the casual loading for casual Employees, will be payable:

Exception	Full-Time / Part-Time	Casual
Remote work performed outside the span of 6am-8pm	150% for the first two hours and 200% thereafter	175% for the first two hours and 225% thereafter
Remote work performed in excess of 76 hours per fortnight	The applicable overtime rate prescribed in clause 16.2(c) for day workers, or 16.8(c) for shift workers	
Remote work performed in excess of 10 hours per day	150% for the first two hours and 200% thereafter	175% for the first two hours and 225% thereafter
Remote work performed on a Saturday	150%	175%
Remote work performed on a Sunday	200%	225%
Remote work performed on a public holiday	250%	275%

- (b) The rates of pay in the table in clause 49.4(a) above are in substitution for and not cumulative upon the penalty rates prescribed for weekend work, public holidays, shiftwork and overtime.
- (c) An Employee who performs remote work must maintain and provide to the Employer a time sheet or other record acceptable to the Employer specifying the time at which they commenced and concluded performing any remote work and a description of the work that was undertaken. Such records must be provided to the Employer within a reasonable period of time after the remote work is performed.

49.5 Other requirements

- (a) Where remote work is performed, the minimum payment provisions of the Agreement do not apply.
- (b) The performance of remote work will not count as work or overtime for the purposes of rostered days off, rest breaks between rostered work, rest periods after overtime and rest breaks during overtime.

50. ROSTERS (Health Professional Employees and Home Care Employees only)

- 50.1 The ordinary hours of work for each Health Professional Employee and Home Care Employee will be displayed on a fortnightly roster which shall be communicated to Employees at least 2 weeks before the commencement of the roster period.
- 50.2 Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, facsimile or any electronic means of communication.
- 50.3 It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.

50.4 Change of Roster

- (a) Seven days' notice will be given of a change in roster.
- (b) However, a roster may be changed at any time and without 7 days' notice where the change is:
 - (i) by mutual agreement; or
 - (ii) the mutually agreed addition of extra hours to be worked by a part-time Employee;
 - (iii) proposed by an Employee to accommodate an agreed shift swap with another Employee, subject to the agreement of the Employer; or
 - (iv) to enable the service of the Employer to be carried on where another Employee is absent from duty on account of illness, or in an emergency.

51. SLEEPOVERS, EXCURSIONS AND 24-HOUR CARE SHIFTS (Home Care Employees only)

For the life of the Agreement, sleepovers, excursions and 24-hour care shifts will not be worked by Home Care Employees.

SIGNATORIES TO THE AGREEMENT

I am authorised to sign this Agreement on behalf of EMMERTON PARK INCORPORATED



SIGNATURE

MARK ZENTGRAF CEO
PRINT NAME AND AUTHORITY/TITLE

Address: 2-12 Senior Drive, Smithton Tasmania 7330 .

Date: 09/09/2025

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the AUSTRALIAN NURSING & MIDWIFERY FEDERATION (TASMANIAN BRANCH)


SIGNATURE

Emily Shepherd, Branch Secretary
PRINT NAME AND AUTHORITY/TITLE

Address: 182 Marquarie Street, Hobart, TAS, 7000

Date: 12/09/2025

I am authorised to sign this Agreement as a nominated employee bargaining representative on behalf of the
HEALTH AND COMMUNITY SERVICES UNION (TASMANIAN BRANCH)



SIGNATURE

Robbie Moore State Secretary

PRINT NAME AND AUTHORITY/TITLE

Address:

11 Clare St. New Town Tas 7008

Date:

11/9/25

SCHEDULE A - CLASSIFICATIONS

NURSING EMPLOYEES

Enrolled Nurse Supervising Other Direct Care Employees

An enrolled nurse supervising other direct care employees is an employee who:

- (a) has satisfactorily completed:
 - (i) a hospital based course of training in nursing leading to enrolment as an EN; or
 - (ii) 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an EN; or
 - (iii) a course of training in a specified branch of nursing leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor; and
- (b) may be required to supervise other direct care employees.

Registered nurse—level 1 (RN1)

An Employee at this level performs their duties:

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

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

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

Registered nurse—level 2 (RN2)

An Employee at this level:

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

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

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

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

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

Registered nurse—level 3 (RN3)

An Employee at this level:

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

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

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

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

- providing leadership and role modelling, in collaboration with others including the Nurse manager and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff and patient/client education;
- staff selection, management, development and appraisal;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency; for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of patients or clients with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of patients or clients within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services.

Duties of a **Nurse Manager** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse educator, particularly in the areas of action research and quality assurance programs;
- staff selection and education;
- allocation and rostering of staff;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies; and
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control.

Duties of a **Nurse Educator** will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others including the Clinical nurse consultant and the Nurse manager, particularly in the areas of action research;
- implementation and evaluation of staff education and development programs;
- staff selection;
- implementation and evaluation of patient or client education programs;
- participating in policy development and implementation;
- acting as a consultant on request in the Employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care); and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Registered nurse—level 4 (RN4)

An Employee at this level:

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

An Employee at this level may also be known as an Assistant Director Of Nursing (Clinical), Assistant Director Of Nursing (Management), or Assistant Director Of Nursing (Education).

- (a) Appointment at a particular grade at this level will depend upon the level of complexity associated with the duties described in this clause. In this connection the number of beds in a facility will be a relevant consideration.
- (b) In addition to the duties of an RN3, an Employee at this level will perform the following duties:

Duties of an **Assistant Director Of Care (clinical)** will substantially include, but are not confined to:

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

Duties of an **Assistant Director Of Care (management)** will substantially include, but are not confined to:

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

- facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control; and
- being accountable for the structural elements of quality assurance for a specified span of control.

Duties of an **Assistant Director Of Care (education)** will substantially include, but are not confined to: providing leadership and role modelling, in conjunction with others including the Assistant Director Of Nursing (clinical) and the Assistant Director Of Nursing (management), particularly in the areas of selection of staff within the Employee's area of responsibility;

- coordination and promotion of nurse education research projects;
- participating as a member of the nursing executive team, and contributing to the development of nursing and health unit policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specific group of Nurse educators;
- being accountable for the standards and effective coordination of education programs for a specified population;
- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

Registered Nurse – Level 5 means a Registered Nurse who is engaged as Director of Care and as a member of the executive management team is responsible and accountable for the overall co- ordination of nursing.

AGED CARE EMPLOYEES

AGED CARE EMPLOYEES – INDIRECT CARE

Aged care employee—general—level 1

Entry level:

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

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk Laundry hand Cleaner Assistant gardener	Food services assistant

Aged care employee—general—level 2

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services
General clerk/Typist (between 3 months' and less than 1 year's service) Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)

Aged care employee—general—level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative tasks performed at this level are:

General and administrative services	Food services
General clerk/Typist (second and subsequent years of service) Receptionist Pay clerk Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate Laundry hand Cleaner	Cook Food services assistant

Aged care employee—general—level 4

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior cook (trade)

Aged care employee—general—level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;

- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative tasks performed at this level are:

General and administrative services	Food services
Secretary interpreter (unqualified)	Chef

Aged care employee—general—level 6

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
Maintenance tradesperson (advanced) Gardener (advanced)	Senior chef

Aged care employee—general—level 7

An employee at this level:

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

Indicative tasks performed at this level are:

General and administrative services	Food services
Clerical supervisor Interpreter (qualified) Gardener superintendent General services supervisor	Chef /Food services supervisor

DIRECT CARE

Aged Care Employee – Direct Care – Level 1 (Introductory)

A Personal Care Worker Employee whose primary role is to provide direct care to residents and who does not hold a Certificate 3 or Certificate 4 in Individual Support (Ageing) or equivalent qualification and has less than 3 months' aged carer experience.

A Leisure and Lifestyle Employee whose primary role is to provide activities/diversional therapy to those residents of a residential aged care facility, and who does not hold a Certificate 3 or Certificate 4 in Leisure and Lifestyle, Diversional Therapy or other relevant qualification recognised by the Employer, and has less than 3 months' aged carer experience.

Aged Care Employee – Direct Care – Level 2 (Direct Carer)

A Personal Care Worker Employee whose primary role is to provide direct care to residents and who does not hold a Certificate 3 or Certificate 4 in Individual Support (Ageing) or equivalent qualification, and who has 3 months or more of aged carer experience.

A Leisure and Lifestyle Employee whose primary role is to provide activities/diversional therapy to those residents of a residential aged care facility, and who does not hold a Certificate 3 or Certificate 4 in Leisure and Lifestyle, Diversional Therapy or other relevant qualification recognised by the Employer, and has 3 months or more of aged carer experience.

Aged Care Employee – Direct Care – Level 3 (Qualified)

A Personal Care Worker Employee whose primary role is to provide direct care to residents and who has obtained a Certificate 3 or Certificate 4 in Individual Support (Ageing) or equivalent qualification, and who has completed less than 1976 ordinary hours of work (including paid public holiday absences and all paid leave) with the Employer at this level.

A Leisure and Lifestyle Employee whose primary role is to provide activities/diversional therapy to those residents of a residential aged care facility, and who has obtained a Certificate 3 or Certificate 4 in Leisure and Lifestyle, Diversional Therapy or other relevant qualification recognised by the Employer, and who has completed less than 1976 ordinary hours of work (including paid public holiday absences and all paid leave) with the Employer at this level.

Where an unqualified Direct Care Employee obtains a certificate/qualification that entitles them to move to the Level 3 (Qualified) classification, the Employee shall be reclassified from the next full pay period commencing on or after the date that evidence of attainment is provided to the Employer.

Aged Care Employee – Direct Care – Level 4 (Senior)

A Personal Care Worker Employee whose primary role is to provide direct care to residents and who has obtained a Certificate 3 or Certificate 4 in Individual Support (Ageing) or equivalent qualification, and who has completed at least 1976 ordinary hours of work (including paid public holiday absences and all paid leave) with the Employer at Level 3.

A Leisure and Lifestyle Employee whose primary role is to provide activities/diversional therapy to those residents of a residential aged care facility, and who has obtained a Certificate 3 or Certificate 4 in Leisure and Lifestyle, Diversional Therapy or other relevant qualification recognised by the Employer, and who has completed at least 1976 ordinary hours of work (including paid public holiday absences and all paid leave) with the Employer at Level 3.

Aged Care Employee – Direct Care – Level 5 (Specialist)

Means an Employee appointed by the Employer as a Specialist Personal Care Worker to provide specialist direct care to residents in accordance with the Employer's requirements and who has obtained a Certificate 4 qualification in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer.

Means an Employee appointed by the Employer as a Specialist Leisure and Lifestyle Employee to provide specialist lifestyle activities/diversional therapy to residents in accordance with the Employer's requirements and who holds a Certificate 4 qualification as a requirement for the performance of their duties by the Employer.

Aged Care Employee – Direct Care – Level 6 (Team Leader)

Means an Employee appointed by the Employer as a Personal Care Worker Team Leader who has obtained a Certificate 4 in Ageing Support or equivalent as a requirement for the performance of their duties by the Employer and is required to supervise and train other Personal Care Workers.

Means an Employee appointed by the Employer as a Leisure and Lifestyle Team Leader who has obtained a Certificate 4 or Diploma in Leisure and Lifestyle / Diversional Therapy or equivalent as a requirement for the performance of their duties by the Employer and is required to supervise and train other Leisure and Lifestyle Employees.

An Aged Care Employee – Direct Care may work ordinary hours, including additional shifts, providing home care services to the Employer's aged care clients, subject to the application of overtime in accordance with clause 16.2 (for day workers) and clause 16.8 (for shift workers). The performance of such shifts will not affect the substantive Aged Care Employee classification in which the Employee is employed.

HOME CARE EMPLOYEES

Home care Employee Level 1 (Introductory)

An employee whose primary role is to provide home care to aged care clients and who does not hold a Certificate III or IV in Individual Support (Ageing) or equivalent qualification, and who has less than 3 months' aged carer experience.

Home care Employee Level 2 (Home Carer)

An employee whose primary role is to provide home care to aged care clients and who does not hold a Certificate III or IV in Individual Support (Ageing) or equivalent qualification and who has 3 months or more of aged carer experience.

Home care employee Level 3 (Qualified)

An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate III or IV in Individual Support (Ageing) or equivalent qualification, and who has completed less than 1976 ordinary hours of work (including paid public holiday absences and all paid leave) with the Employer at this level.

Home care employee Level 4 (Senior)

An employee whose primary role is to provide home care to aged care clients and who has obtained a Certificate III or IV in Individual Support (Ageing) or equivalent qualification, and who has completed at least 1976 ordinary hours of work (including paid public holiday absences and all paid leave) with the Employer at Level 3.

Home care employee Level 5 (Specialist)

Means an employee appointed by the Employer as a Specialist Home Care Employee to provide specialist home care to residents in accordance with the Employer's requirements and who has obtained a Certificate 4 qualification in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer.

Home Care Employee Level 6 (Team Leader)

Means an Employee appointed by the Employer as a Team Leader who has obtained a Certificate 4 qualification in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the Employer and is required to supervise and train other Home Care Employees.

A Home Care Employee may work ordinary hours, including additional shifts, as a direct carer in the Employer's aged care facility, subject to the application of overtime in accordance with clause 16.2 (for day workers) and clause 16.8 (for shift workers). The performance of such shifts will not affect the substantive Home Care Employee classification in which the Employee is employed.

HEALTH PROFESSIONAL EMPLOYEES

Health Professionals include Dietitians, Exercise Physiologists, Occupational Therapists, Physiotherapists, Psychologists, Recreation Therapists, Social Workers and any other common health professional as listed in Schedule B of the *Health Professionals and Support Services Award 2020* (such Award is not incorporated into this Agreement).

Health Professional—level 1

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

Health Professional—level 2

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

Health Professional—level 3

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

Health Professional—level 4

- (a) A health professional at this level applies a high level of professional judgment and knowledge when performing a wide range of novel, complex, and critical tasks, specific to their discipline.
- (b) An employee at this level:
 - (i) has a proven record of achievement at a senior level;
 - (ii) has the capacity to allocate resources, set priorities and ensure budgets are met within a

- (iii) large and complex organisation;
may be responsible to the executive for providing effective services and ensuring budget/strategic targets are met;
- (iv) supervises staff where required; and
- (v) is expected to develop/implement and deliver strategic business plans which increase the level of care to customers within a budget framework.

Progression through pay points

(a) Progression through level 1

Employees will enter at the relevant pay point and then progress through each pay point until they reach pay point 6 as follows:

- (i) for a full-time employee—annually; or
- (ii) for part-time or casual employees— after a minimum period of 12 months and 1824 hours' experience at each relevant point.

(b) Progression through levels 2–4

Progression to the next pay point for all classifications for which there is more than one pay point will be:

- (i) for a full-time employee—annually; or
- (ii) for part-time or casual employees— after a minimum period of 12 months and 1824 hours' experience at each relevant point,

having regard to the acquisition and use of skills.

SCHEDULE B – WAGES

NURSING EMPLOYEES

Classification	Current	First full pay period on or after 1 July 2025	First full pay period on or after 1 July 2026	First full pay period on or after 1 July 2027
		2.50%	2.50%	2.50%
Enrolled Nurse				
EN Supervising Other Direct Care Employees	\$42.4700	43.5318	44.6200	45.7355
Registered Nurse				
Level 1				
Pay Point 1	\$43.9100	45.0078	46.1329	47.2863
Pay Point 2	\$46.0400	47.1910	48.3708	49.5800
Pay Point 3	\$50.7200	51.9880	53.2877	54.6199
Level 2				
Pay Point 1	\$54.8200	56.1905	57.5953	59.0351
Pay Point 2	\$56.9900	58.4148	59.8751	61.3720
Level 3	\$59.6700	61.1618	62.6908	64.2581
Level 4	\$69.8900	71.6373	73.4282	75.2639
Level 5	\$78.7200	80.6880	82.7052	84.7728

AGED CARE EMPLOYEES

Classification	Current	First full pay period on or after 1 July 2025
		3.75%
Aged Care Employee - General		
Level 1	\$25.6200	\$26.5808
Level 2	\$26.6300	\$27.6286
Level 3	\$27.6600	\$28.6973
Level 4	\$27.9800	\$29.0293
Level 5	\$28.9300	\$30.0149
Level 6	\$30.4900	\$31.6334
Level 7	\$31.0300	\$32.1936

Aged Care Employee – Single most senior food services employee engaged by the Employer at the facility or site		
Level 4	\$31.2400	\$32.4115
Level 5	\$32.3000	\$33.5113
Level 6	\$34.0400	\$35.3165
Aged Care Employee - Direct care		
Level 1 - Introductory	\$29.4600	\$30.5648
Level 2 - Direct Carer	\$30.7400	\$31.8928
Level 3 - Qualified	\$32.1400	\$33.3453
Level 4 - Senior	\$33.0000	\$34.2375
Level 5 - Specialist	\$34.1900	\$35.4721
Level 6 - Team Leader	\$35.8900	\$37.2359

HOME CARE EMPLOYEES

Classification	Current	First full pay period on or after 1 July 2025
		3.75%
Home Care Employee - Direct care		
Level 1 - Introductory	\$29.4600	\$30.5648
Level 2 - Home Carer	\$30.7400	\$31.8928
Level 3 - Qualified	\$32.1400	\$33.3453
Level 4 - Senior	\$33.0000	\$34.2375
Level 5 - Specialist	\$34.1900	\$35.4721
Level 6 - Team Leader	\$35.8900	\$37.2359

HEALTH PROFESSIONAL EMPLOYEES

Classification	Current	First full pay period on or after 1 July 2025
		3.75%
Level 1		
Pay Point 1	\$28.5000	\$29.5688
Pay Point 2	\$29.6000	\$30.7100
Pay Point 3	\$30.9100	\$32.0691
Pay Point 4	\$31.9700	\$33.1689
Pay Point 5	\$34.8300	\$36.1361
Pay Point 6	\$36.0700	\$37.4226
Level 2		
Pay Point 1	\$36.2600	\$37.6198
Pay Point 2	\$37.5800	\$38.9893
Pay Point 3	\$39.0200	\$40.4833
Pay Point 4	\$40.5700	\$42.0914

Level 3		
Pay Point 1	\$42.3300	\$43.9174
Pay Point 2	\$43.5200	\$45.1520
Pay Point 3	\$44.4500	\$46.1169
Pay Point 4	\$46.4300	\$48.1711
Pay Point 5	\$48.1400	\$49.9453
Level 4		
Pay Point 1	\$51.2500	\$53.1719
Pay Point 2	\$54.6900	\$56.7409
Pay Point 3	\$59.4800	\$61.7105
Pay Point 4	\$65.6600	\$68.1223

SCHEDULE C - ALLOWANCES

	Current	FFPPOOA 1- July-25	FFPPOOA date of operation of the Agreement	FFPPOOA 1- July -26	FFPPOOA 1- July -27
		2.5%		2.5%	2.5%
Foul and nauseous linen (per hour)	0.36	0.37	0.37	0.38	0.39
RN In charge – per shift	26.00	26.65	35.00	35.88	36.77
Mentor – per hour per shift	1.34	1.37	1.50	1.54	1.58
Nurses – remote call					
Per hour of rostered remote call	1.30	1.33	Ceases to apply		
Minimum payment per day/shift rostered for remote call	12.48	12.79	Ceases to apply		
Nurses – remote call (between rostered shifts or ordinary hours on):					
Monday to Friday (inclusive)	Not applicable	Not applicable	31.20	31.98	32.78
Saturday	Not applicable	Not applicable	41.21	42.24	43.30
Sunday, Public Holiday or non- rostered day	Not applicable	Not applicable	48.08	49.28	50.51
Preceptor – per hour	2.80	2.87	2.87	2.94	3.02
Meal Allowance A	13.66	16.62	16.62	17.04	17.46
Meal Allowance B	12.31	14.98	14.98	15.35	15.74
Broken Shift Allowance A (applies from the date of operation of the Agreement)	Not applicable	Not applicable	20.82	21.34	21.87
Broken Shift Allowance B (applies from the date of operation of the Agreement)	Not applicable	Not applicable	27.56	28.25	28.96
<u>First aid allowance (Home Care)</u> (applies from the date of operation of the Agreement)					
Full-time, per week	Not applicable	Not applicable	20.46	20.97	21.50
Part-time and casual, per hour	Not applicable	Not applicable	0.54 (to a maximum of 20.46 per week)	0.55 (to a maximum of 20.97 per week)	0.57 (to a maximum of 21.50 per week)

	Current	FFPPOOA 1- July-25	FFPPOOA date of operation of the Agreement	FFPPOOA 1- July -26	FFPPOOA 1- July -27
<u>On call allowance (Home Care)</u> (applies from the date of operation of the Agreement)					
Monday to Friday	Not applicable	Not applicable	24.50	25.11	25.74
Other	Not applicable	Not applicable	48.50	49.71	50.95

Matter number:

AG2025/3129

Employer:

Emmerton Park Incorporated

Application:

Section 185 – Application for approval of a single enterprise agreement, namely the *Emmerton Park Incorporated Staff Agreement 2025*

Undertaking – Section 190

I, Mark Zentgraf, Chief Executive Officer for Emmerton Park Incorporated (the **Employer**), give the following undertaking with respect to the *Emmerton Park Incorporated Staff Agreement 2025* (the **Agreement**) and have the authority from the Employer to provide this undertaking in relation to the application before the Fair Work Commission.

Undertaking

1. The rates for home care employees applicable from the first full pay period on or after 1 July 2025 and specified in the wage table in Schedule B of the Agreement will be replaced with the following:

Classification	First full pay period on or after 1 July 2025
	3.75%
Home Care Employee - Direct care	
Level 1 - Introductory	\$30.9279
Level 2 - Home Carer	\$32.8265
Level 3 - Qualified	\$33.8951
Level 4 - Senior	\$36.0531
Level 5 - Specialist	\$36.7898
Level 6 - Team Leader	\$38.8336

2. Clause 37.4 of the Agreement will be replaced with the following:

Non-nursing Employees required to attend compulsory face-to-face training or complete required e-learning modules outside ordinary hours and where such training or completed of required e-learning modules is not completed immediately prior to the commencement or immediately following the conclusion of a shift, will be paid for the length of the attendance / completion of the training, or 2 hours at the base rate of pay, whichever is the greater. Provided that where the total of any face-to-face compulsory training and required e-learning modules completed outside ordinary hours by non-nursing Employees and which is not completed immediately prior to the commencement or immediately following the conclusion of a shift, exceeds eight hours in a calendar year, the time in excess of eight hours will be paid at the applicable overtime rate.

3. Clause 14.3(c) of the Agreement will be replaced with the following:

Notwithstanding (b) above if required to attend for work a casual Employee must be provided with a minimum of two hours work (or three hours for a casual Health Professional Employee) for each engagement or paid for a minimum of two hours (or three hours for a casual Health Professional Employee) for each engagement. This excludes recall to work (see clauses 28 and 29) and attendances at compulsory training (see clause 37).

4. Clause 15.9(b) of the Agreement will be deleted and clause 15.9(a) will be replaced with the following:

A non-nursing Employee engaged continuously for two hours or more on duties carrying a higher base rate of pay than their ordinary classification will be paid the higher base rate of pay for the day. If the work is for less than two hours, they will be paid the higher base rate of pay for the time worked. This will apply whether or not an Employee works in accordance with a roster.

5. In relation to clause 15.10 of the Agreement, where, in a pay period for work performed, an Aged Care Employee is entitled to be paid the foul and nauseous linen allowance and the employee does not work at least one shift of more than 5 hours' duration in the pay period, the foul and nauseous linen allowance payable to the employee for that pay period will be \$0.60 for each hour of work so engaged, with a minimum payment of \$3.25.

This undertaking is provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Date signed:	26 Septemebr 2025
For and on behalf of the Employer by: [In accordance with s.190(5) of the FW Act]	Mark Zentgraf
Position:	Chief Executive Officer
Signature:	Mark Zentgraf Digitally signed by Mark Zentgraf Date: 2025.09.26 08:51:25 +10'00'