



# DECISION

*Fair Work Act 2009*  
s.185—Enterprise agreement

**Medea Park Association Incorporated T/A Medea Park Residential Care**  
(AG2025/1353)

## **MEDEA PARK ASSOCIATION INCORPORATED GENERAL STAFF ENTERPRISE AGREEMENT 2024**

Aged care industry

DEPUTY PRESIDENT MILLHOUSE

MELBOURNE, 13 JUNE 2025

*Application for approval of the Medea Park Association Incorporated General Staff  
Enterprise Agreement 2024*

[1] An application has been made for approval of an enterprise agreement known as the *Medea Park Association Incorporated General Staff Enterprise Agreement 2024* (Agreement). The application was made pursuant to s 185 of the *Fair Work Act 2009* (Cth) (Act). It has been made by Medea Park Association Incorporated T/A Medea Park Residential Care (Employer). The Agreement is a single enterprise agreement.

[2] The Employer has provided written undertakings. A copy of the undertakings is attached at 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 requirement of ss 186, 187, 188 and 190 as are relevant to this application for approval have been met. For the purposes of the better off overall test, I have had regard to each of the matters in s 193A(2)-(7).

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

[5] The Agreement is approved and, in accordance with s 54 of the Act will operate from 20 June 2025. The nominal expiry date of the Agreement is 1 January 2028.

## Variation

[6] By way of correspondence dated 30 May 2025, the Employer sought that the Commission correct an error, defect or irregularity in the Agreement pursuant to s 218A(2)(a) of the Act.

[7] The Agreement as lodged includes a table of wage rates at page 45 which contains erroneous figures. The Employer submits that an error occurred when inputting data relating to the wage rate for an Aged Care Personal Assistant level 3. This resulted in subsequent wage rates being inserted into the incorrect columns for levels 3, 4 and 5 in the wages table. This consequently resulted in the omission of the correct wage rate for an Aged Care Employee Level 6.

[8] Section 218A of the Act was inserted by the *Fair Work Legislation Amendment (Secure Jobs Better Pay) Act 2022* to provide a process for varying an enterprise agreement to “correct or amend an obvious error, defect or irregularity,” whether in substance or form. It provides as follows:

### **Variation of enterprise agreements to correct or amend errors, defects or irregularities**

- (1) The FWC may vary an enterprise agreement to correct or amend an obvious error, defect or irregularity (whether in substance or form).
- (2) The FWC may vary an enterprise agreement under subsection (1):
  - (a) on its own initiative; or
  - (b) on application by any of the following:
    - (i) one or more of the employers covered by the agreement;
    - (ii) an employee covered by the agreement;
    - (iii) an employee organisation covered by the agreement.
- (3) If the FWC varies an enterprise agreement under subsection (1), the variation operates from the day specified in the decision to vary the agreement.

[9] Before an enterprise agreement may be varied under s 218A of the Act, there must be satisfaction of the existence of an obvious error, defect or irregularity (whether in substance or form). I am satisfied that the inclusion of incorrect wage rates in the wages table at page 45 of the Agreement is an obvious error. Without correction, employees under the Agreement may mistakenly be paid the incorrect (lower) rates of pay.

[10] I consider that it is necessary and appropriate to correct the error by replacing the wages table at page 45 of the Agreement with a version of the wages table containing the correct rates, as proposed by the Employer. There was no objection to this proposal by the employee bargaining representatives. I am satisfied that the correction will ensure that the Agreement accurately reflects the wages rates intended to be paid to the relevant employees under the Agreement. There are no grounds telling against the exercise of my discretion to vary the Agreement to correct this error.

[11] Accordingly, the error will be corrected in the manner sought and as specified in the order that follows. The order will operate from the date of this decision.

**Order**

[12] Pursuant to s 218A of the Act, I order that the Agreement be varied to correct an obvious error by:

- (1) deleting page 45 from the Agreement as lodged; and
- (2) replacing the deleted page with a revised page 45 which corrects the erroneous wage rates in the wages table and otherwise makes no other changes.

[13] The published Agreement will contain the corrections described in the above order.



DEPUTY PRESIDENT

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## Annexure A



### MEDEA PARK ASSOCIATION INCORPORATED GENERAL STAFF ENTERPRISE AGREEMENT 2024

The organisation undertakes that the following clauses will be amended as follows:

1. Clause 6

- a) *The definition 'Member of employee's household' in clause 6 of the Agreement does not have effect.*
- b) *The specific percentage shift loadings expressed in clause 44 of the Agreement are to be applied in priority to the loadings expressed in clause 6 definitions of the Agreement, where there is overlap between the two.*

2. Clause 14(b)

*For the purpose of this clause, a shiftworker is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined and/or an employee who works for more than four ordinary hours on 10 or more weekends.*

*For the purpose of this clause, a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.*

3. Clause 14 - Annual Leave

(b)(i) of the Agreement should state:

*Employees on annual leave will be entitled to either 17.5% loading or the weekend and shift penalties they would normally receive, whichever is the greater.*

4. Clause 14 - Annual Leave

(e) and (m) of the Agreement should state:

*Employees on annual leave are entitled to take annual leave in any periods agreed with the employer.*

5. Clause 16 and Clause 40 – Home Care Employees

This clause should be read to state:

*Travel allowance will be the rates as per the relevant Award(s).*

6. Clause 16 – Home Care Employees

(d) of the Agreement should state:

*Where a client cancels a shift within 7 days the employee will be paid or directed to work a makeup shift; if the cancellation occurs with less than 12 hours' notice the employee will be paid and there will be no direction to work makeup time.*

7. Clause 25 – Higher Duties

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

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

8. Clause 16 (d) – Client Cancellations – Home Care Employees Only  
*This clause should be read in line with clause 25.5(f) of the Social, Community, Home Care and Disability Services Award.*
9. Clause 26(a)(ii) – Home Care and Administrative Employees  
*Unless there is a variation within the relevant Award(s), the spread of hours will not be varied past 6:00am to 6:00pm Monday to Friday for Aged Care employees and 6am to 8pm for Home Care employees.*
10. Clauses 26(a)(ii), (c) and 26(f)(ii)  
*Consistent with clauses 22.1 of the Aged Care Award 2010 and 25.1 of the Social, Community, Home Care and Disability Services Industry Award 2010, the spread of hours or daily hours will not be altered pursuant to clause 26(a)(ii) of the Agreement beyond 8 ordinary hours on a day shift, or 10 ordinary hours on a night shift (for Aged Care employees); or 10 ordinary hours per shift (for SCHADS employees).*
11. Clause 31(d) – Casual Conversion  
*Clause 31(d) is to be amended to include all requirement prescribed by s 66AAC of the Fair Work Act 2009 (Cth), including that the employer must give a written response to a notification given under s 66AAB within 21 days after the notification is given by the employee to the employer.*
12. Clause 32(c)(iii) – Public Holiday  
*This clause should state that for all authorised overtime on a public holiday, payment will be made at the rate of 250%.*
13. Clause 32(e)Overtime Meals  
*Medea Park provides free meals to all employees who work overtime. If a meal is not provided, a meal allowance will be paid at the same rates prescribed in the relevant covering Award.*
14. Clause 36(g) – Unpaid Carer's Leave  
*This clause is amended by removing the words '(up to a maximum of 16 hours)'.*
15. Clause 38(a) – Public Holidays  
*This should be amended to the Birthday of the Sovereign.*
16. Clause 40 (a) – Rostered employees:  
*Employees all receive four (4) days off per fortnight, and as such eight (8) days off in each 28 days.*
17. Allowance – Broken Shift – Home Care Employees Only  
*The relevant allowance for broken shifts will be as provided for in the Social, Community, Home Care and Disability Services Award*
18. Allowances
  - (a) On-call and Recall  
*Aged Care employees will receive a recall minimum of four (4) hours' payment and employees under the Social, Community, Home Care and Disability Services Award will receive a recall minimum of two (2) hours' payment.*
  - (b) Clothing and equipment
    - i. *Employees required by Medea Park to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to employees. Such items are to remain the property of Medea Park and be laundered and maintained by such employer free of cost to the employee.*
    - ii. *The workplace laundry is available to all employees for the laundering of uniforms.*
    - iii. *Where the employee is required to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an employee, Medea Park will provide such clothing or equipment and if these are not available then Medea Park will reimburse the employee for the cost of purchasing such special clothing or safety equipment.*

(c) Leading hand

- i. *A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification, but does not include any employee whose classification denotes supervisory responsibility.*
- ii. *A leading hand will be paid a weekly allowance of the amount specified by the relevant Award.*
- iii. *This allowance will be part of salary for all purposes of this award.*
- iv. *An employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.*

(d) Tool Allowance

*All necessary tools for Chefs and Cooks will be provided by Medea Park.*

(e) Allowances – Home Care Employees

- i. *Allowances provided by clause 20 of the Social, Community, Home Care and Disability Services Award including expense related allowances, clothing & equipment, laundering of clothing other than uniforms, repair and replacement of clothing other than uniforms, first aid allowance, travelling, transport and fares, telephone allowance, heat allowance, board and lodging and broken shift allowance, will be paid in line with the Award, where relevant.*
- ii. *All employees will receive meals from Medea Park where relevant.*
- iii. *The workplace laundry is available to all employees for the laundering of uniforms.*

(f) Job search entitlement

*This will be provided where Medea Park has given notice of termination to an employee, which will allow the employee time off without loss of pay of up to one day for the purpose of seeking other employment.*

19. Wage Rate

*If the wage rates in the Agreement are below or equal to the relevant Award rate, then Medea Park's wage rates will remain 0.10c above the ordinary wage rate of the relevant Award.*

Yours sincerely



Jes Kenth  
Chief Executive Officer





# **MEDEA PARK ASSOCIATION INCORPORATED**

## **GENERAL STAFF**

### **ENTERPRISE AGREEMENT**

**2024**

**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.**

## 1. TITLE

This Agreement shall be referred to as the Medea Park Association Incorporated General Staff Enterprise Agreement 2024.

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### **3. SCOPE OF AGREEMENT**

This agreement shall apply to Medea Park Association Incorporated in respect of the employment by the employer of employees other than Registered and Enrolled Nurses as defined by the Australian Health Practitioner Regulation Agency (AHPRA).

### **4. AGREEMENT PARTIES**

The parties to this agreement are as follows:

- (a) Medea Park Association Incorporated ('the employer');
- (b) Employees who are employed by the employer and are engaged in work in classifications contained within this Agreement;
- (c) The Health Services Union, Tasmania Branch (HACSU)
- (d) Australian Nursing & Midwifery Federation (Tasmania branch) (ANMF)

## **5. DATE AND PERIOD OF OPERATION**

This Agreement will be operational on the seventh day after the date specified on the notice from Fair Work Australia.

The Agreement shall expire on 1 January 2028, unless otherwise terminated or varied beforehand by the mutual agreement of the parties or operation of law. The Agreement will continue beyond the nominal expiry date, until replaced, or terminated in accordance with the Fair Work Act 2009.

## **6. DEFINITIONS**

Unless otherwise indicated, the following words and terms used in this Agreement have the meaning indicated:

**Award** means the Aged Care Award 2010 and the Social, Community, Home Care and Disability Services Industry Award 2010 (MA000100).

### **Afternoon Shift means:**

(a) Afternoon shift commencing at 10.00 am and before 1.00 pm—10% of the ordinary hourly rate

(b) Afternoon shift commencing at 1.00 pm and before 4.00 pm—12.5% of the ordinary hourly rate

### **Broken Shift:**

Only applies to social and community services employees when undertaking home care and disability services work.

(a) Broken shift with one (1) unpaid break

(i) An employer may only roster an employee to work a broken shift of two (2) periods of work with one (1) unpaid break (other than a meal break).

(ii) An employee rostered to work a broken shift with one (1) unpaid break must be paid the allowance in clause (a).

(b) Agreement to work a broken shift with 2 unpaid breaks

(i) Despite (a), an employer and an employee may agree that the employee will work a broken shift of three (3) periods of work with two (2) unpaid breaks (other than meal breaks).

(ii) An agreement under clause (b)(i) must be made before each occasion that the employee is to work a broken shift with 2 unpaid breaks unless the working of the two (2) break broken shift is part of the agreed regular pattern of work in an agreement made with the employee or an agreement subsequently varied with the employee.

(iii) An employee who works a broken shift with two (2) unpaid breaks must be paid the allowance in clause (b).

(c) Where a break in work falls within a minimum payment period in accordance with types of employment then it is to be counted as time worked and does not constitute a break in a shift for the purposes of clause (a)(i) or clause (b)(i).

(d) Payment for a broken shift will be at ordinary pay with weekend, overtime and public holiday penalty rates to be paid in accordance with Saturday and Sunday work, Overtime and penalty rates and Public holidays.

(e) An employee must be paid the shift allowances in accordance with Shiftwork in relation to work performed on a broken shift, provided that:

(i) The shift allowances are only payable in respect of periods of work in a broken shift that satisfy the definitions of afternoon shift, night shift and public holiday shift.

(ii) (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.

- (f) 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.
- (g) An employee must receive a minimum break of 10 hours between broken shifts when the employee is rostered on successive days.

**Broken shifts**

Only applies to social and community services employees when undertaking home care and disability services work.

- (h) An employee required to work a broken shift with 1 unpaid break will be paid an allowance of 1.7% of the standard rate, per broken shift.
- (i) An employee who agrees to work a broken shift with 2 unpaid breaks will be paid an allowance of 2.25% of the standard rate, per broken shift.

**Casual Employee** means a casual employee in accordance with section 15A of the *Fair Work Act 2009*.

**Day worker** means an employee whose weekly ordinary hours of work are performed between the period 6.00am and 6.00pm on the days Monday to Friday inclusive.

**Employee** means an employee employed by the employer and covered by the scope of this Agreement.

**Employer** means Medea Park Association Incorporated.

**Chief Executive Officer** is the highest ranking executive in the organisation.

**Full-time employee** means a person engaged to work 38 ordinary hours per week.

**Home Care Worker** means an employee employed to deliver care and related activities in client homes and community settings.

**Immediate family** of an employee means:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling, or a
- child, parent, grandparent, grandchild or sibling of the employee's spouse or de facto partner (or former spouse or de facto partner).

This definition includes step-relations (eg. step-parents and step-children) as well as adoptive relations and other relatives who are members of the employees household.

**Member of employee's household** in respect of an employee has the meaning as per the *Fair Work Act 2009* and relates to a family member who usually resides with the employee.

**NAPSA** means a Notional Agreement Preserving a State Award and has the meaning in the Act.

**NES** means the National Employment Standards.



**Night Shift means:**

(a) Night shift commencing at 4.00 pm and before 4.00 am—15% of the ordinary hourly rate

(b) Night shift commencing at 4.00 am and before 6.00 am—10% of the ordinary hourly rate

**Part-time employee** means a person, other than casual employee, engaged to work regularly in each pay period for less hours than an equivalently classified full-time employee.

**Projected Roster** means an employee's normal roster including penalty shifts for the period of leave.

**Casual Employee** means a person engaged to work for up to and including 38 ordinary hours per week but not engaged to work on a regular cycle of hours necessarily.

**Rostered employee** means an employee required to work in accordance with the shift work arrangements of this Agreement and is other than a day worker.

**Shift Work (Roster)** means a work pattern where an employee is regularly rostered to work their ordinary hours outside the ordinary hours of work as set for a day worker, in which overtime does not apply.

**Significant Relationship** means a relationship that exists outside of the family members previously defined, however it is a person with whom an employee can demonstrate having an important or meaningful relationship that would cause the employee to be placed in a similar situation to a family member on the occasion of their death or diagnosis with a serious illness or injury.

**Standard Rate** is the minimum wage for an aged care employee expressed as a fulltime weekly wage (that is the hourly rate x 38)

**the Act** means the *Fair Work Act 2009*.

**Unions** means the Health Services Union, Tasmania Branch operating as the Health and Community Services Union (HACSU) and the Australian Nursing & Midwifery Federation (Tasmania branch) (ANMF).

**Workplace Union Delegate** means an employee who has been elected by other employees under the rules of the Union to represent employees in the workplace.

**Year of service** shall mean 1976 hours of actual service in an approved establishment, including public holidays, paid annual leave, and paid personal leave.

## **7. RELATIONSHIP TO THE NES**

Entitlements in accordance with the NES are provided for under the Act. The NES provides a set of minimum standards which cannot be displaced. 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.

The provisions in this Agreement otherwise apply.

## **8. SUPERSESSION AND SEVERANCE PROVISIONS**

(a) It is the intention of those covered by this Agreement that this Agreement contains only permitted matters under the Act. It is also the intention of those covered by this Agreement that this agreement contains no matters that are unlawful.

- (b) 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.
- (c) 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.
- (d) To the extent it is possible, all terms in this Agreement should be interpreted in a manner that would make them permitted matters.

## **9. PURPOSE OF AGREEMENT**

The key purpose of the Agreement is to improve employees' wages and conditions of employment to reward staff for the valued contribution they make within the organisation.

The Agreement seeks to create an environment whereby there can be further investment in the future growth and development of aged care services.

The Agreement aims to continually improve communication and cooperation at the workplace level between management and staff.

Medea Park Association Incorporated recognises the important contribution of all aged care staff in ensuring the organisation's future.

## **10. WORKLOADS**

The Employer is committed to ensuring that staffing levels are appropriate to deliver the level of care required by the accreditation principles.

Where staff feel that workloads are excessive or lacking on a consistent basis, then they should report this in writing to their direct Manager.

If no appropriate action is taken, staff should raise the issue with the Chief Executive Officer. Minutes must be taken by the Manager or Chief Executive Officer of any workload complaints and a written response provided to the employee(s) within 14 business days.

Should further investigation be required the Manager or Chief Executive Officer must provide a timeline to the employee and update them on a fortnightly basis in relation to the matter.

## **11. WORKLOAD ESCALATION PROCESS**

- (a) The parties to this agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on organisation, the employees and the quality of resident/client care.
- (b) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
  - i. In the first instance, employees should discuss the issue with the Supervisor and, where appropriate, explore solutions.
  - ii. If a solution cannot be identified and implemented, the matter should be referred by either party to the Manager for further discussion.
  - iii. If a solution still cannot be identified and implemented, the matter should be referred by either party to the Human Resources for discussion.
  - iv. The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employee.



- v. Where no solution can be determined then either the employee or Human Resources can refer the workload matter to the Chief Executive Officer for direction or outcomes.

## **12. DISPUTE RESOLUTION PROCEDURE**

- (1) If a dispute relates to:
  - (a) a matter arising under the agreement; or
  - (b) the National Employment Standards; this term sets out procedures to settle the dispute.
- (2) The parties to a dispute referred to in this procedure may include:
  - (a) an employee or employees covered by the agreement who are, or will be, affected by the dispute;
  - (b) the employer or employers covered by the agreement; and
  - (c) an employee organisation who:
    - (i) has a member who it is entitled to represent and who is an employee referred to in (a); or
    - (ii) is covered by the enterprise agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.
- (3) An employee who is a party to the dispute may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this term.
- (4) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the relevant employee or employees, relevant supervisors and/or management and any relevant employee organisation.
- (5) If the discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to the Fair Work Commission.
- (6) The Fair Work Commission may deal with a dispute referred to it under subclause (5) even if the requirement for discussions in subclause (4) has not been complied with if the Fair Work Commission is satisfied that it is appropriate in all the circumstances to do so.
- (7) The Fair Work Commission may deal with the dispute in 2 stages:
  - (a) the Fair Work Commission will first attempt to resolve the dispute in such manner as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - (b) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - (i) arbitrate the dispute; and
    - (ii) make a determination that is binding on the parties.
- (8) If the Fair Work Commission arbitrates the dispute:
  - (a) it may also use any of the powers that are available to it under the Fair Work Act 2009 (Cth), including, but not limited to, the power to grant interim relief; and
  - (b) a decision that the Commission makes when arbitrating a dispute is a decision for the purposes of Division 3 of Part 5-1 of the Fair Work Act 2009 (Cth) and a person aggrieved by the decision may seek to appeal the decision as provided for in that Act.
- (9) Subject to any order made by the Fair Work Commission under the subclause (8)(a), while the parties are trying to resolve the dispute using the procedures in this term:
  - (a) an employee must continue to perform work as the employee normally would unless the employee has a reasonable concern about an imminent risk to health or safety; and
  - (b) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- (i) the work is not safe; or
  - (ii) applicable occupational health and safety legislation would not permit the work to be performed; or
  - (iii) the work is not appropriate for the employee to perform
  - (iv); there are other reasonable grounds for the employee to refuse to comply with the direction.
- (10) The parties to the dispute agree to be bound by a decision made by the Fair Work Commission in accordance with this term.
- (a) A party to a dispute may appoint a person, organisation or association to support or represent them during the dispute. The employer must recognise the representative for all purposes involved with the resolution of the dispute.
  - (b) While the dispute is being resolved the employer may direct an employee to perform different work or work at a different location on full pay, if it is reasonable to do so to protect the safety, health or welfare of care recipients.
  - (c) The parties to the dispute agree to be bound by a decision made by Fair Work Australia in accordance with this term, subject to normal appeal rights.
  - (d) Status quo  
To clarify, while a dispute is being resolved, the position that existed prior to the dispute situation arising will prevail, however the employer may direct an employee to perform different work or work at a different location, on full pay, if it is reasonable to do so to protect the safety, health or welfare of employees.
  - (e) Location  
To clarify, location also refers to the 'area'.

### **13. ADDITIONAL AVAILABLE HOURS**

Medea Park Association Incorporated understands that Part Time employees may want to work additional hours from time to time. Medea Park Association Incorporated where safe, practicable and reasonable, will give priority to permanent part time staff to increase additional hours when other staff are on any form of leave or any other reasonable workplace reason.

### **14. ANNUAL LEAVE**

- (a) Period of Leave
  - (i) Full-Time Employees  
A full-time employee will be allowed the following annual leave for each year of continuous service with the employer (less the period of annual leave):  
  
Administrative Employees - 4 weeks  
  
this leave is to be available annually in a period of 28 consecutive days. Annual leave is cumulative and will accrue on a pro rata basis throughout the year.
  - (ii) Part-Time Employees  
Part-time employees will be entitled to annual leave based on the number of ordinary hours worked in the leave year. The leave entitlement will be calculated on a pro-rata basis as follows:  
  
152 (full-time equivalent entitlement) divided by 1976 = 0.076923 hours annual leave entitlement for each hour worked.

(b) Additional Leave

(i) Shiftworkers

A shiftworker will, in addition to the annual leave in subclause (a) above, be allowed an additional 38 hours leave, to be taken in a period of seven consecutive days including non-working days.

All leave accrued under this clause will be added to the employees annual leave, with entitlement to the applicable annual leave loading of 17.5%.

**PROVIDED** that to receive this additional leave the employee must:

- (I) Be regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined; and/or
- (II) be rostered to work on not less than 4 ordinary hours on 10 or more weekend shifts during any one leave year.

(c) Overseas Travel

- (i) For employees who lodge an annual leave application, noting overseas travel, will have this approved within 21 days. If this does not occur then the employee should directly report this matter to Human Resources for urgent action.

(d) Public Holidays

- (i) For employees who do not work on a roster (day work employee), the period of annual leave excludes any Public Holidays to which the employee is entitled. If a Public Holiday falls within an employee's period of annual leave and is on a day that the employee would have been at work, the employee will have added to their annual leave a leave amount equivalent to the ordinary time which the employee would have worked if the day had not been a holiday.
- (ii) For a full-time employee required to work in accordance with a roster (shift work employee), that employee will receive in addition to their period of annual leave, annual leave equivalent to one day for each Public Holiday to which they are entitled, whether or not the holiday is observed on a day which, for that employee, would have been a rostered day off.

A part-time employee, who works on a roster (shift work employee), will receive an additional day of annual leave for each Public Holiday that occurred on a day they were normally rostered to work.

However, this sub-clause will not apply if the holiday falls on a Saturday or Sunday or whereby agreement between the employer and employee, an employee has been paid at the appropriate public holiday rate as per clause 35.

(e) Broken Leave

Unless otherwise agreed, the entitlement to Annual Leave will be taken in not more than two separate periods. Except as provided for in subclause (j).



(f) Time of Taking Leave

The taking of Annual leave shall be at a time or times agreed between the employer and employee. The employer must not unreasonably delay or refuse to agree to a request by the employee to take annual leave.

(g) Excessive Annual Leave Accruals

This subclause contains provisions additional to the NES about taking paid annual leave to deal with excessive paid annual leave accruals.

i. Definitions

- a. An employee has an **excessive leave accrual** if the employee has accrued more than 8 weeks' paid annual leave (or 10 weeks' paid annual leave for a shiftworker).
- b. If an employee has an excessive leave accrual, the employer or the employee may seek to confer with the other and genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual.

ii. Excessive leave accruals: Direction by employer that leave be taken

- a. If an employer has genuinely tried to reach agreement with an employee but agreement is not reached (including because the employee refuses to confer), the employer may direct the employee in writing to take one or more periods of paid annual leave.
- b. However, a direction by the employer under paragraph (a):
  - (i) is of no effect if it would result at any time in the employee's remaining accrued entitlement to paid annual leave being less than 6 weeks when any other paid annual leave arrangements (whether made under clause 28.6, 28.7 or 28.8 or otherwise agreed by the employer and employee) are taken into account; and
  - (ii) must not require the employee to take any period of paid annual leave of less than one week; and
  - (iii) must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given; and
  - (iv) must not be inconsistent with any leave arrangement agreed by the employer and employee.
- c. The employee must take paid annual leave in accordance with a direction under paragraph (a) that is in effect.
- d. An employee to whom a direction has been given under paragraph (a) may request to take a period of paid annual leave as if the direction had not been given.

Note 1:

Paid annual leave arising from a request mentioned in paragraph (d) may result in the direction ceasing to have effect.

Note 2:

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

iii. Excessive leave accruals: Request by employee for leave

- a. If an employee has genuinely tried to reach agreement with an employer but agreement is not reached (including because the employer refuses to confer), the employee may give a written notice to the employer requesting to take one or more periods of paid annual leave.

- b. However, an employee may only give a notice to the employer under paragraph (a) if:
      - (i) the employee has had an excessive leave accrual for more than 6 months at the time of giving the notice; and
      - (ii) the employee has not been given a direction under clause 12 (f) (ii) that, when any other paid annual leave arrangements are taken into account, would eliminate the employee's excessive leave accrual.
    - c. A notice given by an employee under paragraph (a) must not:
      - (i) if granted, result in the employee's remaining accrued entitlement to paid annual leave being at any time less than 6 weeks when any other paid annual leave arrangements are taken into account; or
      - (ii) provide for the employee to take any period of paid annual leave of less than one week; or
      - (iii) provide for the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the notice is given; or
      - (iv) be inconsistent with any leave arrangement agreed by the employer and employee.
  - iv. An employee is not entitled to request by a notice under paragraph (a) more than 4 weeks' paid annual leave (or 5 weeks' paid annual leave for a shiftworker, as defined within this agreement).
  - v. The employer must grant paid annual leave requested by a notice under paragraph (a).
  - vi. Employee may require that leave be granted
    - (i) This subclause applies if an employee has had an excessive leave accrual for more than six months and the employer has not given a direction under subclause (b) above that will eliminate the employee's excessive leave accrual.
  - vii. The Employee may direct that leave be taken if:
    - (ii) The employee has excessive leave accrual; and
    - (iii) Agreement has been attempted pursuant to subclause (b)(i); and
    - (iv) The direction does not result in the employee's remaining accrued entitlement to paid annual leave at any time being less than six weeks (taking into account all other paid annual leave that has been agreed; and
    - (v) The direction does not require the employee to take any period of leave less than one week; and
    - (vi) The direction does not require the employee to take any period of leave commencing less than eight weeks after the day the direction is given to the employee; and
    - (vii) The direction does not require the employee to take any period of leave commencing more than 12 months after the day the direction is given to the employee; and
    - (viii) The direction is not inconsistent with any leave arrangement agreed between the employer and employee.
  - viii. The maximum amount of leave that an employee can give notice of under this subclause is four weeks leave in any 12 month period if the employee is not a shiftworker, and 5 weeks leave in any 12 month period if the employee is a shiftworker.



- ix. The employer must grant the employee paid annual leave in accordance with a notice complying with this subclause.
- (h) **Cashing out of Annual Leave**  
An employee is entitled to cash out an amount of their accrued Annual Leave entitlement, as agreed in writing between the Employer and individual employee. Provided that cashing out of Annual Leave must not result in an employee's accrued entitlement being less than 152 hours or pro rata for part time employees. Leave cannot be cashed out in advance of it being accrued.
- (i) **Payment for Period of Leave**  
(i) An employee, before going on annual leave or additional leave provided for in subclause (b) above will be paid the amount of ordinary time wages they would have received had they not been on leave.  
(ii) Payment will be made either in advance on request (at the next schedule pay date) or in the normal pay cycle if that's the option of the employee.
- (j) **Proportionate Leave on Ending Service**  
After one month of continuous service in any qualifying 12 monthly period, if an employee lawfully leaves the employment or the employment is terminated by the employer through no fault of the employee, the employee will be paid at their ordinary rate of pay as follows:  
(i) **Full-Time Employees**  
12.50 hours for each completed month of continuous service for administrative employees (pro-rata for an incomplete month).  
12.67 hours for each completed month of continuous service for all other employees (pro rata for an incomplete month) .  
(ii) **Rostered Employees who meet the conditions of paragraph b (i) above**  
15.83 hours for each completed month of continuous service for all other employees (pro rata for an incomplete month).  
(iii) **Part-Time Employees**  
A part time employee is entitled to a pro-rata entitlement of a fulltime employee based on the part time employee's ordinary hours of work.
- (k) **Annual Leave Loading**  
During a period of annual leave (excluding leave provided for in subclause (c)) an employee will be paid a loading, additional to their wages, calculated on the relevant wages for their classification as follows:  
(i) For a Day Worker employee, 17.5 per cent of their classification rate immediately prior to going on annual leave.  
(ii) For an employee working on afternoon shift they will receive 15% or if there is a weekend rate then whichever is higher.
- (l) **Annual Leave Loading - Shiftworkers**

For the duration of their leave, in addition to their ordinary pay Shiftworkers, will be paid the higher of:

- (i) annual leave loading of 17.5% of their ordinary rate of pay; or
- (ii) the weekend and shift penalties the employee would have received had they not been on leave during the relevant period.

**(m) Single Day Annual Leave**

Generally annual leave will be taken in blocks of not less than 1 week (5 days) to provide employees with an appropriate break from their duties and their workplace, however requests for less than a week's leave - including single days, will be considered and generally granted unless it is not reasonably practical to do so.

**15. ORIENTATION SHIFT ALLOWANCE**

Employees who are appointed by the employer to act in a mentoring role to assist in the orientation of new employees or students/trainees will be paid an allowance of \$1.00 per hour, for a maximum of five shifts. This allowance will increase to \$2.00 per hour for staff acting in the mentoring role who have successfully completed a Certificate IV in Training and Assessment.

PROVIDED that you are a permanent employee and prior agreement to completion of such a course is reached with the employer, the employer will meet the costs of the course.

**16. HOME CARE EMPLOYEES**

Where an employee is required to provide community and home based care for a client and that care is cancelled for whatever reason, the employee will be paid, without reduction, for the shift involved and will be required to work within the Aged Care facility with duties similar or less to the duties in Home Care or allocated duties within the facility bearing in mind the employees range of skills.

**(a) Travel Allowance**

- i. A home care worker who is required to use their own motor vehicle in the course of work will be reimbursed at the rate of \$0.80 per kilometer.
- ii. The travel allowance is not payable from the Employee's home to the first client and from the last client to the Employee's home on any particular day. However, if the distance the employee travels from their home to the first call is greater than the distance the employee would normally travel to their designated workplace, the employee is entitled to claim travel allowance for the additional distance travelled.
- iii. An employee who is paid travel allowance for use of their own motor vehicle shall maintain such vehicle to a reasonable standard of cleanliness and road worthiness at all times

**(b) Soiled vehicle reimbursement**

- i. The employer recognises that home care workers should not be disadvantaged by having their personal vehicle soiled or made foul as a result of involuntary actions of a client of the employer while transporting that client as part of a care plan activity.
- ii. Whereas a result of a client's involuntary actions, primarily unintentional bodily functions, the employee's vehicle is soiled or made foul the employee is to file an incident report of the details.

- iii. The employee will provide to the employer all receipts showing the costs associated with cleaning the incident soiling.
- iv. The employer will reimburse to the employee the receipted costs of cleaning the car to a maximum value of \$250.
- v. The reimbursement is to occur in the pay period immediately following provision of cleaning receipts.
- vi. To avoid any doubt, this clause is not intended to cover panel damages, windscreen chips or any other damage beyond interior vehicle cleaning.

(c) **Travel Time Between Clients**

Time travelled between clients shall be deemed to be travel in the course of the employee's work and shall be paid at the ordinary rate of pay.

- i. If the scheduled break between clients (a scheduled break being the time between leaving a client (e.g. Client 1) and arriving at the next client (eg Client 2)) is more than the time it takes to travel between clients, then only the time it would have taken to travel from client 1 and to client 2 is payable.
- ii. Where an employee is not working a Broken Shift, travel time between clients is only payable where clients are scheduled in succession.
- iii. Should the employee deviate travel between clients for reasons other than work related purposes time travelled shall not be considered to be time worked and shall not be payable.

(d) **Client cancellation**

- i. Where a client cancels or changes the rostered home care service, an employee will be provided with notice of such change in roster by 5.00pm the day prior and in such circumstances no payment will be made to the employee. If an employee does not receive such notice, the employee will be entitled to receive payment for their minimum specified hours on that day.
- ii. The Employer may direct the employee to make-up time equivalent to the cancelled time in that fortnightly period. This time may be made up working with other clients or in other areas of the Employer's business providing the employee has the skill and competence to perform the work.

## **17. COMMUNITY SERVICE and JURY LEAVE**

- (a) Community Service Leave will be in accordance with the provisions contained in the National Employment Standards (NES):  
(<https://www.fairwork.gov.au/leave/community-service-leave>). Where there is an inconsistency between this Clause and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- (b) An employee who engages in an eligible community service activity is entitled to be absent from his or her employment for a period if:
  - (i) The period consists of one or more of the following:
    - (I) Time when the employee engages in the activity;
    - (II) Reasonable travelling time associated with activity;
    - (III) Reasonable rest time immediately following the activity; and



- (ii) Unless the activity is jury service – the employee’s absence is reasonable in all the circumstances
- (c) Each of the following is an eligible community services activity:
  - (i) Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
  - (ii) A voluntary emergency management activity.
- (d) An employee who engages in a *voluntary emergency management activity* (or such other community services activity as may be prescribed by the Fair Work Regulations 2009), is entitled to take unpaid community service leave in accordance with this clause.
- (e) An employee engages in a voluntary emergency management activity if, and only if:
  - (i) the employee engages in an activity that involves dealing with an emergency or natural disaster; and
  - (ii) the employee engages in the activity on a voluntary basis (whether or not the employee directly or indirectly takes or agrees to take an honorarium, gratuity or similar payment wholly or partly for engaging in the activity); and
  - (iii) the employee is a member of, or has a member-like association with, a recognised emergency management body; and
  - (iv) either:
    - i. the employee was requested by or on behalf of the body to engage in the activity; or
    - ii. no such request was made, but it would be reasonable to expect that, if the circumstances had permitted the making of such a request, it is likely that such a request would have been made.
- (f) A recognised emergency management body is:
  - I. a body, or part of a body, that has a role or function under a plan that:
    - 1) is for coping with emergencies and/or disasters; and
    - 2) is prepared by the Commonwealth, a State or a Territory; or
  - II. a fire-fighting, civil defence or rescue body, or part of such a body; or
  - III. any other body, or part of a body, a substantial purpose of which involves:
    - 1) securing the safety of persons or animals in an emergency or natural disaster; or
    - 2) protecting property in an emergency or natural disaster; or
  - IV. otherwise responding to an emergency or natural disaster; or
  - V. a body, or part of a body, prescribed by the regulations; but does not include a body that was established, or is continued in existence, for the purpose, or for purposes that include the purpose, of entitling one or more employees to be absent from their employment under this Division.
- (g) The employee must provide reasonable notice of the employee’s intention to participate in a community services emergency. Evidence supporting the employee’s absence or continuing absence may be required by the employer at any time.
- (h) Eligible employees are entitled to receive their applicable ordinary hourly rate of pay for attending Jury Service (limited to 10 days maximum under the NES).
- (i) The employee shall notify the Employer as soon as practical of the date on which they are required to attend for Jury Service. The employee will also provide the Employer with documentary evidence of attendance, and the duration of such attendance and the amount received in respect of such Jury Service.

- (j) The employee may access their accrued annual leave where they are attending Jury Service in excess of 10 days.
- (k) Upon notification to attend for Jury Service, the employee is required to submit a Leave Application Form with the proposed dates for attendance at Jury Service. Notwithstanding this, the employer acknowledges that an employees Jury attendance will not be deducted from her/his annual leave entitlement.

## **18. COMPASSIONATE/BEREAVEMENT LEAVE**

- (a) All eligible full-time and part-time employees are entitled to compassionate, and bereavement leave.
- (b) Compassionate and bereavement leave will include miscarriage.
- (c) "Compassionate leave" is provided to enable the employee to spend time with the member of the employee's immediate family or household who has contracted or developed the personal illness, or sustained the personal injury, which poses a serious threat to his or her life.
- (d) "Bereavement leave" is provided for the purpose of the employee attending the funeral of the member of the employee's immediate family or household and to deal with personal business associated with the death of a member of the employee's immediate family or household.
- (e) The entitlement to Compassionate and Bereavement leave is as follows:
  - i. For the purpose of this clause the words "partner" may include a partner from whom the employee is separated (where a significant relationship can be established) and shall include a person who lives with the employee as a de facto partner.
  - ii. An employee (other than a casual employee) is entitled on the death, or serious illness or injury of such a nature that death is a probable outcome, of a brother, sister, mother in law, father in law, stepmother, stepfather, grandfather, grandmother and grandchild, to a combination of paid compassionate leave and paid bereavement leave to a maximum amount of 5 days in combination. Provided, however, a maximum of 2 days may be taken as compassionate leave and a maximum of 3 days may be taken as bereavement leave.
  - iii. The employer may approve full time / part time employees for paid compassionate and/or bereavement leave relative to other persons not mentioned above who have contracted or developed a personal illness, or sustained a personal injury, which poses a serious threat to his or her life, or dies, where it can be established that a significant relationship exists.
- (f) The employer shall have the discretion to grant paid leave in addition to that described in sub-clause (e) above.
- (g) Casual employees will be entitled to take the same leave periods as detailed in clause (e) above as unpaid leave.
- (h) This sub-clause will not apply where the period of entitlement to leave coincides with any other period of entitlement to leave, including on a rostered day off.
- (i) An employee may take unpaid compassionate and/or bereavement leave by agreement with the employer.



- (j) Proof of the death or serious illness, in the form of a medical certificate, death notice or other appropriate documentation, must be provided by the employee to the employer if requested to do so.

## **19. CEREMONIAL LEAVE**

An employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the employer.

## **20. CONSULTATION**

- (a) Application of consultation term

- (1) This term applies if the employer:

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

- (b) Consultation in relation to major workplace change

- (2) For a major change referred to in subclause (1)(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses (3) to (9) apply.

- (3) The relevant employee or employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change.

- (4) If:

- (a) a relevant employee, or the relevant employees, advise the employer that a person or employee organisation is their representative for the purposes of consultation; and (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.

- (5) The employer must notify the relevant employees and their representatives (if any) of the decision to introduce the change.

- (6) As soon as practicable after making its decision, the employer must:

- (a) consult with the relevant employees and their representatives (if any), including by discussing with them:

- (i) the introduction of the change;
- (ii) the effect the change is likely to have on the employees; and
- (iii) measures to avoid or reduce any adverse effect of the change on the employees; and

- (b) for the purposes of the consultation—provide, in writing, to the relevant employees and their representatives (if any):

- (i) all relevant information about the change including the nature of the change proposed; and
- (ii) the reasons or justification for the change; and
- (iii) information about the expected effects of the change on the employees; and
- (iv) any other matters likely to affect the employees.

- (7) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- (8) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives (if any).
- (9) The employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the major workplace change by the relevant employees and their representatives (if any).
- (10) If a term in this agreement provides for the introduction of a major workplace change in relation to the enterprise of the employer, the requirements to consult contained in clauses (3) to (9) are taken not to apply.
- (11) In this term, a major workplace change is “likely to have a significant effect on employees” if it results in:
  - (a) the termination of the employment of employees; or
  - (b) major change in the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - (c) the loss of, or reduction in, job or promotion opportunities; or
  - (d) the loss of, or reduction in, job tenure or job security; or
  - (e) the alteration of hours of work; or
  - (f) the need for employees to be retrained or transferred to other work or locations; or
  - (g) job restructuring.Consultation in relation to change to regular roster or ordinary hours of work
- (12) For a change referred to in subclause (1)(b):
  - (a) the employer must notify the relevant employees and their representatives (if any) in writing of the proposed change; and
  - (b) subclauses (13) to (18) apply.
- (13) The relevant employee or employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to changes to regular rosters or ordinary hours of work.
- (14) If:
  - (a) a relevant employee, or the relevant employees, advise the employer that a person or employee organisation is their representative for the purposes of consultation; and
  - (b) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- (15) As soon as practicable after proposing to introduce the change, the employer must:
  - (a) consult with the relevant employees and their representatives (if any) about the introduction of the change, including by discussing the change with them; and
  - (b) for the purposes of the consultation—provide to the relevant employees and their representatives (if any):
    - (i) all relevant information about the change, including the nature and expected duration of the change; and

- (ii) information about what the employer reasonably believes will be the effects of the change on the employees (including any effect on the employee's remuneration); and
  - (iii) information about any other matters that the employer reasonably believes are likely to affect the employees; and
- (c) invite the relevant employees and their representatives (if any) to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- (16) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- (17) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees or their representatives (if any).
- (18) The employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the change to the regular roster or ordinary hours of work of employees by the relevant employees and their representatives (if any).
- (c) Definition (19)  
In this term: relevant employees means the employees who may be affected by a change referred to in subclause (1).
- (d) The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- (e) These provisions are to be read in conjunction with other agreement provisions concerning the scheduling of work and notice requirements.

## **21. FAMILY AND DOMESTIC VIOLENCE**

Employees will receive paid family and domestic violence leave (non-accumulative) based on the provisions and evidence in line with the National Employment Standards (NES). Additional leave can be requested via the Chief Executive Officer.

## **22. HEALTH AND WELLBEING LEAVE**

- (a) The Employer is committed to ensuring that employees have appropriate support in relation to any issues which are affecting their ability to work. Employee assistance may be required in various situations including, but not limited to: domestic violence or any issues that arise which are outside normal leave entitlements.
- (b) The parties to this agreement recognise that employees sometimes face situations in their personal life that may affect their attendance or performance at work. Therefore the Employer is committed to providing support to staff that experience these impacts and agrees to consult with an Employee experiencing impacts referred to in this clause.
- (c) Where employees are experiencing reproductive health matters the employer will assess flexibility options with the employee, noting that options must align with organisational requirements.



- (d) In addition to Family and Domestic Violence Leave, Employees will be able to access five (5) days special leave per annum for situations relating to personal domestic violence or family crisis by providing a leave form to the Manager.
- (e) The five days special leave will not accrue from one year till the next and it will become available to employees from the 1st July each year.
- (f) An Employee experiencing family violence may after their consultation and agreement, be referred to organisation specialists in counselling and support.
- (g) At the discretion of the Chief Executive Officer, leave pursuant to this clause may be granted without an Employee's personal leave entitlements first being exhausted.
- (h) Evidence required is as per the National Employment Standards (NES).

### **23. FIRST AID CERTIFICATES**

Employees required as part of their employment to have a current Senior First Aid certificate will be provided with paid time at ordinary hours to attend a suitable first aid course. All other costs associated with this course would also be paid for by the employer. The employer also agrees to pay the costs of a Senior First Aid course, where appropriate to employment, on the basis that it is a St John's Senior First Aid certificate, or equivalent.

PROVIDED that the employee remains employed for a period of not less than twelve months after the completion of such a course, otherwise a pro rata refund of the course costs is to be repaid by the employee upon invoice provided by the employer.

### **24. FLEXIBILITY & INDIVIDUAL FLEXIBILITY AGREEMENT**

1. The employee has the right to request flexible work arrangements in accordance with the Fair Work Act.

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

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

(b) the arrangement meets the genuine needs of the employer and employee in relation to the matter or matters it deals with; and

(c) the arrangement is genuinely agreed to by the employer and employee, without coercion or duress.

2. An individual flexibility arrangement may only be made after the individual employee has commenced employment with the employer.
3. An employer who wishes to initiate the making of an individual flexibility arrangement must:

- (a) give the employee a written proposal; and
  - (b) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.
4. If the employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.
5. The employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under section 172 of the Fair Work Act 2009; and
  - (b) are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - (c) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement were agreed to.
6. 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, is signed by a parent or guardian of the employee; and
  - (d) includes details of:
    - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (ii) how the arrangement will vary the effect of the terms; and
    - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
  - (e) states the day on which the arrangement commences; and
  - (f) describes how the individual flexibility arrangement can be terminated.
7. The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
8. The employer or employee may terminate the individual flexibility arrangement:
- (a) at any time, by agreement in writing between the employer and the employee; or
  - (b) by the employer or the employee giving 28 days written notice to the other party.
9. An individual flexibility arrangement terminated in accordance with clause (8)(b) ceases to have effect at the end of the period of notice required under that clause.
10. The employer or employee may use the dispute settlement procedure in this enterprise agreement to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

## **25. HIGHER DUTIES**

- (a) An employee, other than an administrative employee, engaged continuously for two hours or more on duties carrying a higher rate than their ordinary classification will be paid the higher rate for the day. If the work is for less than two hours, they will be paid the higher rate 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 rate applicable to the higher paid classification for the time worked.

## **26. HOURS OF WORK**

- (a) The ordinary hours of work for full-time employees are between the hours of 6:00am and 6:00pm, Monday to Friday and:
  - (i) for fulltime administrative employees, 37.5 hours each week to be worked in five days in continuous periods of 7.5 hours each day, except for a meal break of thirty minutes duration.
  - (ii) for all other fulltime employees, 38 hours per week to be worked over 19 days per four-week period in continuous periods of eight hours each day, except for a meal break of thirty minutes duration.

Provided that the spread of hours or daily hours may be altered for all or a section of employees by mutual agreement between the employer and the employee(s) in the area concerned

- (b) Work performed, other than by agreement, prior to 6:00am and after 6:00pm will be paid at the relevant overtime rates but will be, for the purposes of this subclause, part of the employee's ordinary hours of work where the ordinary hours of work within the period 6:00am to 6:00pm in any week, have been less than 37.5 or 38 whichever is applicable.
- (c) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by the employee or the employer giving the other 14 days written notice. An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employees' employment file. An employee who wishes to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to the arrangement being effective. In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (d) Part-time employees (other than a rostered employee) employed to work outside the spread of hours specified in this clause will receive penalty rates equivalent to that of a full-time employee.
- (e) Employees may be required to work to a roster, subject to the shift work (rostered employees) arrangements in this Agreement. Where an employee is required to regularly work ordinary hours outside the span of hours of 6:00am to 6:00pm, Monday to Friday that work must be in accordance with a roster.
- (f) Ordinary Hours – Rostered Employees
  - (i) Where an employee is required to work in accordance with a roster, the ordinary hours of work for that employee must not exceed:
    - 8 hours in any one day; nor
    - 38 hours in any one week; nor
    - 76 hours in any 14 consecutive days; nor
    - 152 hours in any 28 day accounting period.

- (ii) By agreement in writing between an employee and the employer, an employee's ordinary hours may be extended to a maximum of 10 ordinary hours per day. Where such an arrangement is made, it may be discontinued by either the employee or the employer by giving the other 14 days (one fortnight) written notice. An arrangement in writing under this subclause must be signed by the employer and the employee with one copy provided to the employee and one copy kept on the employee's employment file.
  - (iii) An employee who proposes to agree to enter into an arrangement under this subclause must be provided with a copy of this subclause by the employer prior to such arrangement being effective.
  - (iv) In the event of the arrangements contemplated by this subclause being discontinued, the employee/s will be returned to pre-existing conditions and must not suffer any loss or prejudice in employment whatsoever.
- (g) **Accrued Days Off – (full time employees only).**
- (i) Employers will where possible structure the 38-hour week in the form of one paid Accrued day off in every two consecutive fortnightly pay periods (i.e. the 19 day month).
  - (i) Accrued days off 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 accrued day off is rostered to fall either on the day immediately before or immediately after a day off within the employees normal roster.
  - (ii) Where an employee is absent on leave without pay 24 minutes (0.4 hours) for each day of absence shall be deducted from the accrued day off.
  - (iv) Days of paid absence on holidays with pay and other paid leave will count toward the accrued day off on full pay.
  - (v) Where an accrued day off falls on a holiday with pay as listed in the Holidays with Pay Clause in this Agreement, a substituted accrued day off should be taken as soon as possible.
  - (vi) Holidays with pay as provided for in the Holidays with Pay Clause in this Agreement which are taken accrue towards an accrued day off.
  - (vii) The employer must keep accurate records of accrued days off arrangements in the wages records.
- (h) **Daylight Savings**
- (i) Where an employee does not work the start of daylight saving but works the end of daylight saving shift, they will be paid for hours actually worked.

## **27. INFLUENZA AND PANDEMIC VACCINATIONS**

- (a) Vaccinations are free however if there is a necessity to pay or travel to receive a vaccination then written pre-approval must be obtained from the Chief Executive Officer.
- (b) The employer will provide influenza vaccinations at no cost to employees annually.

## **28. LONG SERVICE LEAVE**

Long Service Leave entitlements shall be in accordance with the Long Service Leave Act 1976. This means an employee will be entitled to access 8.6667 weeks leave after 10 years' service.

This will also apply to payment of a pro-rata leave entitlement to any employee who resigns after 10 years of continuous service.

## **29. MEAL ALLOWANCE**

### **(a) Meal Allowance**

Where an employee is required to travel away from their usual place of employment, and are away during meal times and purchase a meal at any commercial outlet, then they will be paid a meal allowance as per Schedule B.

## **30. MEAL BREAKS**

### **(a) Meal Breaks – day workers**

(i) Day work employees who work in excess of five (5) hours on any day shall be entitled to a paid meal break of 30 minutes duration.

(i) The duration of the meal break may be altered by written agreement between the Employer and an individual employee.

### **(b) Meal Breaks – shift workers (rostered employees)**

Shiftwork employees who work in excess of five (5) hours on any day shall receive a paid meal break of 30 minutes. The meal break counts as time worked.

(c) Employees shall be entitled to two separate paid 10 minute rest break (in addition to the paid meal break) during each ordinary shift of 7.6 hours or more.

(b) Subject to mutual agreement, such rest breaks may alternatively be taken as one 20 minute rest break.

(c) Where less than 7.6 ordinary hours are worked, employees will be allowed one paid 10 minute rest break in each four hour period worked.

*Any employee* who, due to operational reasons or at the direction of management, does not receive a meal break after 6 hours of work shall be paid 150% of their normal hourly rate until such time as a meal break is achieved or the employee completes their *rostered* shift.

## **31. MODES OF EMPLOYMENT**

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

- (i) full-time;
- (ii) part-time; or
- (iii) casual.

At the time of engagement the employer will inform each employee whether they are employed on a full-time, part-time or casual basis. The employer will provide the employee with a Position Description detailing the duties that are within the limits of the employee's skill, competence and training, consistent with the respective classification.



- (b) Full-time employees  
A full-time employee is one who is engaged to work 38 hours per week.
- (c) Part-time employees
  - (i) A part-time employee is an employee who is engaged to work less than 76 hours per fortnight and has predictable hours of work each week.
  - (i) Before commencing part-time employment, the employer and employee will agree in writing on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
  - (iii) Any agreed variation to the hours of work will be in writing.
  - (iv) The terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 76 hours per fortnight.
  - (v) The minimum engagement for a part time employee is two hours.
- (d) Casual employees
  - (i) A casual employee is an employee engaged as such on an hourly basis, other than as a part-time, full-time or fixed term employee, to work up to and including 38 ordinary hours per week. The work pattern will be irregular and unpredictable.
  - (ii) A casual employee will be paid per hour worked at the rate of 1/38th of the weekly rate appropriate to the employee's classification. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by permanent employees.
  - (iii) A casual employee shall be entitled to the penalty rates provided for under this agreement as applied to a full time employee.
  - (iv) The minimum engagement for a casual employee is two hours.
  - (v) A casual employee who has been rostered on a regular and systematic basis over a period of 26 weeks has the right to request conversion to permanent employment. An employee, who does not make a request within four weeks of the right to request falling due, is deemed not to have elected to convert.
  - (vi) The permanent employment contract would generally be on the basis of the same number of hours as previously worked: however, the hours must be capable of fitting within the existing shift and rostering arrangements. Other arrangements may be implemented by agreement between the employer and the employee.
  - (vii) The employer may consent to or refuse the request but shall not unreasonably withhold agreement to such a request and must provide in writing the reasons for refusal upon request.
- (d) Where a casual works overtime they must be paid the relevant overtime rate in clause 32(h).

### **32. OVERTIME**

- (a) The employer may require any employee to work reasonable overtime. No overtime may be worked without prior approval of the employer.

For the purposes of this clause overtime means:

- (i) Work in excess of eight hours per day except where ordinary hours are extended in accordance with the hours of work clause in this Agreement, in which case it is hours in excess of 10 hours per day.
  - (ii) Work in excess of 38 hours per week except where an employee receives an accrued day off in accordance with the hours of work clause in this Agreement, in which case it is hours in excess of 40 hours per week.
  - (iii) Work outside the span or ordinary hours 6:00am to 6:00pm except where agreement is reached in accordance with the hours of work clause in this Agreement.
- (b) For a part-time employee, all time worked in excess of their rostered ordinary hours on any one day or outside the agreed hours specified in Clause 27 will be paid at overtime rates. Except when a part time employee agrees in writing (pursuant to Cl. 27(c)(iii) to work extra shifts on the understanding those shifts will be paid at the normal hourly rate. Any time worked in excess of fulltime hours will be paid at the relevant overtime rate.
- (c) For all time worked in accordance with subclause (a) above the following overtime rates will be paid:
- (i) For all authorised overtime on Monday to Friday, payment will be made at the rate of time and a half of the applicable hourly rate (including loadings) for the first two hours and double time thereafter.
  - (ii) For all authorised overtime on a Saturday or Sunday, payment will be made at the rate of double time.
  - (iii) For all authorised overtime on a public holiday, payment will be made at the rate of as.
  - (iv) The overtime penalty rates provided in this clause shall not apply to an employee where arrangements have been made between two or more employees at their own instigation, to swap hours or their rostered shift. In this situation, the employee shall not be deemed to have worked overtime provided that they have swapped the equivalent hours with another employee.
  - (v) Each day's overtime will stand alone.
- (d) Unless the period of overtime is one and a half hours or less, an employee before starting overtime will be allowed a paid meal break of 20 minutes paid at ordinary rates. An employer and an employee may agree to any variation of this provision to meet the circumstances of the work. No employee will be required to work more than five hours without a meal break.
- (e) An employee required to work for more than one hour overtime without being notified on the previous day or earlier that they will be required to work overtime, will be supplied with a meal.

When such overtime work exceeds four hours a further meal will be supplied or the relevant meal allowance will be paid.

- (f) The calculation of the overtime payments provided for in this clause for a casual employee will be calculated by adding the casual loading to the hourly rate (plus any all-purpose allowance payable) before applying the overtime rates stated for fulltime or part time employees.
- (g) **Eight Hour Break between Shifts**
  - (i) An employee (other than a casual employee) who works so much overtime between the end of their ordinary work on one day and the commencement of their ordinary work on the next day that the employee has not had at least eight consecutive hours off duty between those time, will, subject to this clause, be released after completion of such overtime until they have had eight consecutive hours off duty without loss of pay for ordinary working time occurring during hours off duty.
  - (ii) If on the instructions of the employer the employee resumes or continues work without having had eight consecutive hours off duty they will be paid at double time rates until released from duty for such period and will then be entitled to be absent until they have eight consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
  - (iii) When overtime work is necessary it will, wherever reasonably practicable, be arranged so that employees have at least eight consecutive hours off duty between the work of successive days.
- (j) **Casual Employees**
  - (i) For casual employees, overtime is to be calculated on the casual loaded rate.
  - (ii) Overtime does not apply where arrangements for a swap of hours have been made between two or more employees at their own instigation.

### **33. PARENTAL LEAVE AND RELATED ENTITLEMENTS**

Employees will be eligible for parental leave entitlements as per the requirement of the National Employment Standards (NES) and any other form of legislated entitlements.

#### **Paternity Leave –**

Two (2) weeks ordinary pay is to be paid at the time of this being taken prior to the birth of the child.

#### **Parental Leave –**

Four (4) weeks of ordinary pay is to be paid at the time of this being taken prior to the birth plus;

An additional three (3) weeks ordinary pay is to be paid during the first full payroll period following the employee's return to work.

Employees will be required to provide the Employer with information necessary to finalise their entitlements and must provide the Employer with this requested information.

Employees on paid parental leave will receive payment of the relevant superannuation guarantee which will be paid at the rate which is applicable at the time when the employee is on paid parental leave.



### **34. PAYMENT OF WAGES**

- (a) Wages will be paid fortnightly. Once a pay day is established, that pay day shall not be changed without consultation with employees and the giving of at least one months' notice.
- (b) Wages will be paid by electronic funds transfer into the bank or financial institution account nominated by the employee.

### **35. PAYSLIPS**

That in addition to the requirements under the Fair Work Act 2009 the employer will include the amount of Annual Leave and Personal Leave accrued on employees' payslips.

### **36. PERSONAL LEAVE**

This clause applies to employees, other than Casual employees.

- (a) Paid Personal Leave
  - (i) Entitlement to paid personal leave:
    - (1) Subject to subclause (b) below, for each year of service with the employer the employee is entitled to 10 days of paid personal leave.
    - (2) An employee's entitlement to paid personal leave accrues progressively during a year of service according to the employee's ordinary hours of work.
  - (ii) Taking paid personal leave  
An employee may take paid personal leave if the leave is taken:
    - (1) because the employee is unfit for work because of a personal illness, or personal injury, affecting the employee; or
    - (2) 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:
      - a personal illness, or injury, affecting the member; or
      - an unexpected emergency affecting the member.
  - (iii) The notice and evidence requirements of clause (c) below must be complied with.
  - (iv) An employee is taken *not* to be on paid personal leave on public holiday. If the period during which an employee takes paid personal 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 leave on that public holiday.
  - (v) Payment for paid personal 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.
- (b) Additional Carer's leave
  - (i) In addition to 10 days paid personal leave, each employee is entitled to an additional 10 days per annum (pro-rata for part time employees) that is not

cumulative from year to year, that can be used for the purpose of carer's leave as specified in (a) (ii) (2) above.

- (ii) 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 accrue separate to personal leave an additional 10 days for the following period of 12 months only.
  - (iii) To avoid doubt at the end of the 12-month period any unused additional carer's 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.
  - (iv) Accrued additional carer's leave may be used before the cumulative personal, as provided in subclause (a). Provided that the additional carer's leave cannot be used for personal leave as specified in (a) (ii) (1) above.
  - (v) An employee claiming additional carer's leave is required to provide evidence of such claim when requested by the employer. Evidence can include by supplying medical certificate, statutory declaration or other such evidence with which the employer is satisfied.
- (c) Notice and Evidence Requirements
- (i) Notice
    - (1) An employee must give their employer notice of the taking of leave under this Clause by the employee.
    - (2) The notice:
      - must be given to the employer as soon as reasonably practicable, preferably with a minimum of 2 hours before the staff member is rostered. and
      - must advise the employer of the period, or expected period, of the leave.
- (d) Evidence Requirements:
- (i) Employees are required to provide evidence that would satisfy a reasonable person for each period in which they claim personal/carer's leave or "additional carer's" leave, that would satisfy a reasonable person that:
    - (1) If it is paid personal/carer's leave or "additional carer's" leave, the leave is taken for a reason specified in subclause (a)(i) above; or
    - (2) If it is unpaid carer's leave – the leave is taken for a permissible occasion in a circumstance specified in subclause (g) or (h) below.
  - (iii) An employee is not entitled to take leave under this clause unless the employee complies with subclause (d)(i) above.

PROVIDED THAT each employee shall be entitled to four single days of personal carer's leave / "additional carer's" leave each year of employment without the required evidence. The four days are not cumulative.

- (iii) In the event of an outbreak of an infectious nature at the facility, where staff are directed to not attend the workplace, staff will not be required to produce evidence.

- (iv) Acceptance of medical certificates from other professional health practitioners shall be accepted, e.g. physio, osteopath, chiropractor, dentist etc.
- (e) **Personal Leave during Annual Leave**  
An employee, who is certified as unfit for duty because of personal illness by a medical practitioner during a period of annual leave, will be given credit for the time so certified and the paid annual leave will be extended by the number of days that the employee has been so certified as unfit for duty.
- (f) **Personal Leave Year**  
A year for the purposes of this clause means 365 days' employment including rostered days off, holidays with pay, paid annual leave and paid personal leave.
- (g) **Unpaid Personal Leave**  
Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for members of their immediate family or household who are sick and require care and support or who require care due to an unexpected emergency. The employer and the employee will agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the requirements of subclauses (c) and (d) above are met.
- (h) **Employees in Receipt of a Loading in lieu of Paid Leave**
  - (i) Subject to the evidentiary and notice requirements in subclauses (b) and (c) above, casual employees are entitled to take unpaid leave if they need to care for members of their immediate family or household who are ill or injured and require care or support, or who require care or support due to an unexpected emergency, or the birth of a child.
  - (ii) The employer and the employee will agree on the period for which the employee will be entitled unpaid leave.
  - (iii) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

### **37. POLICE CHECKS**

Where the employer requires the employee, whether as a result of a legislative requirement or not, to have or renew a Police Check, the employer will cover the cost. This provision will also apply to the requirement for a pre-employment Police Check.

Where the employer is in the possession of an employee Police Check, that Police Check will not be provided to any third party without the employees express and written permission, unless as required by law.

### **38. PUBLIC HOLIDAYS**

- (a) All employees (other than casuals) are entitled to the following holidays with pay:

*Christmas Day, Boxing Day, New Year's Day, Australia Day, Eight Hours' Day, Good Friday, Easter Monday, Anzac Day, Queen's Birthday, Royal Launceston Show Day, and Recreation Day and any day prescribed, in lieu of or made additional to, these public holidays by the Statutory Holidays Act 2000 (Tasmania).*



Arrangements for the above public holidays shall be as per the Statutory Holidays Act 2000 (Tasmania).

**Payment for working on a public holiday**

**(b) Full-time day workers**

A full-time day work employee shall, in addition to their ordinary pay for work performed on a public holiday, may elect to receive one of the following:

- (i) An additional loading of 150%; or
- (ii) Have the same number of hours worked added to their annual leave accrual.
- (iii) The election in clause (ii) above will be made on the commencement of employment and then on the anniversary date each year. The employer may not alter such election during the year except with the agreement of the employer.

A full-time employee this is not required to work on a public holiday will be paid for their rostered ordinary hours at their ordinary pay for that day.

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.

**(c) Part-time day workers**

A part-time employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.

A part-time employee will, in addition to their ordinary pay for work performed on a public holiday, elect to receive one of the following:

- (i) An additional loading of
  - a) 150%; or,
- (ii) have the same number of hours worked added to their annual leave accrual. The 17.5% annual leave loading shall not apply to leave credited under this clause.

The election in clauses above 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.

A part-time employee who is not required to work on a public holiday will be paid for their rostered ordinary hours at their ordinary pay for that day.

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

**(d) Shift Workers**

Rostered employees (shift workers) are compensated for public holidays as per clause 12(c)(ii). For those employees that opt to receive payment of a penalty rate for public holidays worked, rather than additional annual leave, shall be entitled to receive, in addition to their ordinary pay for work performed on a public holiday, the applicable penalty rate of 150%

The election of a rostered employee (shift worker) to either receive additional annual leave as per clause 12(c)(ii) or the applicable penalty rate above 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.

A rostered employee (shift worker) will only be entitled to the above penalty payment for those public holidays that they are required to work.

Payments under this sub-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.

(e) **Casual employees**

- (i) A casual employee will be paid only for those public holidays they work at 275% of the ordinary hourly rate for hours worked.
- (ii) The rates prescribed will be in substitution for and not cumulative upon the casual loading prescribed and weekend rates prescribed.
- (iii) Payments under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

### **39. REDUNDANCY PROVISIONS**

- (a) The parties agree that it is not desirable to lose the services of staff members through redundancy. It is the parties preferred option to seek redeployment and retraining opportunities within the organisation should the occasion arise.

(b) **Commitment to consult**

The parties to this Agreement recognise that redundancy, when it occurs, is both sensitive and traumatic and needs to be handled in a delicate manner.

Where the employer believes that it may be necessary to make one or more positions within the enterprise redundant or reduce or alter hours that causes a loss of employee's income, the employer agrees to notify relevant employees and their representatives, if any, and to commence a process of ongoing consultation in accordance with the Consultation Term of this Agreement.

(c) **Redeployment and Retraining**

In the event of a position being made redundant, or an employee's hours are reduced or altered which causes a loss of an employee's income, the following shall apply:

- (i) The employer will actively explore all internal redeployment opportunities for staff surplus to requirements.
- (ii) A staff member seeking redeployment may be retrained for an available position on condition that the staff member can demonstrate that he or she possesses the necessary capacity for that position.
- (iii) Where retraining is required, the employer will provide and pay for any training which the employer deems necessary for the staff member to perform the duties of the position to which the staff member is being redeployed. The employee will be entitled to undertake this training during work time.
- (iv) All reasonable attempts will be made to ensure that a staff member's area of choice, hours of work, previous employment classification and previous roster patterns are met.

(d) Notice of Redundancy

The employer undertakes to provide the maximum possible notice of the need to make a position(s) redundant or reduce or alter hours which causes a loss of employee's income. In all cases however, the minimum period of notice for employee's subject to termination or reduction or alteration of hours which causes a loss of employee's income, will be as per the National Employment Standards.

(e) Redundancy

In the event that it is necessary for the employer to make a position(s) redundant, or reduce or alter hours which causes a loss of employees income, the employer will, in the first instance, seek expressions of interest from all staff, in volunteering for a redundancy package.

In assessing applications for voluntary redundancy, the parties acknowledge that the employer will take into account the skill and operational requirements of the enterprise.

In normal circumstances involuntary redundancies will only be considered where there are no, or insufficient volunteers from existing staff. However, the parties accept that in assessing applications for voluntary redundancy, either as a result of a position(s) being redundant or through the reduction or alteration of a position(s) hours which causes a loss of an employee's income, the employer will be entitled to take into account the operational requirements of the business.

(f) Redundancy Package

(i) Where redeployment or retraining opportunities are not available, the separation package to be paid to redundant staff is as follows:

- (1) Period of notice in accordance with the NES based on an employee's period of continuous employment;
- (2) Redundancy pay in accordance with the NES based on an employee's period of continuous employment;
- (3) Full payment of all accrued annual leave entitlements;
- (4) Payment of pro rata long service leave after seven (7) years of continuous service.

(ii) Where an employee is not offered similar hours or hours are altered (other than by a normal change of roster in accordance with the Award) which causes a loss of income the employer will pay a partial redundancy to such employees as are adversely affected as follows:

Redundancy payment = existing weekly rate – new weekly rate x redundancy pay entitlement under the NES based of period of continuous service.

(iii) A weeks pay shall mean the ordinary hours worked per week as averaged over the previous three months, excluding any period of leave or other extraordinary absence such as leave without pay, paid at the employee's ordinary base rate of pay for their classification.

(g) Time off to seek other Employment

(i) All employees who are made redundant shall be given assistance by the employer in seeking suitable alternative employment. Such employees will be granted a minimum of one day's time off without loss of pay during each week of notice for the purpose of seeking other employment or to make arrangements for training or re-training.



- (ii) If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee must, at the request of the employer, produce proof of attendance at an interview or they will not be entitled to payment for the time absent.

#### **40. ROSTERING**

- (a) The roster will be documented setting out clearly the names of the employees required to work on that roster, the days, dates and hours during which each employee is required to work. The roster will be based on a 28 day cycle and will be displayed at least two weeks prior to the commencing date of the first working period in any roster, provided it is not obligatory for the employer to display any roster of the ordinary hours of work of casual or relieving staff.
- (b) Rostered employees, other than a casual employee, will be entitled to eight full days free from work in each 28 day cycle. Where practicable, 2 days off in each 7 day cycle, and those days off will be consecutive.
- (c) There will be at least 9 hours between the completion of a shift and the commencement of another shift for any employee, unless by mutual agreement between the employer and employee this time is agreed to be a minimum of 8 hours.
- (d) Broken shifts may be worked by mutual agreement between the employer and the employee. The span of hours to include the broken shifts is not to be more than 12 hours. Payment is for the time worked only, as if the shift were not broken, however, work outside the span of 12 hours is to be paid at double time. Payment for a broken shift will be at ordinary pay rates and shift allowances, with shift allowances being determined by the finishing time of the broken shift.
- (e) Unless mutually agreed, 14 days' notice will be given by the employer of a change in a roster. Mutually agreed includes where a part time employee accepts more hours to cover shift requirements.
- (f) Where occasion arises that due to illness or in an emergency or for any other reason beyond the employer's control an employee is absent and no replacement employee has volunteered to accept additional hours or change roster times, then the roster may be altered at any time to enable the service of the organisation to be carried out.

#### **41. SALARY PACKAGING**

- (a) The rate of pay specified in this Agreement may be packaged in accordance with the employer's salary packaging program.
- (b) The employer agrees to permit all employees covered by this Agreement who elect in writing to do so, to convert a proportion of their base salary, up to the amount allowed in the relevant legislation, to packaged benefits.
- (c) The Employer agrees that the terms and conditions of such a package must be subject to the following provisions:
  - (i) overtime and shift penalties must be calculated on the salary level which would have applied to the employee in the absence of the employee participating in salary packaging under the terms of this Agreement;

- (ii) non salary packaged benefits must be paid for any period in respect of which the employee is paid wages or the equivalent, including but not limited to worker's annual or other leave with pay;
  - (iii) if during the life of a salary packaging agreement between the employer and the employee, the employee becomes entitled to workers compensation payments, the employee will be advised that they may immediately cease the salary packaging agreement subject to fees and conditions applied by the Salary Packaging Provider until such time as the employee is no longer entitled to such workers compensation payments. Any outstanding benefit still due under this Agreement will be paid as salary less PAYG withholding tax;
  - (iv) in the event that the employee ceases to be employed by the employer this Agreement will cease to apply as at the date of termination and all entitlements due on termination will be paid at the wage rate provided for in this Agreement. Any outstanding benefit still due under this Agreement upon termination will be paid as salary less PAYG withholding tax;
  - (v) superannuation payments required to be paid under the 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) as amended from time to time must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - (vi) annual leave loading entitlements must be calculated on the Agreement rate of pay as if no salary packaging agreement was in place;
  - (vii) employees who have entered into a salary packaging agreement must be given the opportunity to review such agreements annually, and to amend or withdraw from such an agreement;
- (d) No employee, as a result of entering into a salary packaging agreement, shall receive less, in wages and benefit, than currently provided for in this Agreement.
- (e) The employer further agrees that in the promotion and implementation of salary packaging to employees it will advise each employee in writing:
- (i) that there is no compulsion for any employee to participate in salary packaging;
  - (ii) that all employment conditions, other than salary packaging as provided for in this Agreement, will continue to apply;
  - (iii) that the structure of any agreed package complies with taxation and other relevant laws;
  - (iv) that they should consult with a financial adviser prior to signing any salary sacrifice agreement. To facilitate this, the employee must be provided with a copy of any proposed agreement prior to being required to sign such an agreement;

- (v) that the payment of union dues may form part of salary sacrifice packages;
- (vi) of the right of the employee to inspect details of the payments and transactions made under the terms of this agreement and for this purpose, where such details are maintained electronically, the employee must be provided with a printout of the relevant information;
- (viii) that where changes are proposed to all salary packaging arrangements, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements then the employee must give one months' notice in writing and the employer must give three months' notice in writing, except in circumstances in which an employee ceases to be employed by the employer.

#### **42. SATURDAY AND SUNDAY WORK - ROSTERED EMPLOYEES**

- (a) Employees whose ordinary working hours include work on a Saturday and/or Sunday, will be paid for ordinary hours worked between midnight on Friday and midnight on Saturday at the rate of time and a half and for ordinary hours worked between midnight on Saturday and midnight on Sunday at the rate of double time. These extra rates will be in substitution for and not cumulative upon the shift premiums prescribed.
- (b) A casual employee who works on a weekend will be paid the following rates:
  - i. between midnight Friday and midnight Saturday –175% of the ordinary hourly rate; and
  - ii. between midnight Saturday and midnight Sunday –225% of the ordinary hourly rate.
  - iii. The rates prescribed in clause 39 will be in substitution for and not cumulative upon the casual loading prescribed.

#### **43. SCOPE OF WORK PERFORMED**

An employer may only direct an employee to carry out such duties as are within the limits of those duties outlined in classifications described in Schedule B and that are consistent with the position description for each of those classifications.

#### **44. SHIFT LOADING – ROSTERED EMPLOYEE**

- (a) A Rostered Employee who works an afternoon shift (meaning the rostered employee works some or all of their hours between 3:00pm and 11:00pm) shall be paid a loading of 15% of the ordinary hourly rate.
- (b) A Rostered Employee who works a night shift (meaning the rostered employee works some or all of their shift between 11:00 pm and 7:00am) shall be paid a loading of 17.5% of the ordinary hourly rate.

#### **45. FOUL AND NAUSEOUS LINEN**

Inclusive for classifications within the Wage Rates – Refer to Schedule A.



## **46. SUPERANNUATION**

- (a) Superannuation legislation
  - (i) Superannuation legislation, including the *Superannuation Guarantee (Administration) Act 1992* (Cth), the *Superannuation Guarantee Charge Act 1992* (Cth), the *Superannuation Industry (Supervision) Act 1993* (Cth) and the *Superannuation (Resolution of Complaints) Act 1993* (Cth), deals with the superannuation rights and obligations of employers and employees. Under superannuation legislation individual employees generally have the opportunity to choose their own superannuation fund. If an employee does not choose a superannuation fund, any superannuation fund nominated in this Agreement covering the employee applies.
  - (ii) The rights and obligations in this clause supplement those in superannuation legislation.
- (c) The employer must pay to the relevant superannuation fund a superannuation amount no later than 28 days after the end of each month
- (c) Voluntary employee contributions
  - (i) Subject to the governing rules of the relevant superannuation fund, an employee may, in writing, authorise their employer to pay on behalf of the employee a specified amount from the post-taxation wages of the employee into the same superannuation fund as the employer makes the superannuation contributions provided for in subclause (b).
  - (ii) An employee may adjust the amount they have authorised their employer to pay from their wages from the first of the month following the giving of one month's written notice to their employer.
  - (iii) The employer must pay to the relevant superannuation fund the amount authorised under paragraphs (i) or (ii) of this subclause no later than 28 days after the end of the month in which the authorised deduction was made.
- (d) Superannuation fund

Unless, to comply with superannuation legislation, the employer is required to make the superannuation contributions provided for in subclause (b) to another superannuation fund that is chosen by the employee, the employer must make the superannuation contributions provided for in subclause (b) and pay the amount authorised under subclauses (d)(i) or (d)(ii) to Hesta (Health Employees Superannuation Trust Australia) or any other action required to comply with Superannuation legislation.

## **47. TERMINATION OF EMPLOYMENT**

- (a) Notice of termination is provided for in the National Employment Standards (NES).
- (b) The notice of termination required to be given by an employee is the same as that required of an employer except that there is no requirement on the employee to give additional notice based on the age of the employee concerned.
- (c) If an employee does not give the period of notice specified in clause 43 above, or does not work out the period of notice, the employee will only be paid, and entitlements

calculated to, the last day of work performed or, if on leave, at the end of the actual period of notice actually given.

- (d) Upon termination, the employee must without any further demand deliver to the Employer.
  - (i) Documents in their possession or control relating in any way to any trade secret and/or intellectual property and/or confidential information, or the business or affairs of the Employer or any member of the Employer's related entity; AND
  - (ii) Any Employer property including but not limited to unused uniforms, keys, swipe cards.

#### **48. TRAVEL ALLOWANCE**

- (a) Where an employee is required to travel to clients the travel time will count as time worked.
- (b) An employee required and authorised to use their own motor vehicle in the course of their duties will be paid an allowance equivalent to the higher of \$0.80 per kilometre or prevailing Australian Tax Office rate.
- (c) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.

#### **49. FIRST AID ALLOWANCE - Applies to Social Community Home Care and Disability Services Industry Employees Only**

- (a) First aid allowance—full-time employees  
A weekly first aid allowance of 1.67% of the Award standard rate per week will be paid to a full-time employee where:
  - i. an employee is required by the employer to hold a current first aid certificate; and
  - ii. an employee, other than a home care employee, is required by their employer to perform first aid at their workplace; or
  - iii. a home care employee is required by the employer to be, in a given week, responsible for the provision of first aid to employees employed by the employer.
- (b) First aid allowance—casual and part-time employees  
The first aid allowance 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.

#### **50. UNIFORMS**

- (a) Employees, other than Executive Staff, shall be provided free of cost, by the employer, suitable and serviceable uniforms as detailed in clause 44(b).
- (b) The Employer will supply on appointment, to all employees under this agreement, an approved Medea Park uniform, incorporating the official logo, of two tops and one bottom. Yearly thereafter in October, to all employees under this agreement, an approved Medea Park uniform, incorporating the official logo, of two pieces, usually one top and one bottom. Replacement of uniforms will be annually or through normal 'wear and tear'.
- (c) An employee, on leaving the service of the employer, shall return any uniform or part thereof provided by that employer immediately prior to leaving.
- (c) Employees can utilise workplace facilities for the laundering of their uniforms.

## **51. UNION DELEGATES RIGHTS**

- (a) It is recognised that union delegates or elected workplace representatives, with approval of the employer and upon application in writing, shall be granted up to a combined total of five (5) days paid leave each calendar year, non-cumulative, to::
- represent the interests of members to the employer;
  - consult with union members and other employees for whom the delegate is a bargaining representative;
  - participate in the operation of the Union which includes representing members on workplace issues;
  - represent members on any relevant consultative committee at the workplace.
  - attend union education;
  - address new employees about the benefits of union membership at the time that they enter employment;
  - attend courses conducted by an approved training provider, that are designed to provide skills and competencies that will assist the delegate or workplace representative contribute to the prompt resolution of disputes and or grievances in the workplace;
  - attend union annual Delegates Conference
  - workplace delegates are approved to email relevant persons relating to a matter however they are not authorised to send out emails to all workplace users.
- (b) It is recognised that union training leave is in most instances unpaid, however an employee can make application to the employer for paid union training leave. Paid union training leave will be only granted by the discretion of the employer. The application to the employer must be in writing, include the nature, content and duration of the course to be attended, and normally be provided with 14 days' notice of the proposed training.
- (c) An employee can also make application for non-paid training leave. This leave is subject to the employer agreeing to release the delegate from their normal roster if the delegate was rostered to work during the time of leave. Normally, 14 days' notice of the proposed training is required.
- (d) The granting of any leave pursuant to this clause shall be subject to the employer being able to make adequate staffing arrangements amongst current employees during the period of such leave. The employer shall not use this subclause to avoid an obligation under this clause.
- (e) Leave of absence granted pursuant to this clause, shall count as service for all purposes of this Agreement and will not be unreasonably refused.
- (f) Each employee on paid leave approved in accordance with this clause, shall be paid at ordinary time earnings. For the purpose of this subclause "ordinary time earnings" for an employee means the classification rate, over-award payment, superannuation and shift loading, which otherwise would have been payable.
- (g) All expenses (such as travel, accommodation and meals) associated with or incurred by the employee attending a training course as provided in this clause shall be the responsibility of the employee or the Union.
- (h) An employee may be required to satisfy the employer of attendance at the course to qualify for leave.



- (i) An employee granted leave pursuant to this clause shall, upon request, inform the employer and employees generally of the nature of the course attended and their observations on it.

## **52. FUTURE NEGOTIATIONS**

- (a) The employer agrees to commence bargaining 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.
- (b) Should negotiations for a new enterprise agreement not be finalised prior to the nominal expiry date of this agreement, existing rates of pay and conditions will continue to be observed in terms of this agreement for all relevant employees.

## **53. FAIR WORK INFORMATION STATEMENTS**

- (a) Employees will receive a copy of the Fair Work Information Statement (FWIS) before, or as soon as possible after, they start with the employer.
- (b) Casual Employees will, in addition to the FWIS, receive a copy of the Casual Employment Information statement (CEIS).
- (c) Fixed Term Employee will, in addition to the FWIS, receive a copy of the Fixed Term Contract Information Statement (FTCIS).

## **54. LACTATION AND EXPRESS BREAKS**

- (a) Appropriate refrigeration will be available in proximity to the area for breast milk storage. Responsibility for labelling, storage and use is with the employee.
- (b) An employee who wishes to continue breastfeeding or chest feeding after returning to work from a period of parental leave or keeping in touch days, may take reasonable time during working hours without loss of pay to express breast milk for a nursing child each time such employee has need to express the milk, or breastfeed the child within the workplace.
- (c) Due to limited private space within the facility, should the employee require a space to express then this would need to be pre-discussed and organised with Human Resources.

## **55. EMPLOYEE RIGHT TO DISCONNECT**

- (a) Unless it is unreasonable to do so, an employee may refuse to monitor, read or respond to contact, or attempted contact, from:
  - i. their employer outside of the employee's working hours,
  - ii. a third party if the contact or attempted contact relates to, their work and is outside of the employee's working hours.
- (b) Matter that must be taken into account in determining whether an employee's refusal is unreasonable includes whether the contact or attempted contact is required under a law of the Commonwealth, a State or a Territory
- (c) If there is a dispute about this term, including whether an employee's refusal is unreasonable, then it will be managed under the Dispute Resolution Process in this agreement.
- (d) The Employer cannot take an adverse action against an employee because of their right to disconnect.

- (e) The Employer must not directly or indirectly prevent an employee from exercising their right to disconnect however this does not prevent the Employer from requiring an Employee to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours where:
  - iii. the employee is being paid the on-call allowance; and
  - iv. the employer's contact is to notify the employee that they are required to attend or perform work or give other notice about the on-call.
- (f) This clause does not prevent an employer from contacting, or attempting to contact, an employee outside of the employee's working hours in circumstances including to notify them of:
  - v. an emergency roster change; or
  - vi. a recall to work.

## SIGNATORIES

FOR MEDEA PARK ASSOCIATION INCORPORATED:

## SIGNATORIES

Executed as an Agreement

SIGNED for and on behalf of

**MEDEA PARK ASSOCIATION  
INCORPORATED**

Signed: 

Date: 5 May 2025

Signatory name, address and authority to sign:

Name and Address:

Authority to sign on behalf of Employer:

Jes Kenth  
17 Circassian Street  
St Helens Tasmania 7216

Chief Executive Officer

SIGNED for and on behalf of the

**THE HEALTH SERVICES UNION,  
TASMANIA BRANCH**

Signed: 

Date: 6/5/25

Signatory name, address and authority to sign:

Name and Address:

Authority to sign on behalf of employees:

Robbie Moore  
11 Clare St. New Town Tas 7008  
HSU, Tasmania Branch  
State Secretary



SIGNED for and on behalf of the

**THE AUSTRALIAN NURSING AND  
MIDWIFERY FEDERATION  
(TASMANIAN BRANCH)**

Signed: .....



Date: **06/05/2025** .....

Signatory name, address and authority to sign:

Name & Address:

Authority to sign on behalf of employees:

**James Lloyd** .....

**ANMF Tasmanian Branch President** .....

**182 Macquarie St, Hobart TAS 7000** .....

## Schedule A – Wage Rates

Wage rates will be as paid as per Schedule A – Wage Rates, however where the relevant Award rate does increase to a rate above the stated wages in Schedule A, then the higher ordinary wage rate will be paid.

*Note:*

*Wage rates inclusive of the Foul and Nauseous Linen Allowance*

Level	Classification	Wage Rate (Inclusive of .10 cents)	Wage Rate Fair Work Approval Date (.51 cents paid)	3% FFPP on or after 1 July 2025	3% FFPP on or after 1 July 2026
Aged Care Employee Level 1	Admin Employee	\$25.72	\$26.23	\$27.0169	\$27.8274
Aged Care Employee Level 2	Admin Employee	\$26.73	\$27.24	\$28.0572	\$28.8989
Aged Care Employee Level 3	Admin Employee	\$27.76	\$28.27	\$29.1181	\$29.9916
Aged Care Employee Level 4	Admin Employee	\$28.08	\$28.59	\$29.4477	\$30.3311
Aged Care Employee Level 5	Admin Employee	\$29.03	\$29.54	\$30.4262	\$31.3390
Aged Care Employee Level 6	Admin Employee	\$30.59	\$31.10	\$32.0330	\$32.9940
Aged Care Employee Level 7	Admin Employee	\$31.13	\$31.64	\$32.5892	\$33.5669
Aged Care Employee Level 1	Service Employee	\$25.72	\$26.23	\$27.0169	\$27.8274
Aged Care Employee Level 2	Service Employee	\$26.73	\$27.24	\$28.0572	\$28.8989
Aged Care Employee Level 3	Service Employee	\$27.76	\$28.27	\$29.1181	\$29.9916
Aged Care Employee Level 4	Service Employee	\$28.08	\$28.59	\$29.4477	\$30.3311
Aged Care Employee Level 5	Service Employee	\$29.03	\$29.54	\$30.4262	\$31.3390
Aged Care Employee Level 6	Service Employee	\$30.59	\$31.10	\$32.0330	\$32.9940
Aged Care Employee Level 7	Service Employee	\$31.13	\$31.64	\$32.5892	\$33.5669
Aged Care Employee Level 4 (Senior Cook - Trade)	Service Employee	\$31.34	\$31.85	\$32.8055	\$33.7897
Aged Care Employee Level 5 (Chef)	Service Employee	\$32.40	\$32.91	\$33.8973	\$34.9142
Aged Care Employee Level 6 (Senior Chef)	Service Employee	\$34.14	\$34.65	\$35.6895	\$36.7602
Aged Care Employee Level 7 (Chef / Catering Services Supervisor)	Service Employee	\$34.75	\$35.26	\$36.3178	\$37.4073
Aged Care Employee Level 1	Personal Care Assistant	\$29.56	\$30.07	\$30.9721	\$31.9013
Aged Care Employee Level 2	Personal Care Assistant	\$30.84	\$31.35	\$32.2905	\$33.2592
Aged Care Employee Level 3	Personal Care Assistant	\$32.24	\$32.75	\$33.7325	\$34.7444
Aged Care Employee Level 4	Personal Care Assistant	\$33.10	\$33.61	\$34.6183	\$35.6568
Aged Care Employee Level 5	Personal Care Assistant	\$34.29	\$34.80	\$35.8440	\$36.9193
Aged Care Employee Level 6	Personal Care Assistant	\$35.99	\$36.50	\$37.5950	\$38.7228
Home Care Employee Level 1	Home Care Employee	\$29.91	\$30.42	\$31.3326	\$32.2726
Home Care Employee Level 2	Home Care Employee	\$31.74	\$32.25	\$33.2175	\$34.2140
Home Care Employee Level 3	Home Care Employee	\$32.77	\$33.28	\$34.2784	\$35.3068
Home Care Employee Level 4	Home Care Employee	\$34.85	\$35.36	\$36.4208	\$37.5134
Home Care Employee Level 5	Home Care Employee	\$35.56	\$36.07	\$37.1521	\$38.2667
Home Care Employee Level 6	Home Care Employee	\$37.53	\$38.04	\$39.1812	\$40.3566

## Schedule B – Allowances

Allowance	Fair Work Approval Date	As at FFPP 1/7/2025	As at FFPP 1/7/2026
Buddy/Mentoring Allowance per hour	\$1.00	\$1.00	\$1.00
Buddy/Mentoring Allowance per hour (Qualified)	\$2.00	\$2.00	\$2.00
Foul & Nauseous Linen	(Inclusive within Wage Offer)	(Inclusive within Wage Offer)	(Inclusive within Wage Offer)
Remote Call per hour	N/A	N/A	N/A
Remote Call minimum payment per day Monday to Friday	N/A	N/A	N/A
Remote Call minimum payment per day Saturday, Sunday and Public Holidays	N/A	N/A	N/A
Meal Allowance when travelling (Reasonable daily allowance expense as per ATO)	ATO	ATO	ATO
Breakfast	ATO	ATO	ATO
Lunch	ATO	ATO	ATO
Dinner	ATO	ATO	ATO
Meal Allowance when working Overtime	\$14.10	ATO	ATO
Meal Charges - Medium	\$4.00	\$4.00	\$4.00
Meal Charges - Large	\$5.00	\$5.00	\$5.00
Medium + Dessert	\$5.50	\$5.50	\$5.50
Large + Dessert	\$6.50	\$6.50	\$6.50
Dessert Only	\$2.00	\$2.00	\$2.00
Travel allowances - Permanent Aged Care Staff	Aged Care Award	Aged Care Award	Aged Care Award
Travel allowances - Permanent Home Care Staff	SCHADS Award	SCHADS Award	SCHADS Award



## Schedule C – Classifications

*Note that all Aged Care employees stated within Personal Care (below) are required to provide direct care to residents.*

### Aged care employee—level 1

#### Entry level:

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

An employee at this level:

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

Indicative tasks performed at this level are:

Service and Administrative Duties	Catering services	Personal Care
General Clerk or Administrative Assistant Laundry Assistant Cleaner Assistant Gardener	Catering Assistant	Personal Care Worker (Less than 3 month's aged Care experience)

### Aged care employee—level 2

An employee at this level:

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

Indicative tasks performed at this level are:

Service and Administrative Duties	Catering services	Personal care
General clerk/ Administrative Assistant (between 3 months' and less than 1 year's service) Gardener (non-trade) Maintenance/Handyperson (unqualified) Driver (less than 3 ton)	Catering Assistant	Personal Care Worker (has 3 month's or more aged Care experience)

### Aged care employee—level 3

An employee at this level:

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

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

Indicative tasks performed at this level are:

Service and Administrative Duties	Catering services	Personal care
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 Catering Assistant	Personal Care Worker -has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification

#### **Aged care employee—level 4**

An employee at this level:

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

Indicative tasks performed at this level are:

Service and Administrative Duties	Catering services	Personal care
Senior clerk Senior receptionist Maintenance/Handyperson (qualified) Driver (3 ton and over) Gardener (trade or TAFE Certificate III or above)	Senior Cook (trade)	Personal Care Worker - has obtained a Certificate III in Individual Support (Ageing) or equivalent qualification and has obtained 4 years' experience classified at level 3 after 1 January 2025.  Recreational/Lifestyle/Activities officer (unqualified) Community and Home Based Care Employees.

### **Aged care employee—level 5**

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team;
- may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, and/or relevant skills training or experience. Must hold a relevant qualification (Certificate IV or higher) in an Aged Care specific course and/or holds current Medication Endorsement.

Indicative tasks performed at this level are:

<b>Service and Administrative Duties</b>	<b>Catering services</b>	<b>Personal care</b>
Secretary interpreter (unqualified)	Chef	Personal Care Worker - has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer.  Recreational/Lifestyle/ Activities officer (qualified)

### **Aged care employee—level 6**

An employee at this level:

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

Indicative tasks performed at this level are:

<b>Service and Administrative Duties</b>	<b>Catering services</b>	<b>Personal Care</b>
Senior Maintenance tradesperson Gardener (advanced)	Senior Chef	Personal Care Worker - has obtained a Certificate IV in Ageing Support or equivalent qualification as a requirement for the performance of their duties by the employer and is



	required to supervise and train other direct care employees.
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### **Aged care employee—level 7**

An employee at this level:

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

Indicative tasks performed at this level are:

<b>Service and Administrative Duties</b>	<b>Catering services</b>
Clerical Supervisor Interpreter (Qualified) Gardener Supervisor General Services Supervisor	Chef /Catering Services Supervisor