

FINAL 22.5.2024

**VICTORIAN ELDERLY CHINESE
WELFARE SOCIETY INC (trading as
VICTORIAN ELDERLY CHINESE HOSTEL),**

ANMF and HWU

ENTERPRISE AGREEMENT 2024

ENTERPRISE AGREEMENT

PART A – APPLICATION AND OPERATION

1 TITLE

This Agreement shall be called the *Victorian Elderly Chinese Welfare Society Inc (trading as Victorian Elderly Chinese Hostel), ANMF and HWU Enterprise Agreement 2024* ('Agreement') and records the terms agreed between those parties in full settlement of the claim served and shall apply for the duration of the Agreement.

2 ARRANGEMENT

This Agreement shall be arranged as follows:

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3 BINDING FORCE OF THE AGREEMENT

This Agreement will be binding on the following parties:

- 3.1 Victorian Elderly Chinese Welfare Society Inc., ABN 70 788 144 013, (trading as Victorian Elderly Chinese Hostel) with regards to its operations in the State of Victoria ('the Employer'); and
- 3.2 Any aged care facilities in Victoria, acquired by the Victorian Elderly Chinese Welfare Society Inc. or which may open for trading during the term of this agreement, subject to the transfer of business provisions of the *Fair Work Act*.
- 3.3 All persons whose employment is at any time when the Agreement is in operation, subject to the Agreement (see clause 4).
- 3.4 The employer will formally advise the Australian Nursing and Midwifery Federation ('ANMF') and the Health Services Union Victoria No 1 Branch, trading as the 'Health Workers Union' ('HWU') when the Agreement is made in order for the ANMF and HWU to apply under s.183 of the *Fair Work Act 2009* to be covered by the Agreement.
- 3.5 It is the intention of this Agreement that the ANMF and HWU will be covered by this Agreement. The Australian Nursing and Midwifery Federation - Victorian Branch will be covered by the Agreement in respect to Registered Nurses, Enrolled Nurses and Personal Care Workers. The Health Workers Union will be covered in respect to Enrolled Nurses, Personal Care Workers, HASA employees.

4 SCOPE OF THE AGREEMENT

This Agreement applies to Employees whose employment is covered by the *Nurses Award 2010* and the *Aged Care Award 2010* and who are performing work within the classifications contained in this agreement.

5 RELATIONSHIP TO NES AND AWARDS

- 5.1 This Agreement contains terms that are also matters under the National Employment Standards ('NES') of the Act. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the *Fair Work Act 2009*. This Agreement constitutes the entirety of the terms of agreement that exist between the parties and replaces any enterprise agreement or modern award that may have previously applied to an Employee.
- 5.2 The Schedules and Appendices attached to this Agreement form part of this Agreement.

6 DATE AND PERIOD OF OPERATION

- 6.1 This Agreement shall come into operation on the seventh day after the Agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 31 May 2027 and thereafter in accordance with the *Fair Work Act 2009*.
- 6.2 The parties will meet three months prior to the nominal expiry date to commence discussions for a replacement agreement.

7 NO FURTHER CLAIMS

- 7.1 The Employees and Employer bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the

Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

- 7.2 Subject to the Employer meeting its obligations to consult including those arising under this Agreement or a contract of employment binding on that Employer, it is not the intent of this provision to inhibit, limit or restrict the Employer's right or ability to introduce change at the workplace.

8 SAVINGS CLAUSE

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

9 DEFINITIONS

9.1 Other

The '**Allowance rate**' for Enrolled Nurses is the weekly rate for Pay Point 1 unless otherwise specified.

The '**Allowance rate**' for HASA Employees is the weekly rate for Wage Skill Group 5 Year 1 unless otherwise specified. There will be a separate Wage Skill Group 5 Year 1 Allowance rate for HASA Employees who are covered by the Stage 2 of the Aged Care Work Value case.

The '**Allowance rate**' for Registered Nurses is the weekly rate for Grade 2 Year 1 unless, except in respect to shift allowances when the allowance rate will be the relevant percentage of Grade 1.

Authorised Enrolled Nurse has the same meaning as an Enrolled Nurse authorised by the NMBA to administer medications.

Enrolled Nurse has the same meaning as Registered Nurse Division 2.

Experience for the purposes of progression between Grades, Pay Points or Year Levels for all Registered Nurses and Enrolled Nurses means where an employee has worked an average of 24 hours per week, or more or an average of three shifts per week, or more, in a year. An Registered Nurse or Enrolled Nurse who has worked less than an average of 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed.

Experience for the purposes of appointment or progression for Personal Care Workers and HASA employees means experience at any such work within the last five years in a residential aged care facility covered by the *Aged Care Award 2010*, excluding any leave provisions in this Award.

Experience for the purposes of appointment for Enrolled Nurses means all relevant training, experience and skills as an enrolled nurse other than such experience predating any break of five or more consecutive years shall be counted for the purposes of determining the appropriate pay point on appointment.

Experience for the purposes of appointment for Registered Nurses means - full- time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a certificated Nurse by the NMBA

or its predecessors. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that where an employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.

Experience for the purposes of appointment for Registered Nurses and Enrolled Nurses shall also be interpreted to include the below, where applicable.

(i) where an internationally trained nurse (ITN) is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place;

(ii) where an ITN is granted registration subject to successful completion of a bridging program, previous experience will not be counted until the completion of that bridging course;

(iii) where an ITN is required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the completion of that OBA.

Fair Work Commission ("FWC") refers to the statutory body established under the *Fair Work Act 2009* or any successor organisation established under Commonwealth legislation which performs the functions of conciliation and arbitration.

Fair Work Act refers to the *Fair Work Act 2009 (Cth)*.

HASA Employee refers to an Employee whose employment would, but for this Agreement, be covered by the *Aged Care Award 2010*.

National Employment Standards ("NES") refers to the legislated standards for workplace conditions established under the *Fair Work Act 2009*.

For the purpose of incorporated leave provisions **Service and Continuous Service** is defined by s.22 of the *Fair Work Act 2009*, which will apply to the extent of any inconsistency.

NMBA is the Nursing and Midwifery Board of Australia.

Registered Nurse has the same meaning as Registered Nurse Division 1.

Registered Health Practitioner means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under *The National Health Practitioner Regulation National Law Act* of a State, Territory or the Commonwealth.

Unions means the ANMF Victorian Branch and the Health Workers Union.

10 AGREEMENT FLEXIBILITY

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

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

(i) arrangements about when work is performed;

- (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading;
- (b) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 10.2 The Employer must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under s.172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under s.194 of the *Fair Work Act 2009*; a
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 10.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the 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.
- 10.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 10.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.
- 10.6 The right to request an individual flexibility arrangement under this clause is in addition to the right contained in the NES at the commencement of the agreement of an

Employee to request a change in working arrangements in accordance with

s.65 of the *Fair Work Act* in circumstances where the Employee is:

- (a) pregnant;
- (b) the parent or has the responsibility for the care of a child who is of school age or younger;
- (c) a carer (within the meaning of the *Carer Recognition Act 2010*);
- (d) has a disability;
- (e) is 55 or older;
- (f) is experiencing violence from a member of the Employee's family; or
- (g) provides care or support to a member of the Employee's immediate family, or a member of the Employee's immediate household, what requires care or support because the member is experiencing violence from the member's family.

10.7 A request made pursuant to Clause 11.6 of this Agreement must be in writing and set out the detailed reasons for the change. The Employer must respond in writing to the request within 21 days stating whether the request has been granted or refused. If refused the response must include details of the reasons of the refusal. The Employer may only may refuse the request only on reasonable business grounds (as defined in s. 65(5A) of the *Fair Work Act*). Prior to refusing a request, the Employer must discuss the request with the employee to better understand the employee's circumstances and then the employer must provide any available counterproposals to the employee in writing. Any agreed arrangement must be recorded in writing.

10.8 To avoid doubt, and without limiting Clauses 10.6 and 10.7, an Employee who:

- (a) is a parent, or has responsibility for the care, of a child; and
- (b) is returning to work after taking leave in relation to the birth or adoption of the child;

may request to work part-time to assist the Employee to care for the child.

10.9 The Employee is not entitled to make a request pursuant to Clause 10.6 unless:

- (a) for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or
- (b) for a casual employee – the Employee:
 - (i) is a long term casual Employee of the Employer immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

PART B – WAGES AND ALLOWANCES

11 WAGES

- 11.1 The current rates of pay specified in Appendix A applying to each employee to whom this Agreement applies shall be increased as follows:
- (a) by 3% from the first full pay period on or after 1 July 2024;
 - (b) by 3% from the first full pay period on or after 1 July 2025;
 - (c) by 3% from the first full pay period on or after 1 July 2026.
- 11.2 Allowances that are not determined as a percentage of a wage rate under this Agreement (such as laundry, uniform, nauseous and other allowances not fixed as a percentage of the weekly rate) shall be increased in accordance with the increases prescribed in Clause 11.1.
- 11.3 Stage 3 – Aged Care Work Value Case
- 11.4 The parties acknowledge that as at the time of making this Agreement:
- (a) the Stage 2 Decision of the Aged Care Work Value Case (ACWVC) (Matter Numbers: AM2020/99, AM2021/63 and AM2021/65) resulted in a 15% interim increase to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including Registered Nurses, Enrolled Nurses, Nursing Assistants, Personal Care Workers, Lifestyle and Head Chefs/Cooks that are the most senior chef or cook engaged in a facility) and that this increase has been implemented by the Employer and is reflected in the minimum rates at Appendix 1 of this Agreement;
 - (b) the Stage 3 Decision of the ACWVC has awarded further increases to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including, Nursing Assistants, Personal Care Workers, Lifestyle, Food Services Assistants, Cleaners, Laundry Hands and Indirect Care employees – Stage 3 Classifications);
 - (c) the Stage 3 Decision of the ACWVC found that Enrolled Nurses and Registered Nurses required increased rates to reflect work value and gender equity considerations but deferred a full decision on these matters to the outcome of the Nurses WVC;
 - (d) the operative dates (including the possibility of phasing in) of the increases to the Stage 3 Classifications have not yet been determined; and
 - (e) the Australian Nursing and Midwifery Federation has made an application under section 158 of the Fair Work Act 2009 (Cth) to vary the Nurses Award with the Nurses WVC, to which the full outcome of the Stage 3 determination for Nurses has been deferred; and
 - (f) the Commonwealth Government has committed to fully fund the increase for providers in the sector in relation to work value matters.
- 11.5 In terms of next steps, the parties understand that:
- (a) following receipt of submissions from the parties to the ACWVC, including the Commonwealth Government, the Fair Work Commission will hand down a further decision and subsequent Award Determinations under Stage

3 that provide the operative dates of the increases to the minimum rates of pay in the Nurses Award, the Aged Care Award and SCHCADS Award for the Stage 3 Classifications;

- (b) the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and
- (c) the Commission will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.

11.6 Accordingly, the Employer:

- (a) will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases; and
- (b) in doing so, will maintain the quantum and timing of the wage increases at clause 11.1 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 11.6(a).

Illustrative example: If the minimum hourly rate is \$30 and the Agreement provides for a wage increase of 3% on 1 December 2024, but the Commonwealth Government's direction is to increase the applicable hourly rate by \$3 on 1 October 2024, then, as a term of this Agreement, the Employer will increase the hourly rate to \$33 on 1 October 2024 and then apply the 3% wage increase on 1 December 2024 to the hourly rate of \$33.

11.7 When the Nurses WVC has been determined by the Commission, the Employer commits to:

- (a) increase the applicable minimum rates under this Agreement for Nurses in accordance with guidance / direction from the Commonwealth Government and where funded to do so;
- (b) maintain the quantum and timing of the wage increases at clause 11.1 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 11.7(a); and
- (c) promptly meet with the ANMF and HWU to discuss the implementation of the outcome.

11.8 After the Commonwealth Government issues formal Guidance / Directions on the method of passing on the funding for the Work Value decisions, the Employer will prepare the updated schedules and provide a copy to the Unions for review. The Unions will provide a prompt response on the schedules and the Employer will then make a copy of the updated schedules available to its employees via the usual means of communication.

12 PAYMENT OF WAGES

12.1 Wages will be paid fortnightly, unless otherwise mutually agreed in writing up to a maximum period of one month. Employees will be paid by cash, cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.

12.2 Where an underpayment of wages occurs by reason of an error in calculation by the

Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 24 hours at the request of the Employee. This shall not apply where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee.

12.3 Wages shall be paid during working hours not later than Thursday following the end of the weekly or fortnightly pay period provided that:

- (a) When a public holiday occurs on a Thursday or Friday, payment shall be made on the Wednesday;
- (b) An Employee who is rostered off on the Thursday pay day but who works anytime after 9.00 a.m. on the Tuesday or any time on the Wednesday immediately preceding the Thursday, payment shall be made on the Tuesday or Wednesday as the case may be. This applies only where Employees are paid by means other than Direct Bank Transfer.
- (c) When an Employee is paid by means other than by direct debit transfer and that Employee is not rostered to work at any time between 9.00 a.m. on Monday and midnight on the Thursday, payment may be postponed upon such employee's next rostered period of duty following the Thursday but, should the employee so desire, he or she may attend and collect his or her pay on the pay day.

12.4 At the time of making payment to the Employee, the Employer shall provide to each Employee a statement detailing the following information: name and classification of the employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.

12.5 **Payment of Wages following Termination**

- (a) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by an Employer, payment of all wages and other monies owing to an Employee shall be made to the employee within 7 days of termination or the next pay cycle, whichever is earlier.
- (b) Where the system of working provides for the taking of ADOs and an Employee's employment is terminated and:
 - (i) one or more ADOs have been granted in advance; or
 - (ii) an ADO has been taken during the work cycle during which the Employee is terminated, the wages due to that Employee shall be reduced by the total of the ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be; or
 - (iii) an Employee has not worked a complete four week cycle or five week cycle as the case may be;

he or she shall receive pro rata accrued entitlements for each day worked or regarded as having been worked (i.e. paid leave) in such cycle payable for the accrued day off.

13 SALARY PACKAGING

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

14 OCCUPATIONAL SUPERANNUATION

- 14.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 14.2 The Employer shall make occupational superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (b) Health Super (a division of First State Superannuation Scheme), or
 - (c) Any other complying fund upon a request from the Employee and with the consent of the Employer.
- 14.3 The Employer shall participate in accordance with the trust fund deeds. The Employer shall make application to the Fund to become a participating Employer in the Fund and shall become a participating Employer upon acceptance by the Trustee of the Fund.
- 14.4 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the funds listed in Clauses 16.2(a) and 16.2(b) above and shall

forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee has not completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA or, where applicable, the employee's stapled fund or other fund as required by superannuation laws.

- 14.5 Each Employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in Clause 16.4 was forwarded to the Fund.
- 14.6 The Employer will contribute to the Fund, on behalf of each Employee, the percentage of ordinary time earnings required by legislation, calculated to the nearest ten cents (any fraction below five cents shall be disregarded). Contributions will be made monthly on behalf of each Employee regardless of the Employee's age in any month.
- 14.7 'Ordinary time earnings' are currently defined by the legislation and includes allowances for ordinary hours of work. Such allowances include those such as shift, qualification and leader allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). In respect to what constitutes 'ordinary hours', Superannuation Guarantee Contributions will be paid in respect to each hour worked which is paid at ordinary time (including all hours which are additional to contracted hours). The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.
- 14.8 Where an Employer makes an application for an exemption from monthly payments to the Fund, the Employees shall be notified in writing prior to the application being made. Upon request from an Employee, the Employer must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee's behalf or make it available for inspection, save that the Employee shall be entitled to take a copy. The Employer shall contribute all superannuation contributions in accordance with the Trust Deed, save that late
- payment for reasons beyond the control of the Employer and non-allocation by the Fund shall not constitute a breach of this Agreement.
- 14.9 Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under the Dispute Resolution Procedure of this Agreement.

Voluntary Contributions

- 14.10 Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by the Employer at the same time as the Employer's contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee within fourteen days of receiving the authorisation.
- 14.11 An Employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions within fourteen days of receiving the authorisation. An Employee may only vary his or her additional contributions once each month.

Salary Sacrifice

- 14.12 An Employee may make an agreement with the Employer for salary sacrifice.
- (a) The Employee must specify an amount or a percentage of ordinary time earnings by which his or her salary is to be reduced (“the salary sacrifice”).
 - (b) The salary sacrifice will be deducted from the Employee’s salary and contributed by the Employer to the Fund each month.
 - (c) The Employer will continue to calculate the superannuation guarantee contributions required by the *Superannuation Guarantee (Administration) Act 1992* on the basis of the Employee’s ordinary time earnings before the salary sacrifice is deducted.
 - (d) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.
 - (e) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.
 - (f) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.
- 14.13 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

15 QUALIFICATIONS ALLOWANCE

Qualifications Allowance – Registered Nurse

- 15.1 A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:

- (a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to residential aged care, specifically one of the following areas:
 - Gerontological nursing, or
 - Management, or
 - Other qualification with a component that has application to nursing in Aged Care.

In the case of qualifications regarding Management, such qualifications will be deemed relevant where the Employee is classified at Grade 3 or above.

- (b) In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:

- (i) the clinical or other area of work of the Registered Nurse;
 - (ii) the classification and position description of the Registered Nurse;
 - (iii) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (c) 'Allowance rate' under this clause shall be defined as the weekly rate applicable to an Employee at the Registered Nurse Grade 2 Year 1 classification level.
- (d) A Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse with the exception of:
- A Hospital Certificate or Graduate Certificate;
 - Postgraduate Diploma;
 - An Honours Degree;
 - A double Degree;
 - A Masters Degree; or
 - A Doctorate.
- (f) Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University Graduate Certificate and the training/education facility verifies that in writing.
- (g) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of the allowance rate.
- (h) A Registered Nurse Division 1 who holds a Post-Graduate Diploma or a Degree (or equivalent), other than a nursing undergraduate degree, an honours degree or a double degree, shall be paid, in addition to her or his salary, 6.5% of the allowance rate.
- (i) A Registered Nurse who holds a Masters Degree (including a Masters Degree completed prior to, or that leads to, registration), shall be paid, in addition to their salary, 7.5% of the allowance rate.
- (j) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, 8.5% of the allowance rate.

- (k) The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period and long service leave. In the case of annual leave, these allowances are added to those components detailed at Clause 53.8(a)(i)(B) of this Agreement. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading calculated on a projected roster basis, but will receive it in addition to a loading paid as a flat 17.5% at Clause 53.8(a)(i)(A).
- (l) The allowance is to be paid on a pro-rata basis for non-full-time Employees, including casuals.

Qualifications Allowance – Enrolled Nurse

15.2 An Enrolled Nurse will be entitled to a qualification allowance as set out below

- (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the Nurse for registration by the NMBA) in which it is demonstrated that a component of the qualification is applicable to his or her area of practice and/or work in aged care shall be paid the following allowance:
 - (i) a certificate or qualification (or at least three certificates of attainment for units of competency toward the Diploma or Advanced Diploma of Nursing) totalling a minimum of 140 nominal classroom hours (or a course of a minimum twelve months duration), at the rate of 3.5% of their applicable weekly Pay Point rate for all hours worked as prescribed in Appendix A.
- (b) The parties note that the Enrolled Nursing wage rates in the Appendix of this Agreement are inclusive of the previous 4% medication endorsement allowance.
- (c) Provided that only one allowance is payable to each eligible Enrolled Nurse, being the allowance for the highest qualification or greater number of certificates held, and provided that the certificate or certificates of attainment or qualification is relevant to the work performed.
- (d) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the certificate/s or qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence or the qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse. ,
- (f) The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period and long service leave. In the case of annual leave, these allowances are added to those components detailed at Clause 53.8(a)(i)(B) of this Agreement. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading calculated on a projected roster basis, but will receive it in addition to a loading paid as a flat 17.5% at Clause 53.8(a)(i)(A).

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

16 NAUSEOUS ALLOWANCE AND DIRTY AND OFFENSIVE WORK

- 16.1 Employees who are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers shall be paid an allowance as contained in Appendix A per hour or part thereof in addition to the rates prescribed elsewhere in this agreement for all time during which they are engaged in such work. Provided that any employee who is entitled to be paid an allowance under this clause shall be paid no less than the minimum sum per week as set out in Appendix

A. The allowance does not apply to Registered Nurses and HASA Employees in Wage Skill Groups 4, 5, 7 and 9.

- 16.2 An employee (except for a Registered Nurse) in any classification who undertakes work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification shall be paid the allowance prescribed in Appendix A, provided that any employee who is paid an allowance under Clause 18.1 shall not be entitled to be paid an allowance under Clause 18.2 for the same work.

17 LEADER ALLOWANCE – HASA EMPLOYEES AND ENROLLED NURSES

- 17.1 A HASA Employee or Enrolled Nurse who is appointed as a ‘Leader’ (however titled) will have his or her classification preceded by the term ‘Leader’ and will be paid an allowance of 10%, to be calculated upon the base rate payable to the Employee under this Agreement.

Appointment of a HASA Employee or Enrolled Nurse to a classification preceded by the term ‘Leader’ will only be made where the work performed by such person represents a net addition to the work value of the substantive role required of the HASA Employee or Enrolled Nurse employed in a similar area within the workplace. Examples of a net addition duties or functions include the assignment of a special project or an increased emphasis on the performance of the core functions already undertaken by a HASA Employee or Enrolled Nurse.

For the avoidance of doubt, the absence of supervisory responsibility or a designated ‘team’ shall not preclude the Employee from obtaining the allowance, consistent with the examples in this clause, where the criteria set out at Clause 19.2 below are satisfied.

- 17.2 A net addition to the work value of the substantive role required of a HASA Employee or Enrolled Nurse would be characterised by:
- (a) the additional functions or duties are a regular and on-going requirement; and
 - (b) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and
 - (c) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a HASA Employee or Enrolled Nurse employed in a similar area of areas; and
 - (d) a greater level of judgment is required from the HASA Employee or Enrolled Nurse whereby the Employee is capable of making independent decisions to a degree not generally expected of a HASA Employee or Enrolled Nurse employed in a similar area or areas; and

- (e) a higher degree of accountability is expected for work undertaken, such that the HASA Employee or Enrolled Nurse is clearly performing at a level above that of her or his peers employed in a similar area or areas within the Employer's facility.

18 UNIFORMS AND LAUNDRY

- 18.1 Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by such employer free of cost to the Employee.
- 18.2 Instead of the provision of such uniforms, the Employer may pay a uniform allowance at the rate prescribed in Appendix A. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance as prescribed in Appendix A.
- 18.3 The uniform allowance, but not the laundry allowance, shall be paid during all absences on paid leave, except absence on long service leave and absence on sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- 18.4 Where an Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

19 MEAL ALLOWANCE

- 19.1 An Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the rate prescribed in Appendix A of this Agreement in the following circumstances:
 - (a) when required to work more than 1 hour of overtime after the rostered finishing time.
 - (b) provided that where such overtime work completed by an Employee exceeds four hours a further meal allowance at the rate set out in Appendix A will be paid.
 - (c) when required to work more than five hours overtime on a Saturday or on a Sunday, or more than five hours by a shift Employee on his or her rostered day off – the amount provided in Appendix A and a further amount as specified in Appendix A when required to work more than nine hours on such day.
- 19.2 The meal allowance will be paid as part of the next pay cycle.

20 TRAVELLING, TRANSPORT AND FARES

- 20.1 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid the rate as specified in Appendix A.
- 20.2 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 receipts or other

evidence acceptable to the Employer.

- 20.3 An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in the relevant Schedule of this Agreement, when he or she uses a car in those circumstances.
- 20.4 An Employee will not be entitled to reimbursement for the expenses referred to in Clauses 22.2 and 22.3 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

21 TOOL AND TELEPHONE ALLOWANCE

- 21.1 A tool allowance as prescribed in Appendix A for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the employer.
- 21.2 Where an Employer requires an Employee to install and/or maintain a telephone for the purposes of being on call the Employer shall refund the installation costs and subsequent three-monthly rental charges on production of receipted accounts.

22 MEDICATION ASSISTANCE AND AWARENESS ALLOWANCE (PCWS)

Where an appropriately trained Personal Care Worker agrees to assist residents to take their medication, which will only occur in clinically appropriate circumstances, then the PCW will be paid an allowance, per shift, of 3% of the relevant base / allowance rate, irrespective of the amount of time taken to assist with medications. Such allowance may be paid in addition to the Leader Allowance.

23 OCCASIONAL INTERPRETERS' ALLOWANCE

An Employee not employed as an accredited interpreter who is required to perform occasional interpreting duties shall receive an additional amount in accordance with Appendix A.

24 ON CALL ALLOWANCE AND TELEPHONE RECALL PROVISION

Employees required to be on-call shall be paid an on-call allowance of 5% for Nurses and 2.5% for HASA staff of the relevant base / allowance rate per twelve hour period or part thereof.

An employee, who is on-call or not, and who is required to perform work by the employer via telephone or other electronic communication away from the workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

PART C – TYPES OF EMPLOYMENT, TERMINATION OF EMPLOYMENT, STAFFING AND WORKLOAD

25 MODES OF EMPLOYMENT

25.1 Employment Categories

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

- (a) full-time; or
- (b) part-time; or
- (c) casual; or

- (d) fixed term

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

25.2 Full-time Employment

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 45 of this Agreement.

25.3 Part-time Employment

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) A part-time employee will be rostered for a minimum of four hours on any shift. This minimum engagement excludes attendance at meetings and mandatory training (Clause 44).
- (c) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.

25.4 Subject to the rostering provisions of Clause 48, before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of actual contracted hours to be worked in each week or fortnight, the pattern of days and times of the week the employee will work and the starting and finishing times of each shift each day. Any agreed variation to the hours of work will be in writing.

25.5 Any period of annual leave, personal leave or paid parental leave (if applicable) to which an employee may be entitled shall accrue on a pro rata basis according to the number of ordinary hours worked on average over the last 12 months. Hours "worked" are taken to include any hours of paid leave.

25.6 Annual Review of Part-time Hours

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

25.7 Casual Employment

- (a) A casual employee is an employee as defined by section 15A of the FW Act.
- (b) A casual employee is entitled to a 25% casual loading and will be paid, for ordinary hours of work as follows (with the % including the casual loading).

Employee type	Monday to Friday (inclusive)	Saturday	Sunday	Public Holiday
Registered Nurse	125%	187.5%	187.5%	250%
Enrolled Nurse	125%	187.5%	Day shift – 218.75% Afternoon shift – 210%, Night shift – 200%	250%
Aged Care Employee Stage 2	125%	175%	Day shift – 190% Afternoon shift – 175%, Night shift – 175%	260%
Aged Care Employee Stage 3	125%	175%	Day shift – 190% Afternoon shift – 175%, Night shift – 175%	260%

“Day shift” means the shift is worked completely between 6.30am and 6pm and does not attract an AM/PM or night shift allowance.

See clause 43 (Overtime) for casual overtime penalties. The rates above include special rates for Saturday and Sunday work but not shift allowances for ordinary hours.

- (c) The Annual Leave, paid Personal / Carer’s Leave, paid Compassionate Leave and Termination of Employment provisions shall not apply in the case of a casual employee.
- (d) Where a casual Enrolled Nurse, PCW or aged care employee has continuous service in accordance with Clause 54 of this Agreement, such employee shall accrue long service leave provisions as prescribed in that clause. A casual Registered Nurse is entitled to long service leave in accordance with clause 54 and the *Long Service Leave Act 2018 (Vic)*.

25.8 Casual Employment - Caring Responsibilities

- (a) Subject to the evidentiary and notice requirements in Clause 51 casual employees are entitled to not be available to attend work, or to leave work:
 - (i) if they need 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, or the birth of a child; or
 - (ii) upon the death of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non- attendance.
- (c) 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.

25.9 Casual Conversion

In addition to the NES entitlements regarding casual conversion to permanent employment, where a casual employee has been rostered on a regular and systematic basis over 26 weeks, (provided that the rostering pattern has not resulted from coverage for extended absences such as maternity leave, long service leave, workers compensation leave and extended sick leave), either the Employer or Employee has the right to request in writing the conversion to permanent employment and that request will not be unreasonably refused by either party.

25.10 Fixed Term Employment Contracts

- (a) Fixed term employment will only be used for genuine fixed term arrangements and in accordance with the FW Act limitations.
- (b) ‘Genuine fixed term arrangements’ include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects, re-fresher courses, supervised practise for re-registration and post-graduate training.

25.11 Minimum Engagement

The minimum engagement on any one day shall be four hours for all employees.

26 STAFF REPLACEMENT

- 26.1 The Employer is committed to ensuring efficient flexible rostering of Employees dependent on the service requirements of the residents.
- 26.2 Replacement of staff is determined on resident requirements. Replacement will occur when the Employee in charge of the shift, in consultation with the supervisor, determines that replacement is required. The final decision in respect to staff replacement is the responsibility of management.
- 26.3 Where staff replacement is required, as determined above, the Employer shall endeavour to fill the position as soon as practicable. Where required, the position shall be advertised as soon as practicable from the time the Employer determines that

replacement is required.

27 WORKLOAD MANAGEMENT AND FILLING OF VACANCIES

- 27.1 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 employee/s and the quality of resident/client care.
- 27.2 To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution still cannot be identified and implemented, the matter should be referred to the Residence Manager for further discussion.
 - (c) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected employees.
- 27.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:
- (a) Clinical assessment of residents needs;
 - (b) The demand of the environment such as Residence layout;
 - (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
 - (d) Reasonable workloads (such as roster arrangements);
 - (e) Accreditation standards; and
 - (f) Budgetary considerations.
- 27.4 If the issue is still unresolved, the employee/s may advance the matter through Clause 58 Dispute Resolution Procedure.

28 POLICE AND NDIS CHECKS

- 28.1 Where an Employee is required by the Employer to satisfy the Employer of his or her police record, the Employer is responsible for the reasonable expenses associated with procuring the police record or NDIS check.
- 28.2 If the Employer holds a copy of the police check, then upon request by the Employee the Employer will provide a copy of the police check or NDIS check that is held on the file to the Employee.

29 LETTER OF APPOINTMENT AND SERVICE AND TRAINING CERTIFICATE

- 29.1 Each Employee, other than a casual Employee, shall receive a Letter of Appointment, as specified in Appendix C, stating the place of work, his or her guaranteed weekly hours, classification, job title and name of this Agreement.

Nothing in this clause shall limit the ability of a part time Employee to agree to work

additional shifts on days they would not otherwise be rostered at ordinary rates, save for any other limits prescribed by this Agreement.

- 29.2 Upon termination of employment, howsoever occurring, the Employer shall provide the Employee with a Service and Training Certificate, as specified in Appendix C, detailing the following:
- (a) The Employee's classification at the time of termination,
 - (b) The Employee's training including in-service training, self-directed learning packages or other training on the Employee's file,
 - (c) The period of the Employee's service,
 - (d) The relevant contact point at the Employer to verify the information contained in the certificate.
- 29.3 Upon commencement of employment, the Employer will accept a Service and Training Certificate from the Employee for the purpose of determining the appropriate classification or experience increment, subject to the following:
- (a) The Employee providing the Employer with a copy of the Certificate; and
 - (b) The issuing Employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

30 ADDITIONAL SHIFTS

- 30.1 The Employer is committed to maximising its permanent workforce in line with its occupancy levels. The Employer will always offer additional shifts in the first instance to its part-time staff where practicable. It will then offer additional shifts to its casual employees.
- 30.2 The realisation of this objective will require high levels of co-operation from Employees in ensuring the objectives of maximising the use of part-time Employees and, when required, casual employees.

31 DIRECTOR OF NURSING / CLINICAL CARE COORDINATOR/ REGISTERED NURSE COVER

Registered Nurse - Director of Nursing

- 31.1 Each facility must employ a full-time Director of Nursing (DoN) or the equivalent. Where there is no Director of Nursing appointed or the position becomes vacant, the Employer shall employ a full-time Registered Nurse as Director of Nursing or Clinical Care Coordinator as defined in this Agreement, (however titled or styled), in each facility. Regardless of the title, the Employee shall be paid at the rate of Director of Nursing as prescribed by this Agreement.
- 31.2 Where the Employer has endeavoured to appoint a full time DON or Clinical Care Coordinator but has not been able to, the Employer shall fill such position/s to one (1) EFT.
- 31.3 Where, after making a reasonable effort, the Employer cannot obtain a suitably qualified DON or Clinical Care Coordinator, the Employer may notify the other parties to the Agreement. Where this occurs, nothing in this Agreement shall prevent the parties from reaching agreement regarding staffing on a temporary basis in satisfaction of Clauses 31.1 and 31.2.

Registered Nurse - After Hours Nursing Coordinator

- 31.4 In a residential aged care facility of 61 beds or more, a Registered Nurse will be appointed to be in-charge of the facility during the off duty periods of the Director of Nursing (PM, night and weekend shifts), and be classified as After Hours Coordinator, Grade 5, adjusted bed capacity (50-200 beds) or the applicable Grade 4 rate, whichever is the higher. Provided that where a Registered Nurse is not willing to assume the responsibility of being in charge of the facility that Nurse will not be entitled to be paid Grade 5.
- 31.5 In facilities of 60 beds or less, the applicable Grade will be the Grade 4 rate.
- 31.6 No After Hours Nursing Coordinator will be paid less as a result of the making of this Agreement.
- 31.7 In a residential aged care facility of 61 beds or more, where more than one Registered Nurse is engaged during an off-duty period of the DON, only one Registered Nurse will be appointed and paid as the After Hours Coordinator at any one time.

Provision of Nursing Services

- 31.8 The Employer will make every practical effort to ensure that an additional Registered Nurse is employed to work on each shift in each facility. Such 'practical efforts' are to include:
- (a) **Unplanned Vacancies** (e.g. sick leave, carer's leave)
 - (i) The vacant shift/s will be first offered to existing Registered Nurse Employees as additional shifts; and if not filled
 - (ii) The vacant shift/s will be offered to existing Registered Nurse casual Employees; and if not filled
 - (iii) Contact will be made with at least one nursing agency and where a Nurse is available to fill the vacancy, at a cost of the defined rate or less, the position will be filled by an agency Registered Nurse.
 - (iv) The vacant shift(s) will only be offered to an existing senior Enrolled Nurse Employee in accordance with Clause 32 below and only after the above steps have been taken.
 - (b) **Long Term Vacancies**
 - (i) Advertising the position internally in the first instance within two weeks of the Employer becoming aware that the position is being vacated; and if not filled
 - (ii) Advertising the position externally within four weeks of the Employer becoming aware that the position is being vacated.
- 31.9 Where the Employer follows the 'practical efforts' noted at Clause 31.8 above, they shall not be in breach of this provision.

32 ENROLLED NURSE – IN CHARGE OF FACILITY ALLOWANCE

Where the Employer has made every practical effort in accordance with Clause 34 but no Registered Nurse is available to be rostered on a shift in a facility, then an Enrolled Nurse Employee will be appointed in the absence of the Director of Nursing or other Registered Nurse

and will be paid an In Charge of Facility Allowance as set out in Appendix A in addition to all other allowances. During the shift a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

33 TERMINATION OF EMPLOYMENT

33.1 Notice of Termination by the Employer

- (a) Subject to paragraphs (b), (c) and (d) below, at the time of termination the employer must provide the following periods of notice to all employees other than casuals:

<u>Period of Continuous Service</u>	<u>Minimum Period of Notice</u>
Not more than 1 year	1 week
1 and less than 3 years	2 weeks
3 and less than 5 years	3 weeks
5 years and over	4 weeks

- (b) A Registered Nurse with less than three years' service shall be entitled to no less than two weeks' notice.

- (c) An employee over 45 years of age is entitled to one extra weeks' notice if the employee has completed at least two years of continuous service.

- (d) Casuals are to be given notice to the end of their current shift worked.

- (e) Payment in lieu of notice prescribed above shall be made if the appropriate notice period is not given, provided that employment may be terminated by part of the period of notice specified and part in lieu thereof. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required notice period, the Employer would have been liable to pay to the employee because of the employment continuing during that period (i.e. payment for ordinary

hours plus all allowances, loadings and penalties and any other amount under the employee's contract of employment).

33.2 Notice of Termination by the Employee

- (a) At the time of termination the employee must provide to the Employer the same periods of notice as listed in Clause 33.1. Casual employees shall only be required to give notice to the end of their current shift worked.

- (b) If the employee fails to give notice or fails to work their allocated notice period the Employer may withhold any wages due to the employee on termination under this Agreement an amount not exceeding the employee's ordinary rate of pay for the notice period, subject to the requirements of the FW Act.

- (c) The Employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is made up to the time of dismissal only.

33.3 Transmission of Business

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

34 REDUNDANCY

34.1 Definitions

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where an Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (d) **Week's pay** means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
 - overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

34.2 An Employee is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

- (a) at the Employer's initiative because the Employer no longer requires the job done by the employee to be done by anyone, except where this is due to the ordinary and customary turnover of labour; or
- (b) because of the insolvency or bankruptcy of the Employer.

34.3 Transfer to Lower Paid Duties

Where an Employee is transferred to lower paid duties, the same period of notice must be given as the employee would have been entitled to if the employment had been

terminated, and the Employer may, at the Employer's option, make a payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

34.4 Redundancy Pay

- (a) In addition to the period of notice prescribed for termination, an Employee whose employment is terminated shall be paid the following amount of redundancy pay in respect of a period of continuous service:

<u>Period of continuous service</u> <u>pay</u>	<u>Redundancy</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and over	16 weeks' pay

* **Week's pay** is defined in Clause 34.1.

- (b) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by Clause 54 – Long Service Leave.
- (c) Application may be made for variation of the redundancy pay provided for in this clause in a particular redundancy situation in accordance with the NES.

34.5 Employee Leaving during Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice set out in Clause 36 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

34.6 Alternative Employment

- (a) Where an offer of acceptable alternative employment is rejected by an Employee, no severance payment is payable by the Employer, subject to an order by the Fair Work Commission.
- (b) On application by the employer, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.

- (c) The amount of redundancy pay to which the Employee is entitled under s.119 of the *Fair Work Act* is the reduced amount specified in the determination.

34.7 Job Search Entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay (on a day that they are rostered) during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.

34.8 Employees Exempted

Clause 34 of this Agreement does not apply to:

- Employees terminated as a consequence of serious misconduct that justifies dismissal without notice;
- probationary Employees;
- apprentices;
- trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- casual employees.

34.9 Transmission of Business

- (a) The provisions of this clause are not applicable where a business is before or after the date of this agreement, transferred from an Employer (**the transferor**) to another Employer (**the transferee**), in any of the following circumstances:
- (i) Where the Employee accepts employment with the transferee which recognises the period of continuous service which the Employee had with the transferor and any prior transferor to be continuous service of the Employee with the transferee; or
- (ii) Where the Employee rejects an offer of employment with the transferee:
- in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transferor; and
 - which recognises the period of continuous service which

the Employee had with the transferor and any prior transferor to be continuous service of the Employee with the transferee.

- (b) The Fair Work Commission may vary paragraphs (a)(i) or (a)(ii) if it is satisfied that this provision would operate unfairly in a particular case.

34.10 **Incapacity to Pay**

The Commission may vary the severance pay prescription on the basis of an Employer's incapacity to pay. An application for variation may be made by an Employer or a group of employers.

34.11 **Redundancy Disputes**

- (a) Clauses (b) and (c) below impose additional obligations on an Employer where an Employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**).
- (b) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide affected Employees and the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:
- the reasons for any proposed redundancy;
 - the number and categories of workers likely to be affected; and
 - the period over which any proposed redundancies are intended to be carried out.
- (c) Where a redundancy dispute arises and discussions occur in accordance with this clause the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

PART D – CAREER STRUCTURE

35 CLASSIFICATIONS

35.1 The wage rates and allowances for the classifications are set out in Appendix A. The classification definitions and appointment and progression criteria are set out in Appendix B.

35.2 All prior experience in the industry will be recognised by the Employer in relation to both HASA Employees and Registered and Enrolled Nurses as defined.

36 REGISTERED AND ENROLLED NURSES

Registered Nurses

36.1 The RN classification structure is set out in Appendix A.

36.2 Registered Nurse Entry Level

An Enrolled Nurse who completes an undergraduate course which leads to registration

and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the weekly salary applicable to that Enrolled Nurse (inclusive of Seniors and Qualification Allowance where applicable) effective from commencement of employment as a Registered Nurse.

36.3 Registered Nurse Grade 2

A Registered Nurse may only be classified and paid as a Grade 2 in circumstances where:

- On AM shift the Registered Nurse is the second or subsequent Registered Nurse rostered on the shift (in addition to the Director of Nursing and/or Clinical Care Coordinator however titled) i.e. there is at least one other Registered Nurse classified at Grade 4 or Grade 5 nurse rostered on the floor, in addition to the Director of Nursing and/or Clinical Care Coordinator; and
- On PM, night and weekend shifts the Registered Nurse works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the Registered Nurse Grade 2 is working (i.e. the Registered Nurse Grade 2 is not in charge of or responsible for a section or unit of the facility but works under direct supervision).

36.4 Registered Nurse Grade 4A Structure

The parties agree that where a Registered Nurse is appointed as a Nurse Unit Manager (NUM) or Charge Nurse (CN) and paid Grade 4A, they shall be entitled to automatic transition to Grade 4B upon the completion of two years' experience as a NUM or CN.

36.5 Registered Nurse Grade 5

In the event the base salary for the Grade 4 classification exceeds the base salary for the Grade 5 classification the Grade 5 Employee shall be paid no less than the Grade 4 rate.

Enrolled Nurses

36.6 The classification structure for Enrolled Nurses is set out in Appendix B. Pay Point 1 is not utilised except as the Allowance Rate. Pay Point 2 is only utilised where an EN who has a certificate IV qualification re-enters nursing after a break of five years or more. An Enrolled Nurse will progress from Pay Point to Pay Point, subject only to the prescribed experience requirements.

36.7 Enrolled Nurse Entry Level

An Employee who completes a Diploma in Nursing that entitles the Employee to register as an Enrolled Nurse shall enter at Pay Point 3 of the salary structure in Appendix A.

37 HASA EMPLOYEES

37.1 Personal Care Worker ('PCW') Structure

Included at Appendix B is the staffing structure for personal care workers, however titled, within aged care facilities. Reference to a 'Wage Skill Group' refers to the Wage Skill Group Structure outlined in Appendix B.

37.2 The classification structure and definitions for Activities/Lifestyle/Diversional Therapists are also outlined in Appendix B.

37.3 Students of Nursing Working as Personal Care Workers

If a Personal Care Worker:

- (a) has no qualification relevant to Aged Care and they are employed as a Personal Care Worker Grade 1; and
 - (i) they are enrolled in a Diploma of Nursing or Bachelor of Nursing;
 - (ii) they will be eligible to progress to Personal Care Worker Grade 2 (Year 1) after successfully completing 50% of the Diploma or 33% of the Bachelor degree.
- (b) has a Cert III qualification relevant to Aged Care and they are employed as a Personal Care Worker Grade 2; and
 - (i) they are enrolled in a Diploma of Nursing or Bachelor of Nursing;
 - (ii) they will be eligible to progress to Personal Care Worker Grade 3 (Year 1) after successfully completing 75% of the Diploma or 66% of the Bachelor degree.
- (c) Progression to the relevant classification will be subject to the Employee's production of evidence from an RTO, university or placement provider which to the Employer's satisfaction, attests to the Employee's completion of the required modules and placements and length of study.
- (d) Payment at the higher classification rate will be made from the first full pay period after the provision of the satisfactory evidence referred to in subclause (b) above.

38 TRAINEES

38.1 The EN Trainee rate of pay is 95% of the Pay Point 1 rate of pay.

38.2 The pay rates for HASA Trainees are included in the pay rates provided in Appendix A. The HASA Trainee rate is at WSG1 for all trainees other than a Personal Care Worker who shall be paid at WSG3 Year 1. In all other respects the terms and conditions of trainees are provided by this Agreement.

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

39 EDUCATION AND PROFESSIONAL DEVELOPMENT

39.1 All full time Employees shall be entitled to three (3) days paid study / examination / conference leave per annum for the purposes of attending courses, conferences and/or undertaking or preparing for examinations in a relevant course of study relevant to their work at the facility and is conducted by a recognised institution or training organisation. Part time Employees who work not less than four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.

39.2 Leave entitlements pursuant to this clause shall not accumulate from year to year.

39.3 Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

- 39.4 Registered Nurses are entitled to a further three days of examination or assessment leave per year where they are undertaking studies relevant to their work and/or career progression. This leave may also be taken as professional development, study or conference leave. Enrolled Nurses and Personal Care Workers are also entitled to use this additional examination leave but only when they undertake assessment in a course that leads to registration as an Enrolled Nurse or Registered Nurse. The three days leave pursuant to this clause shall:
- (a) Not accumulate from year to year.
 - (b) Be available to full and part time Employees who are employed to work on average for three shifts or 24 hours per week over the previous year.
 - (c) Be subject to the Employee having been employed by the facility or network for eighteen months immediately prior to the taking of leave.
 - (d) Be available in a block or as single days to prepare for examinations or assessment or undertake such exams or assessment.
 - (e) Be granted for studies which are related to the classification duties in this Agreement, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a tertiary or TAFE Institute or similar institution. For the avoidance of doubt this includes an Enrolled Nurse or Personal Care Worker undertaking degree or diploma studies in nursing.

40 PROFESSIONAL DEVELOPMENT LEAVE

The Employer shall ensure that operating budgets make reasonable provision for the ongoing professional development of full time nursing staff. The Employer will encourage staff to attend relevant seminars and conferences on a regular basis. Costs may be either shared or paid for in total by the Employer or release from work provided at the discretion of the Employer.

41 INTERNAL/COMPULSORY EDUCATION AND TRAINING

- 41.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve month period or as required.
- 41.2 Where possible, employees will be allocated time during their rostered work time to complete mandatory training, including e-learning. Where mandatory training cannot be attended to during an employee's ordinary working hours, an employee may be directed by the Employer to attend to mandatory training outside of their ordinary hours, however, such time will be paid at the applicable overtime penalty rate. Where an employee is not directed by the Employer to attend to mandatory training outside their ordinary hours, but elects to do so, such employee will be entitled to be paid at the base rate of pay for such time spent attending to mandatory training.
- 41.3 Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or one hour whichever is the greater.
- 41.4 Attendance at any training course other than those referred to in Clause 44.1 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.

- 41.5 Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.
- 41.6 The time involved in such mandatory training (whether face to face or e-learning will not be taken into account for the purposes of clause 43 – Overtime. However, if the mandatory training is not rostered at least 7 days in advance or the hours are beyond the 76 hours per fortnight, then overtime is payable.
- 41.7 E-learning
- (a) The Employer may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training (minimum payment being 30 minutes or the length of the module whichever is the greater).
 - (b) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
 - (i) arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - (ii) approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
 - (iii) taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

PART F – HOURS OF WORK, ROSTERS AND RELATED MATTERS

42 HOURS OF WORK

- 42.1 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period and shall be paid either:
- (a) in a week of five days in shifts of not more than 7.6 hours each; or
 - (b) by mutual agreement in a week of four days in shifts of not more than 9.5 hours each; or
 - (c) by mutual agreement, provided that the length of any ordinary shift, shall not exceed ten hours; or
 - (d) in 76 hours per fortnight to be worked as not more than ten days of not more than 7.6 hours each; or
 - (e) in 152 hours per four week period to be worked as nineteen days each of eight hours.

Notwithstanding the above, the ordinary hours on a dayshift for an Aged Care Employee will not exceed 8 per day.

- 42.2 Employees who, pursuant to Clause 42.1(e) above receive an accrued day off or rostered day off (ADO or RDO) may, with the consent of the Employer accumulate such ADOs or RDOs up to a maximum of five in any one year. Accumulated ADOs or RDOs must be taken in the year in which they accumulate. In the case of termination of employment for whatever reason, accumulated ADOs will be paid to the Employee by the Employer.
- 42.3 Subject to the roster provision Clause 45 – Rosters, not more than 48 ordinary hours are to be worked in any week.
- 42.4 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal) the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am.
- 42.5 **Notice of Days Off**
- Except as provided in Clause 42.1, in cases where by virtue of the arrangement of his or her ordinary working hours an Employee is entitled to a day off during his or her work cycle, such Employee shall be advised by the Employer at least four weeks in advance of the week day he is to take off.
- 42.6 **Substitute Days**
- (a) An individual Employee, with the agreement of their Employer, may substitute the day they are to take off for another day.
 - (b) An Employee would therefore work on what would normally have been their accrued or rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the Employee and the Employer, provided that no less than seven days' notice is given before taking the banked accrued or rostered day(s) off.
 - (c) No payments or penalty payment shall be made to Employees working under this substitute banked accrued or rostered day off. However the Employer will maintain a record of the number of accrued or rostered days banked and will apply the Average Pay System during the weeks when an Employee elects to take a banked accrued or rostered day off.
 - (d) Employees terminating prior to taking any banked accrued or rostered day(s) off shall receive the following: Average weekly pay X number of banked substitute days divided by 5.
 - (e) The Unions shall be notified in writing by the Employer of agreements made pursuant to this subclause by no later than the end of the 5th working day subsequent to the day upon which such agreement is made.

Day/s Off in Each Week - Registered Nurses

- 42.7 Full time Registered Nurses shall receive at least two clear days off in each week in the case of day-shift Employees and two clear nights in each week in the case of night-shift Employees.
- 42.8 Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the Director of Nursing, be allowed to stand over, and be taken at a time mutually agreed upon in any one consecutive period equivalent to one day or night, as the case may be, for each week in the period

concerned.

Day/s Off in Each Week - Enrolled Nurses and HASA Classifications Only

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

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

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

Provided that an Employee who requests in writing to work a seventh or subsequent shift on a voluntary basis or who puts their name on a roster or availability list to work a seventh or subsequent shift will not receive overtime payments (unless they have worked beyond 76 hours in the fortnight or the fulltime rostered shift length in any day).

42.10 Where necessary an Enrolled Nurse or HASA Employee shall be entitled to cease work ten minutes before his or her rostered finishing time to enable him/her to wash or to change his or her clothes.

43 OVERTIME

43.1 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement. An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the *Fair Work Act*, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.

43.2 Only authorised overtime will be paid, except in emergency situations. Overtime must be authorised by a nominated representative of the Employer in accordance with the designated process, except in cases where the matter is urgent and it is impracticable to obtain such authorisation.

43.3 For the purposes of calculating overtime penalty rates, the overtime work on each day or shift shall stand alone.

43.4 Registered Nurses

All work done by a Registered Nurse in excess of the number of ordinary full-time rostered hours, as per Clause 43 shall be paid at the applicable overtime penalty rate in the below table.

Registered Nurses		
Day	First 2 Hours	Thereafter
Weekday	Time and a Half	Double Time
Weekend	Double Time	Double Time
Public Holidays	Double Time.	Double Time
Weekend Public Holiday	Double Time	Double Time

The overtime penalty rates do not apply to a Registered Nurse classified at Grade 6 or Grade 7. Overtime rates will be in substitution for and not cumulative upon the shiftwork loadings and weekend or public holiday penalty rates prescribed elsewhere in this Agreement.

43.5 **Enrolled Nurses and HASA Staff**

In the case of an Enrolled Nurse or HASA Employee, the following overtime rates shall be paid where work is performed:

- (a) in excess of the employee's rostered ordinary hours, unless the employee agrees in writing to extend their shift, in which case the daily trigger for overtime will be per the agreement and up to the maximum daily ordinary hours for the shift; or

- (b) In excess of 76 hours in a fortnight:

Enrolled Nurses and HASA		
Day	First 2 Hours	Thereafter
Weekday	Time and a Half	Double Time
Weekend	Double Time	Double Time
Public Holiday	Double Time and a Half	Double Time and a Half
Weekend Public Holiday	Double Time and a half	Double Time and a half

43.6 **Casual employees**

A casual employee will be paid the following rates for all time worked in excess of 10 hours per day or 76 hours per fortnight (with such penalty rate being inclusive of the casual loading):

- (i) Monday to Friday—187.5% of the base hourly rate for the first two hours and 250% of the base hourly rate after two hours;
- (ii) Saturday and Sunday—250% of the base hourly rate; and
- (iii) Public holidays—312.5% of the base hourly rate.

43.7 **All Employees: Rest Periods - Affected by Overtime (Including Saturdays and Sundays)**

(a) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.

(b) An Employee (other than a casual employee) who works so much overtime between the termination of his or her last previously rostered ordinary hours of duty and the commencement of his or her next

succeeding rostered period of duty that he or she would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until he or she has ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

(c) If on the instructions of his or her Employer such an Employee resumes or continues work without having had such ten hours continuously off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall be entitled to be absent until he or she has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

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

43.9 Any period of overtime involving a recall to duty during an off duty period and which is not continuous with the next succeeding rostered period of duty shall be paid at a minimum of three hours at the appropriate overtime rate.

43.10 In lieu of receiving payment for overtime worked in accordance with this clause, Employees may, with the consent of the Employer, be allowed to take time off for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and Employee, provided that accrual of such leave shall not extend beyond a 28 day period. Where such time has not been taken within the 28 day period, upon the request of the employee or on termination of employment for any reason, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.

43.11 **Recall to Duty**

(a) An Employee, whether required to be on call or not, and who is recalled to work after leaving the Employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate, or where the employee is a non-nursing employee, four hours work at the appropriate overtime rate.

(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours or four hours, as applicable, of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

(c) An Employee who is recalled to work will not be obliged to work for three

hours or four hours, as applicable, if the work for which the Employee was recalled is completed within a shorter period.

- (d) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

44 SATURDAY AND SUNDAY WORK

44.1 Subject to clause 44.2 below, all rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for at the rate of time and a half. Such rates are in addition to, not in substitution of, the relevant shift loading. The entitlements for casual employees (other than Home Care Employees) are provided at clause 25.7.

44.2 In relation to Sunday work, where an employee and shift is covered by this sub-clause, the entitlement in this sub-clause shall apply instead of clause 44.1, otherwise clause 44.1 shall apply in relation to Sunday work.

Class of employee	Shift	Penalty rate
Registered Nurse, Level 1 and Level 2 Year 1 only	Day Shift	65%
Registered Nurse Level 1	Afternoon shift	53%
Enrolled Nurse	Day shift	75%
	Afternoon shift	68%
HASA Stage 2	Day shift	Where the employee works at least one other shift – 58% Where the employee works the Sunday day shift <u>only</u> – 65%
	Afternoon shift	54%
HASA Stage 3	Day shift	Where the employee works at least one other shift – 61% Where the employee works the Sunday day shift <u>only</u> – 66%
	Afternoon shift	52%

- 44.3 Provided that the following rate of payment shall be made where the Saturday or Sunday duty is overtime it shall be paid at double time.

45 ROSTERS

45.1 Publication

- (a) A roster of at least fourteen days duration setting out Employees' daily ordinary working hours and commencing and finishing times shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the ANMF and HWU.
- (b) The posting of a roster shall include a statement that an Employee may notify the Employer that the Employee does not agree to a change of shift (as defined in Clause 49 of this Agreement) proposed in that roster and advising Employees how to provide any such notification.
- 45.2 Except as in emergency situations seven days' notice shall be given of a change in roster.
- 45.3 Where the Employer requires an Employee, without seven days' notice and outside the excepted circumstances prescribed in Clause 48.2 above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to the following:
- (a) For HASA Employees – 2.5 per cent of the weekly base rate of pay for the Wage/Skill Group 5 as prescribed in Appendix A.
- (b) For Registered Nurses and Enrolled Nurses – 2.5 per cent of the weekly base rate of pay as defined and as prescribed in Appendix A of this Agreement.
- (c) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- 45.4 An Employee, by making a request in writing to the Employer, may have their roster fixed by the provisions of paragraph (b) below, in lieu of Clauses 45.1 to 45.3.
- (a) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
- (b) An Employee may rescind any such request at any time, by giving written notice to the Employer. In such a case the roster for the Employee shall be fixed according to the provisions of Clauses 45.1 to 45.3, from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employee.
- 45.5 The roster or rosters shall be drawn up so as to provide at least ten hours between successive ordinary shifts. The break between shifts may be reduced to eight hours by mutual agreement between the Employee and Employer.
- 45.6 This clause shall not apply to casual Employees, Directors of Nursing or Deputy Directors of Nursing.
- 45.7 In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of Clause 45.4 above, if not resolved at the workplace it shall be referred to the Fair Work Commission for resolution in accordance with the Dispute Resolution Procedure of the Agreement.

45.8 Daylight Saving

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

46 SHIFT WORK

- 46.1 In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5 per cent of the relevant base or allowance rate as defined per rostered period of duty.
- 46.2 Provided that in the case of an Employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m. they shall be paid for any such periods of duty an amount equal to 5 per cent of the relevant base or allowance rate from the commencement of this Agreement.
- 46.3 Provided that in the case of an Enrolled Nurse or HASA Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first ("change of shift") he or she shall be paid an amount equal to 4 per cent of the relevant allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause ("change of shift allowance").
- 46.4 Notwithstanding the provisions of Clause 46.3 above the change of shift allowance is not payable in the following circumstances:
 - (a) Where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts;
 - (b) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays;
 - (c) In the case of a HASA Employee, where an Employee is a regular part-time Employee and a change of shift arises from an agreement made in accordance with this clause of the Agreement.
 - (d) In the case of a Registered or Enrolled Nurse, such Employee at the time of engagement or subsequently has agreed in writing on the same hours worked each day, on the same days of the week, and the same starting and finishing hours as those of the roster which require a change of shift.
 - (e) Where an Employee has been employed for at least 3 months on the same hours worked each day, on the same days of the week, and the same starting and finishing hours, as those of the roster which require a change of shift.
 - (f) The provisions of paragraphs (c), (d) and (e) shall not apply to an Employee who, immediately prior to the date of operation of this Agreement, has been paid a change of shift allowance in respect of changes of shifts to which paragraphs (c), (d) and (e) would otherwise apply.

- (g) Where an Employee requests to be recorded on a list of staff willing and available to work specified additional shifts in the next roster period, and a change of shift arises from that Employee working any shift filled from that list.
 - (i) In circumstances other than those applying in paragraphs (c)-(g) inclusive, where an Employee is required by a roster posted in accordance with Clause 46.1 to work a change of shift.
 - (ii) Notwithstanding sub-paragraph (i) herein, an Employee may notify the Employer in writing within 24 hours of the next shift to be worked by that Employee following the posting of such a roster that the Employee does not agree to a change of shift for that Employee proposed in that roster.
 - (iii) Where an Employee notifies the Employer in accordance with sub-paragraph (ii), the Employer may:
 - (A) reach agreement with the Employee on working a different shift or shifts on that roster in which case the Employee shall not be paid a change of shift allowance; or
 - (B) require the Employee to work an amended roster which reduces or eliminates changes of shifts but provides no fewer shifts and hours than the original proposed roster in which case the Employee shall only be paid a change of shift allowance in respect of any change of shift required by the amended roster; or
 - (C) require the Employee to work a change of shift, in which case the Employee shall be paid a change of shift allowance.
- (h) From the date of operation of this sub-clause no term of any contract of employment or other instrument shall require an Employee to make a request, or constitute a request, for the purposes of paragraphs (a) or (e).

46.5 The allowances payable pursuant to this clause shall be calculated to the nearest five cents, portions of a cent being disregarded.

47 MEAL BREAKS

- 47.1 An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which must be taken before the completion of five hours work. Employees are entitled to leave the ward/unit and facility during their meal break.
- 47.2 Nurses: Where an employee is required to remain available or on duty during a meal break (including that they are advised that they are unable to leave the ward/unit or facility) or is interrupted during that meal break, the employee will continue to be paid at the ordinary rate until such time as the meal break is taken by the employee, free from duty, or the employee's shift ends (whichever occurs first).
- 47.3 Aged Care Employees: Where an employee is required to remain available to attend to duty or is on duty during their meal break, the employee will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time

worked until the meal break is taken will be regarded and count as an employee's ordinary time.

47.4 Provided that at the request of the Employee, and with the agreement of the Employer, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of meal break and crib time provisions, either:

- finish the shift 30 minutes earlier; or
- work and be paid for the six hours (or lesser duration), choosing to take only the 2 x 10 minute tea breaks or a single 20 minute break.

48 REST INTERVALS

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

49 HIGHER DUTIES

- 49.1 Any employee (except a Deputy Director of Nursing) engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which he or she is ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- 49.2 A Deputy Director of Nursing who is called upon to relieve an Employee in a higher classification for a period in excess of five days, shall be paid at the minimum of that higher classification for the entire period of relief.

PART G – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

50 ANNUAL LEAVE

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in the casual clause of this Agreement.

50.1 Basic Entitlement

- (a) All Registered Nurses shall be granted a minimum of five weeks (190 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause 50.8(a).
- (b) All Enrolled Nurses and HASA Employees will be entitled to four weeks (152 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause 50.8(a).
- (c) Such entitlement will accrue progressively during a year of service according to the Employee's ordinary hours of work (including ordinary additional hours of work, but not overtime), and such leave will accumulate

from year to year.

- (d) Annual Leave accruals will be displayed on each Employee's pay slip.

50.2 **Shift Work**

An Employee who is a shift worker, whether full-time or part-time, shall be allowed an additional week of annual leave (38 hours for full-time Employees, pro-rata for part-time Employees). An employee is to be regarded as a shift worker for the purposes of the NES and the additional week of annual leave if, during any part of the relevant twelve months period of service:

- A Registered Nurse is required to work and worked ordinary hours on weekdays and on weekends; or
- An Enrolled Nurse, Personal Care Worker or HASA employee works either: a) for more than four ordinary hours on 10 or more weekends; and/or b) regularly outside the hours of a day worker (i.e. PM or night shift with start and finish times outside the ordinary span of hours - 6.30am to 6pm).

50.3 **Accrued Days Off and Annual Leave**

Where the system of working provides for the taking of accrued days off, the maximum number of accrued days off shall be thirteen in any calendar year. One day of a year's annual leave period shall be regarded as an accrued day off for which no additional payment is to be made.

50.4 **Public Holidays and Personal Leave occurring during Annual Leave**

- (a) Where any public holiday occurs during any period of annual leave, the Employee is entitled to receive payment for that public holiday without deduction from their annual leave accrual.
- (b) Where an Employee becomes sick whilst on annual leave on any days on which he or she would otherwise have worked, and immediately forwards to the Employer a certificate of a registered health practitioner, then the day or days specified in the certificate shall be deducted from any paid sick leave entitlement standing to the employee's credit, and the annual leave day(s) shall be re-credited to his or her annual leave entitlement.

50.5 **Effect of Termination on Annual Leave**

- (a) Where the employment of an Employee is terminated, the Employer shall be deemed to have given all accrued leave (except so much, if any, as has already been taken) to the Employee as from the date of the termination of the employment, and shall forthwith pay to the Employee, in addition to all other amounts due to the Employee, the Employee's ordinary pay for the period of such leave, together with annual leave loading applicable to that leave.
- (b) The annual leave loading prescribed in Clause 50.8(a) shall apply to leave paid on termination or resignation of employment.
- (c) Where annual leave has been taken in advance and:
- (i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual

leave or part was taken; and

- (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under paragraph (a);
- (iii) the Employer shall not be liable to make any payment to the Employee under paragraph (a) and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

50.6 **Taking of Leave**

- (a) Four weeks' notice of the date from which an Employee shall commence his or her annual leave shall be given by either the Employer (subject to paragraph (b) below) or Employee unless otherwise mutually agreed upon between the parties concerned.
- (b) An Employee with an accrued annual leave entitlement can apply for annual leave at any time (including single day leave) and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take excessive leave except in accordance with clause 50.7 below.
- (c) Except as provided in paragraph (d) below if the Employee and the Employer so agree the annual leave period or either of such separate periods may be taken wholly or partly in advance before the Employee has become entitled to the annual leave.
- (d) On application by the Employee and by agreement with the Employer annual leave may be taken as single days in each year of employment. These single days may be taken consecutively. Annual leave so taken shall be exempt from the payment in advance requirements below and shall be paid in the next pay period.

50.7 **Excessive Annual Leave Accruals**

- (a) The Employer may direct an employee take a period of annual leave where the employee has accrued excessive annual leave. Excessive annual leave is defined as accrued leave in excess of 200% of the employees annual leave entitlement (e.g. in excess of 10 weeks leave for an employee who has an entitlement to 5 weeks' leave per year as an RN or as a shift worker PCW or Enrolled Nurse). The Employer will not direct the Employee to reduce the accrued leave to less than 150% of their annual leave entitlement.
- (b) The Employer has an expectation that each employee will take at least two weeks of annual leave in each year and reserves the right to discuss the taking of leave and fatigue issues where an Employee has

not taken any leave for a period longer than six months and does not have leave planned.
- (c) Where the employee has excessive annual leave, and before directing the employee to take a period of leave, the employer will:

- (i) give the employee a reasonable opportunity to submit a plan to reduce the leave to not less than 150% more than their annual leave entitlement within three months; and
 - (ii) not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement, provided the plan will not result in the employee continuing to have an excessive leave balance taking in to account future accruals between agreeing to the leave plan and the taking of the leave.
- (d) Where an employee fails or refuses to produce a leave plan the employer can then direct the employer to take leave, but the commencement date of the leave can be no sooner than eight weeks or longer than 12 months in advance of the written notice.

50.8 Payment for Leave

- (a) Employees shall receive their ordinary pay during all periods of annual leave. **Ordinary pay** for the purposes of Annual Leave means the Employee's usual ordinary weekly hours of work, or their average hours of work over the preceding 12 months, whichever is the greater, multiplied by their hourly rate of pay, provided that:
 - (i) In addition to the ordinary pay, as defined in this clause, all Employees shall receive either:
 - (A) a loading of 17.5% calculated on the ordinary rate of salary:
 - provided further that an Employee whose weekly salary is or exceeds the weekly rate provided for in this Agreement for a Registered Nurse, Grade 5, 51-200 beds (Threshold Rate) shall receive, in lieu of the 17.5% loading, an amount equal to: Threshold Rate x 17.5 x 4 (weeks), in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods;
- or**
- (B) in respect of each week of leave granted an amount comprising the following that the employee would have received had they not been on leave during the relevant period:
 - all payments for ordinary hours of work;
 - shift work allowances according to roster or projected roster;
 - Saturday and Sunday special rates according to roster or projected roster;

- qualification allowances;
- uniform allowances;

whichever is the higher.

- (b) For the purposes of this part, unless otherwise stated, a year of employment shall be deemed to be unbroken notwithstanding:
- (i) any annual leave or long service leave taken therein;
 - (ii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
 - (iii) any absence from work of not more than fourteen days in the year of employment on account of sickness or accident (unless otherwise provided for in Clause 51 – Personal Leave);
 - (iv) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Employer;
 - (v) any absence on any other account not involving termination of employment:

and in calculating a year of employment any absence of a kind mentioned in sub-paragraphs (i), (ii) and (iii) shall be counted as part of the year of employment but in respect of absences of a kind mentioned in sub-paragraphs (iv) and (v) it will be necessary for the Employee as part of his or her qualification for annual leave to serve such additional period as equals the period of such absences.

- (c) Where an Employee reduces their working hours by agreement with the Employer, any accrued hours of leave will be preserved as at the time of the reduction. On each subsequent period of annual leave, and at the request of the Employee and not otherwise, the Employee may elect to

be paid annual leave at the pre-reduction accrual rate and may continue to so elect until the preserved hours are exhausted. All payments of such accrued preserved leave will be paid annual leave loading of 17.5%. However, where the accrued annual leave exceeds 152 hours, before the reduction in contracted working hours occurs the Employer may direct that up to half of the accrued annual leave is taken by the Employee.

50.9 Cashing Out Annual Leave

- (a) An Employee may “cash out” an amount of annual leave credited to the employee (in lieu of the amount of annual leave) subject to the following:
- (i) Notwithstanding the above, an Employee’s “bank” of annual leave accrued must never fall below twenty (20) days (pro rata for part time).
 - (ii) On each occasion the Employee wishes to “cash out” an amount of annual leave, the Employee must advise the Employer in writing, of the Employee’s election to “cash out” an amount of annual leave and the amount of annual leave to be “cashed out”.

- (b) Any annual leave that is “cashed out” will be paid at the rate ordinarily paid for annual leave.
- (c) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of “cashed out” annual leave.

51 PERSONAL LEAVE

The provisions of this clause apply to full-time and part-time employees (on a pro rata basis) but do not apply to casual employees. The entitlements of casual employees are set out in the casual clause of this Agreement.

51.1 Definitions

For the purposes of any entitlement pursuant to this Agreement the term ‘**Immediate Family**’ is defined to mean a spouse or partner (of either sex including a former spouse, de facto spouse and a former de facto spouse), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners' parents), grandparents, grandchildren, partners' grandparents or grandchildren or siblings of the Employee or spouse.

51.2 Access to Paid Personal Leave

- (a) Paid personal leave is available to an employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purposes of providing care or support for an immediate family or household member who is sick and requires the employee’s care or support or who requires care or support due to an unexpected emergency; or
 - (iii) Due to the effects of family violence in accordance with clause 51.8.
- (b) The Employer may, in its discretion, grant paid leave consistent with the provisions for carer’s leave to provide care or support for a person who is not a member of the Employee’s household or who does not fall within the scope of the term ‘immediate family’.

51.3 Amount of Paid Personal Leave

- (a) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:
 - (i) up to 7 hours and 36 minutes, for each month of service in the first year of service;
 - (ii) up to 106 hours and 24 minutes in each year in the second, third and fourth years of service; and
 - (iii) up to 159 hours and 36 minutes in the fifth and following years of service.
- (b) In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.

51.4 Accrual of Personal Leave

- (a) The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year. Provided that, where a business is transmitted from one Employer (the old Employer), to another Employer (the new Employer), the new Employer shall be required to recognise the accrued leave of Employees who worked for the old Employer.
- (b) To the extent that this Agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.

51.5 **Personal Leave to Care for an Immediate Family or Household Member**

- (a) An employee is entitled to use accrued personal leave, each year to provide care or support for members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken is to be deducted from the amount of personal leave provided in Clause 51.2.
- (b) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (at their ordinary rostered shift length) for each permissible occasion, provided the evidentiary requirements are met.
- (c) The Employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness of the person concerned and that the illness is such as to require care or support by another.
- (d) The Employee must, where practicable, give the Employer:
 - (i) notice prior to the absence of the intention to take leave,
 - (ii) the name of the person requiring care or support and their relationship to the Employee,
 - (iii) the reasons for taking such leave; and
 - (iv) the estimated length of absence.
- (e) If it is not practicable for the employee to give prior notice of absence, the Employee must notify the employer by telephone of such absence at the first opportunity.

51.6 **Personal Leave to Attend Appointment**

Where an employee is absent from duty on account of or required to attend a registered health practitioner for an appointment, the employee shall be granted out of sick leave entitlements leave of absence for a period not exceeding five working days in aggregate in any sick leave year.

51.7 **Evidence Supporting Claim**

- (a) In the event of an employee becoming sick and:
- (i) certified as such by a registered health practitioner; or
 - (ii) on the production of a Statutory Declaration signed by the Employee on not more than three separate occasions in any one calendar year, for up to three days on each occasion;

he or she shall be entitled to personal leave on full pay.

- (b) Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness as provided in paragraph (a), on not more than three occasions in any one year of service. However, a certificate from a registered health practitioner must be provided where the Employee was:

- sick or injured during annual leave; or
- absent on the day immediately before or after a public holiday in

order for the personal leave to be paid.

- (c) When taking leave to provide care or support for a member of their immediate family or household who requires care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the employer or a statutory declaration, the general nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

- (d) Where an Employee is absent on the grounds of personal leave, the employee must give his or her employer notice of such absence in accordance with this section.

- (i) The notice must be given to the Employer as soon as reasonably practicable (which may be at a time that is before or after the period of personal leave has started).

- (ii) The notice must be to the effect that the Employee requires (or required) leave during the period:

(A) Because of a personal illness, or injury, of the Employee; or

(B) To provide care or support to a member of the Employee's immediate family, or a member of the employee's household who requires (or required) care or support because of an illness or injury affecting that member, or an unexpected emergency affecting the member.

- (iii) This section does not apply to an employee who could not comply with it because of circumstances beyond the employee's control.

51.8 Family Violence Leave

- (a) The Provisions of the NES apply. The parties to this agreement acknowledge that family violence is a serious issue in our community and is likely to affect a number of staff at any time. VECH is committed to the safety of staff and residents and seeks to develop a supportive workplace in which victims of family violence can come forward for help and support on a confidential basis.

Definition of Family Violence

- (b) Family and domestic violence is violence, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:
 - (i) seeks to coerce or control the person; and
 - (ii) causes the person harm or to be fearful.
- (c) An employee (including a casual employee if rostered on the day required) may take paid family and domestic violence leave if:
 - (i) the employee is experiencing family and domestic violence; and
 - (ii) the employee needs to do something to deal with the impact of the family and domestic violence; and
 - (iii) it is impractical for the employee to do that thing outside the employee's work hours.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by paragraph (b) include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.

- (d) General Measures
 - (i) An employee must give the employer notice of taking of leave under this clause as soon as practicable (which may be at a time after the leave has started) and the likely length of the leave.
 - (ii) Proof of family violence may be required by the Employer and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
 - (iii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
 - (iv) An Employee experiencing family violence may raise the issue with their immediate team leader and/or Human Resources. The team

leader may seek advice from Human Resources if the Employee chooses not to see the Human Resources.

- (v) Where requested by an Employee, Human Resources will liaise with the Employee's team leader on the Employee's behalf and will make a recommendation on the most appropriate form of support.
- (e) Leave
 - (i) VECH will allow employees who satisfy (b) above are entitled to up to 10 paid days in any 12 month period (from their anniversary of their employment) The purpose of the leave is to deal with the effects of family violence including relocation, attending court hearings, to make arrangements for children, accessing police [services](#), attending counselling and attending [appointments](#) with medical, financial or legal professionals.
 - (ii) The 10 days paid leave is not cumulative but is available in full at the start of each 12-month period.
 - (iii) Beyond 10 days, affected employees will need to agree specific arrangements with the nominated management contact. However, after having exhausted paid family violence leave, an employee is able to access accrued personal leave.

52 COMPASSIONATE LEAVE

The provisions of this clause apply to full-time and part-time Employees. The provisions also apply to casual Employees, however such leave is unpaid.

52.1 An Employee is entitled to two (2) days compassionate leave for each occasion (a *permissible occasion*) when a member of the Employee's immediate family or a member of the Employee's household:

- (a) dies; or
- (b) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
- (c) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (d) The Employee's current spouse, or de facto partner, has a miscarriage.

52.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- (a) 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; or
- (b) after the death of the member of the Employee's immediate family or household; or
- (c) after a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household,

if the child had been born alive; or

(d) after Employee's current spouse, or de facto partner, has a miscarriage

- 52.3 Leave may be taken for a particular permissible occasion as a continuous two day period or in two or more separate periods and the leave may be taken at any time while an illness or injury persists.
- 52.4 Any day or part of a day of compassionate leave is not deducted from the Employee's personal leave entitlement.
- 52.5 An employee must give his or her employer notice of the taking of leave under this clause by the employee. This notice must be given to the employer as soon as practicable (which may be a time after the leave has started) and must advise the employer of the period, or expected period, of leave.
- 52.6 Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of the Employer, if requested.
- 52.7 An Employee may take unpaid compassionate leave by agreement with the Employer.

53 PARENTAL LEAVE

- 53.1 The provisions of the NES apply. The following provisions provide entitlements in addition to the NES.
- 53.2 Where a permanent employee who qualifies to access the NES entitlement to unpaid leave, they will also be entitled to access one type of paid leave at the base rate of pay as follows:
- (a) Where the employee will be the primary care giver on and from the birth / adoption / permanent fostering (including a permanent care order) of a child, they shall be eligible to access paid leave as follows:

Birth or adoption on / after	Paid leave
From commencement of Agreement	3 weeks
1 July 2024	4 weeks
1 July 2025	5 weeks
1 July 2026	6 weeks

- (b) where the employee will not be the primary care giver on and from the birth, they will be eligible to access one week of paid partner leave.
- 53.3 Provided that an Employee who gives birth to a stillborn child (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, will be entitled to the full amount of any paid leave provided by this Agreement. In either of these circumstances, paid partner leave/primary carer leave will also apply.
- 53.4 Paid leave will apply in relation to each birth or adoption, regardless of whether the Employee has returned to work from unpaid or paid parental leave granted in respect to a previous birth or adoption. Where an Employee becomes pregnant or adopts again they will be entitled to request a new period of unpaid parental leave and be entitled to

a new period of paid parental leave in accordance with this clause.

- 53.5 If an employee is required to attend ante-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an employee, then on production of satisfactory evidence of attendance at such appointment or class, the employee may access his or her accrued personal leave under this Agreement. The employee must give the Employer prior notice of the employee's intention to take such leave.

54 LONG SERVICE LEAVE

54.1 Definitions

For the purpose of this clause the following definitions apply:

- (a) Eligible Employee means an Employee who is entitled to long service leave under the NES or this Agreement.
- (b) Pay means the remuneration for an employee's ordinary hours of work, based on the average hours worked (including time on authorised leave), either over the last one, three years or five years, whichever is more beneficial to the employee. Such average hours and the rate of pay are

to be calculated at the time the leave is taken or is paid out, or at the time of the death of the employee.
- (c) Month means a calendar month.
- (d) Transfer of business occurs in the circumstances described at s.311 of the Act.

Entitlement

- (e) An Eligible Employee (permanent Registered Nurses and both permanent and casual Enrolled Nurses, PCWs and all support staff) will be entitled to long service leave on pay, in respect of continuous service with the same Employer or continuous service as follows:
 - (i) 6 months (or 26 weeks) of long service leave on completing 15 years continuous service; and
 - (ii) 2 months (or 8.666 weeks) of long service leave on ordinary pay on completing each period of 5 years of continuous service after the first 15 years of continuous service.
- (f) Casual Registered Nurses are entitled to long service leave in accordance with clause 54.4 (i.e. half the accrual rate of eligible employees above) and the Victorian State *Long Service Leave Act 2018*). Entitlement to long service leave with less than 10 years continuous service:

From the dates set out in the below table (column 1), an Employee (excluding a casual RN) who meets the continuous service requirement (column 2) with the Employer will be entitled to a proportion of long service leave entitlement in advance (whether taken or paid out on termination of employment) – calculated at the rate of 0.8667 weeks per year of service or part thereof. The leave may be taken in one or more periods, with each period being not less than one week, and at a time mutually agreed between the Employer and the Employee.

Column 1 – date of proposed leave period	Column 2 – Continuous service
On commencement of the Agreement	8 years
1 March 2025	7 years

For removal of doubt, the entitlement to long service leave taken (or paid in lieu) in accordance with this clause 54.1(e), at or after 10 years continuous service, will be reduced by any leave taken in advance of entitlement pursuant to clause 54.1(f).

54.2 **Taking of leave**

(a) **When Leave is to be taken**

Long service leave will be granted by the Employer within six months from the date of the entitlement under clause 54.1(e), save that:

- (i) long service leave may be postponed to a mutually agreeable date; and
- (ii) if agreement cannot be reached, the date will be determined by a member of the Commission provided that such a determination will not require leave to commence before six months from the date of such determination.

(b) **How leave is to be taken**

Long service leave will be taken:

- (i) in one period or more periods, with each period being not less than 1 week; or
- (ii) any other way agreed upon by the Employer and Employee.

(c) **Flexible taking of leave: Double leave at half pay or half leave at double pay**

- (i) An Employer may approve an application by an Eligible Employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.
- (ii) Eligible Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 54.2(a) The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (iii) The Employer, if requested by the Eligible Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under subclause 54.2(a).
- (iv) If granting the request under this sub-clause would result in an additional cost to the Employer, then it is not practical to grant an Eligible Employee's request.

- (v) Flexible taking of long service leave does not affect an Employees period of continuous service recognised. For example, an Employee taking 12 months at half pay will, for the purpose of calculating continuous service, have six (6) months of continuous service recognised. An Employee taking three (3) months at double pay will have 6 months of continuous service recognised. In either case service will not be broken.

(d) **Long Service Leave in advance**

If an Eligible Employee has completed ten years' continuous service, an Employer may grant long service leave after 10 years and before 15 years. An application for pro rata leave in advance will not be unreasonably refused.

(e) **Long Service Leave is inclusive of Public Holidays and Accrued days off**

Long service leave is inclusive of any public holiday or ADO.

54.3 **Payment for period of leave**

- (a) Payment will be made in one of the following ways:

- (i) in full in advance when the Eligible Employee commences her/his leave; or
- (ii) at the same time as payment would have been made if the Eligible Employee had remained on duty; or
- (iii) in any other way agreed between the Employer and the Eligible Employee.

- (b) Where an Eligible Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Eligible Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

54.4 **Calculating continuous service for casual Registered Nurses**

- (a) **Continuous Service – RN Casual Employment only**

Subject to this clause, continuous service of a Registered Nurse as a casual employee will accrue at the rate of 0.8667 weeks of service provided that:

- (i) For the purpose of this clause, 'Continuous Employment' has the same meaning as Part 2 of the *Long Service Leave Act 2018* (Vic).
- (ii) The provisions of this subclause are to be read subject to the *Long Service Leave Act 2018* (Vic), the NES, and any binding authority of a Court of Competent Jurisdiction.
- (iii) There is no retrospective limit on the accrual related to casual service.

- (b) **Continuous Employment – RN Mixed Full-time/Part-time and Casual**
- (i) ‘Permanent Accrual Rate’ means an accrual rate of 1.733 weeks’ per year of service, in accordance with subclause 54.1(e) above for a full-time or part-time Employee.
 - (ii) ‘Casual Accrual Rate’ means an accrual rate of 0.8667 weeks’ per year of service. There is no retrospective limit on the accrual related to casual service. The casual accrual rate only applies to casual registered Nurses.
 - (iii) Where a Registered Nurse has Continuous Employment that includes a mixture of full-time/part-time, on the one hand, and casual employment on the other, the accrual rates for long service leave will correspond to the relative periods of each type of the employment. That is, periods of full-time/part-time service will, for long service leave purposes, accrue at the Permanent Accrual Rate and the periods of casual employment will accrue at the Casual Accrual Rate. If engagement patterns vary throughout a period of Continuous Employment, then the relevant accrual rates for long service leave will correspond to the specific periods of full-time/part-time employment and casual engagement.
 - (iv) For the purpose of this clause, ‘Continuous Employment’ has the same meaning as part 2 of the of the *Long Service Leave Act 2018* (Vic).
 - (v) The provisions of this subclause are to be read subject to the whole the *Long Service Leave Act 2018* (Vic), the NES, and any binding authority of a Court of Competent Jurisdiction.

54.5 Continuous service and its interaction with absences or interruptions in employment

The absences or interruptions mentioned in this subclause do not break an Eligible Employee’s continuous service.

(a) **Periods that count towards continuous service**

The following periods count towards an Eligible Employee’s period of continuous service (subject to section 22 of the *Fair Work Act 2009* which will prevail to the extent of any inconsistency):

- (i) the taking of any paid leave (including annual leave, personal leave and long service leave);
- (ii) any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;
- (iii) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (iv) any absence on account of injury arising out of or in the course of the employment for a period during which an Eligible Employee is receiving workers compensation payments under legislation and/or accident pay under clause 62 (Accident Make- Up Pay);

- (v) any unpaid leave of absence of the Eligible Employee, including unpaid Parental Leave, where the absence is authorised in advance in writing by the Employer to be counted as service;
 - (vi) any absence from employment on defence service in accordance with section 8 of the *Defence Reserve Service (Protection) Act 2001*;
 - (vii) a period of absence on community service leave under the Act.
- (b) **Periods that do not break continuous service but do not count towards continuous service**

Unless otherwise agreed in writing in advance, the following periods do not break continuous service but do not count towards an Eligible Employee's continuous service:

- (i) **any other authorised period of unpaid leave including unpaid parental leave;**
- (ii) any interruption arising directly or indirectly from an industrial dispute;
- (iii) any period between the engagement with one Institution or Statutory Body and another provided it is less than the allowable period of absence from employment;
- (iv) the dismissal of an Eligible Employee if the Eligible Employee is re-Employed within a period not exceeding two months from the date of such dismissal;
- (v) any absence on account of injury arising out of or in the course of her/his employment not covered by a period in which an Eligible Employee is receiving accident make up pay or other paid leave;
- (vi) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given;
- (vii) any absence from work of a female Eligible Employee for a period not exceeding twelve months in respect of any pregnancy.

54.6 **Records**

The Employer will keep a long service leave record for each Eligible Employee, containing particulars of service, leave taken and payments made.

54.7 **Transfer of business**

Where a transfer of business occurs, an Employee who worked with the old employer and who continues in the service of the new employer will be entitled to count her/his service with the old employer as service with the new employer for the purposes of this clause.

54.8 Termination of Employment

- (a) Basic entitlement at termination of employment

An Eligible Employee with ten or more years of continuous service and whose employment terminates for any cause, other than serious and wilful misconduct, is entitled to payment in lieu of untaken long service leave of an amount equal to one thirtieth of the period of continuous service less any long service leave taken

- (b) Payment in lieu of long service leave on the death of an Eligible Employee

Where an Eligible Employee who has completed at least ten years' service dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Eligible Employee's personal representative equal to one thirtieth of the period of continuous service less any long service leave taken.

54.9 Consultation and Information

- (a) The Employer will use its best endeavours to consult with an employee on long service leave if there is any proposed change to the classification, pay, hours or location of the employee who is on long service leave, including the provision of information and the opportunity to discuss the impacts of the proposal.
- (b) If an employee proposes to reduce their hours of work they will be given information about the potential impact on their long service leave entitlement before such reduction in hours is agreed to and takes effect.

55 PUBLIC HOLIDAYS

55.1 An Employee shall be entitled to holidays on the following days:

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, the Friday before AFL Grand Final Day, Christmas Day and Boxing Day; and
- (b) The following days, as prescribed in the relevant States and localities:
Australia Day, Anzac Day, Monarch's Birthday and Labour Day; and
- (c) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.

55.2 For full-time Monday to Friday Employees and/or part-time Employees engaged to work in wards/units, facilities or services (however styled) that operate only on a Monday to Friday basis:

- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
- (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December; and
- (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

55.3 For all other Employees, including casuals:

- (a) Christmas Day shall be observed on 25 December;
- (b) Boxing Day shall be observed on 26 December;
- (c) New Year's Day shall be observed on 1 January; and
- (d) Australia Day shall be observed on 26 January.

55.4 Those Employees, subject to Clause 55.3, who work on the actual public holiday will be paid penalty rates on that day in accordance with this Clause. Work performed on a substitute public holiday will be paid at ordinary rates. , A full-time Monday to Friday Employee or a part-time Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday penalty rates when they work on the substitute public holiday.

55.5 Where in a State or locality, public holidays are declared or prescribed on days other than those set out in Clauses 55.1 to 55.3, those days shall constitute additional holidays and public holiday penalty rates and rostered-off benefit provisions shall apply on that additional day. For example, where Christmas day or Boxing Day falls on Saturday 25 December or Sunday 26 December but there is an additional public holiday under the Public Holidays Act on Monday 27 or Tuesday 28 December, then a shift worker who works on any of these days will be paid penalty rates.

55.6 Registered Nurses

- (a) Any Registered Nurse who is required to be on duty on a day referred to in accordance with Clauses 55.1 to 55.5 above shall be paid 200% of their ordinary pay.

55.7 Rates for casual RNs are contained in clause 25.7 Enrolled Nurses and Aged Care Classifications

- (a) Any Enrolled Nurse or HASA Employee who works on a day referred to in accordance with Clauses 55.1 to 55.5 above shall be entitled to be paid double time and a half for the time worked. Rates for casual ENs and HASA employees are setout in clause 25.7.
- (b) In respect of Easter Saturday, an Enrolled Nurse or HASA Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the employee may take one day off in lieu or have one day added to his or her annual leave.

55.8 Accrued Days Off on Public Holidays

Where a Registered Nurse's accrued day off falls on a holiday pursuant to this clause, on which the Employee would have been required to be on duty, another day shall be determined by the Employer to be taken in lieu thereof, such day to be within the same four week (or five week) work cycle where practical, as the case may be.

55.9 Public Holidays occurring on Rostered Days Off

Full-time Employees

- (a) Registered Nurses shall receive a sum equal to a day's ordinary pay for

public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday and Friday employees.

- (b) If such a day falls on an Enrolled Nurse or Aged Care employee's rostered day off he or she shall be entitled to one and a half times the payment for his or her ordinary day; or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take a day and half off in lieu or have a day and a half added to his or her annual leave, excepting holidays falling on Saturday or Sunday with respect to Monday and Friday employees.

Part-time Employees

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday. "Ordinarily required" means that the Employee has worked at least 50% or more of the particular day on which the public holiday falls during the last six months (not counting authorized leave)

55.10 Public Holidays occurring during Annual Leave or Personal Leave

If the period during which an employee takes paid annual leave or 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 annual leave or paid personal leave on that public holiday.

56 CEREMONIAL LEAVE

An Employee who is required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes or to attend NAIDOC week will be entitled to up to ten working days unpaid leave in any one year, with the approval of the Employer.

57 COMMUNITY SERVICES LEAVE

57.1 Blood Donors Leave

An Employer will release full-time Employees upon request on a maximum of two occasions per year to donate blood in paid time at a nominated time where a mobile collection unit or donor collection centre is located within five kilometres of the aged care facility. Employees will give at least seven days' notice to the Employer and such release will take into account the staffing and workload needs of the facility.

57.2 Emergency Service Leave

- (a) An employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the *Fair Work Act 2009*, subject to the employee providing to the Employer:-
- (i) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and
 - (ii) evidence that would satisfy a reasonable person that the employee has been or will be engaging in an eligible emergency management activity.

- (b) Payment for such attendance shall be restricted to a maximum of three shifts per annum (non-cumulative), at the employee's ordinary base rate of pay. Casual employees shall not be entitled to payment under this sub-clause, but shall still have the right to be absent from work subject to complying with the notice requirements under paragraph (a).

57.3 Jury Service

- (a) An Employee (including an eligible casual employee subject to the *Juries Act 2000*) who is required to appear as a result of a summons for jury duty or to appear and serve as a juror in any court shall be entitled to be paid for the Employee's ordinary hours of work (including any shift loadings and regular allowances) for the period during which attendance at court is required (whether or not he or she ultimately serves as a juror).
- (b) The Employer may require the Employee as soon as practicable to provide proof of their requirement to attend jury duty to their manager. In such case the Employee shall provide a copy of the summons to attend jury duty and a record of any payments received from the courts as proof of attendance.
- (c) The Employee shall be required to reimburse to the Employer any monies payable to the Employee from the courts for such attendance (excluding expenses) which required the employee's absence from work.

PART H – ANCILLARY AND DISPUTE SETTLEMENT

58 DISPUTE RESOLUTION PROCEDURE

58.1 This dispute resolution procedure will apply to any dispute arising in relation to the application of:

- this Agreement; or
- the National Employment Standards

In the event of a dispute in relation to the above, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.

58.2 A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.

58.3 If the grievance is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.

58.4 The above steps shall take place within a reasonable period of time and without unreasonable delay.

58.5 If a dispute, as defined in clause 58.1, is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

58.6 It is a term of this agreement that while the dispute resolution procedure is being

conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to the Fair Work Commission, up to the first hearing and then subject to any direction of the FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.

- 58.7 The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.

59 DISCIPLINARY PROCEDURE

- 59.1 Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- 59.2 If there are further conduct or performance issues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- 59.3 In the event that there are further conduct or performance issues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file. In relation to a serious matter, the Employer may issue a first and final warning in the first instance.
- 59.4 In the event of the matter recurring, then the Employee may be terminated after the matters have been investigated and is found to be substantiated.
- 59.5 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009*). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a warning may be issued under Clauses 59.2 or 59.3.
- 59.6 During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including the ANMF or HWU. The procedure may be delayed due to the unavailability of the employee's chosen representative. However, in accordance with the principles of natural justice disciplinary matters are to be dealt with in a timely manner and the process will not be unreasonably delayed on account of the unavailability of the employee's chosen representative.
- 59.7 The Employer may be represented by the representative of their choice.
- 59.8 Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.
- 59.9 This clause (clause 59.1-59.8) will only apply to an employee who has at least 6 months continuous service with the Employer.
- 59.10 Exception - Employees who have not completed a minimum period of employment with the Employer
- 59.11 Where an Employee has not completed a period of employment with their Employer

of at least the minimum employment period defined at section 383 of the Act, and the Employer is considering the termination of the Employee's employment, the Employer will:

- (a) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;
- (b) advise the Employee of their right to have a representative, including a Union representative;
- (c) other than in the case of Serious Misconduct, provide the Employee with an opportunity to improve their Performance or Conduct;
- (d) meet with the Employee (and, where relevant, their representative); and
- (e) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

60 NOTICE BOARD

The Employer shall make available a union Notice Board in the work location that is accessible to Employees, for the purpose local Employee Union delegates or approved contacts, or Union Organisers or other Union staff (subject to right of entry requirements), posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings.

61 CONSULTATION

61.1 This term applies if the employer:

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

Major change

61.2 For a major change referred to in paragraph 61.1(a):

- (a) the employer must notify the relevant employees of the decision to introduce the major change; and
- (b) subclauses 61.3 to 61.9 apply.

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

61.4 If:

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

the employer must recognise the representative.

- 61.5 As soon as practicable after making its decision, the employer must:
- (a) discuss with the relevant employees
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the employees; and
 - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
 - (b) for the purposes of the discussion—provide, in writing, to the relevant employees:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the employees; and
 - (iii) any other matters likely to affect the employees.
- 61.6 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 61.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees.
- 61.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in paragraph 63.2(a) and subclauses 63.3 and 63.5 are taken not to apply.
- 61.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:
- (a) the termination of the employment of employees; or
 - (b) major change to the composition, operation or size of the employer's workforce or to the skills required of employees; or
 - (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
 - (d) the alteration of hours of work; or
 - (e) the need to retrain employees; or
 - (f) the need to relocate employees to another workplace; or
 - (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

- 61.10 For a change referred to in paragraph 61.1(b):
- (a) the employer must notify the relevant employees of the proposed change; and

(b) subclauses 61.11 to 61.15 apply.

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

61.12 If:

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

the employer must recognise the representative.

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

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

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

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

61.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 61.1.

62 ACCIDENT PAY

Accident Pay shall be in accordance with Appendix D.

63 TRADE UNION REPRESENTATIVES

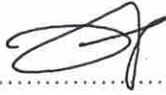
63.1 The Employer recognises the right of all Employees to join, or not to join, a union.

63.2 The Employer recognises the right of all Employees to access meaningful representation, to participate collectively in workplace issues, and to collectively bargain. Where an Employee elects to be a member of a union, the employer will respect the Employee's right to consult on workplace matters through their workplace delegate.

- 63.3 The Employer will upon application grant, up to three days' leave with pay in each calendar year, non-cumulative to one job representative or delegate nominated by each of the ANMF and HWU respectively (a maximum of six days in total) to attend union conference or courses conducted by an accredited training provider and, approved by the Union or TUTA (or its successors) on the following conditions:
- (a) the scope, content and level of the conference or courses includes material that will to the enhancement of the representative's understanding of the industrial relations system and/or the technical aspects and content of enterprise agreements and/or bargaining and/or dispute resolution; ;
 - (b) that four weeks period of notice is provided to the Employer;
 - (c) the taking of leave is arranged having regard to the operational requirements of the Employer and;
 - (d) leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 63.4 Workplace delegates may also access leave without pay, or Annual Leave, for the purposes of attending such training.
- 63.5 Leave of absence in accordance with this clause may include any necessary travelling time in normal hours immediately before or after the course.
- 63.6 Reasonable access to communication facilities in order that they are able to perform their duties will be provided to workplace delegates.

SIGNING CLAUSE

DATED this 19 day of June 2024



.....
HENRY HENG

[Signature on behalf of Victorian Elderly Chinese Welfare Society Inc]

.....
Print Name

I declare that I am authorised to sign this Agreement on behalf of the named Employer]

77 Hurtle Street, Ascot Vale, VIC 3032

.....
[Address]

DATED this day of 2024

.....
[Signature: on behalf of the Australian Nursing and Midwifery Federation as a Nominated Bargaining Representative]

.....
Print Name

I declare that I am authorised to sign this Agreement on behalf of the named Bargaining Representative.

535 Elizabeth Street, Melbourne VIC 3000

[Address]

DATED this day of 2024

.....
Signature: on behalf of The Health Services Union No 1 Branch, trading as the 'Health Workers Union' as a Nominated Bargaining Representative] Print Name

I declare that I am authorised to sign this Agreement on behalf of the named Bargaining Representative

10A/663 Victoria St, Abbotsford VIC 3067

[Address]

APPENDIX A – WAGE RATES

	On commencement	1/07/2024	1/07/2025	1/07/2026
CLASSIFICATION		3%	3%	3%
	\$	\$	\$	\$
Registered Nurse Grade 1				
Year 1 (Grad Year) - Allowance rate for Shift Allowances	1341.58	1381.82	1423.28	1465.98
Registered Nurse Grade 2				
Year 1 (Base Rate)	1426.87	1469.68	1513.77	1559.18
Year 2	1661.60	1711.44	1762.79	1815.67
Year 3	1775.22	1828.47	1883.33	1939.83
Clinical Nurse Specialist				
Registered Nurse 3A				
Year 1	1824.89	1879.64	1936.03	1994.11
Year 2	1850.74	1906.26	1963.45	2022.35
Registered Nurse 3B				
Year 1	1889.06	1945.74	2004.11	2064.23
Year 2	1926.65	1984.44	2043.98	2105.30
Registered Nurse 4A				
Year 1	1976.33	2035.62	2096.69	2159.59
Year 2	2020.78	2081.40	2143.85	2208.16
Registered Nurse 4B				
Year 1	2064.15	2126.08	2189.86	2255.55
Year 2	2107.22	2170.44	2235.55	2302.62
Year 3	2158.89	2223.66	2290.37	2359.08
Registered Nurse Grade 5				
13 - 50 Beds	2068.27	2130.32	2194.23	2260.05
51 - 200 Beds	2149.45	2213.94	2280.36	2348.77
Registered Nurse Grade 6				
Up to 50 Beds (plus 0.065% per Bed)	2089.93	2152.63	2217.21	2283.72
50 - 100 Beds (plus 0.065% per Bed)	2106.65	2169.85	2234.94	2301.99
100 and over Beds (plus 0.032%)	2121.47	2185.11	2250.67	2318.19
Registered Nurse Grade 7				
Up to 50 Beds (plus 0.24% per bed)	2182.13	2247.60	2315.03	2384.48
50 - 100 Beds (plus 0.12% per bed)	2199.23	2265.21	2333.17	2403.16

100 and over Beds (plus 0.05% per bed)	2215.57	2282.04	2350.50	2421.02
ALLOWANCES				
AM/PM Shift	33.54	34.55	35.58	36.65
Night Shift	67.08	69.09	71.16	73.30
On Call (5%)	71.34	73.48	75.69	77.96
Qualifications Allowance				
Hospital/Grad Certificate	57.07	58.79	60.55	62.37
Post Grad Dip/Degree	92.75	95.53	98.40	101.35
Masters Degree	107.02	110.23	113.53	116.94
Doctorate	121.28	124.92	128.67	132.53
see below for other allowances				

ENROLLED NURSES	On commencement	1/07/2024	1/07/2025	1/07/2026
CLASSIFICATION		3%	3%	3%
		\$	\$	\$
Trainee (95% of PP 1)				
Pay Point 1 - allowance rate	1165.4	1200.36	1236.37	1273.46
Pay Point 2 - not used				
Pay Point 3 - Diploma	1281.94	1320.40	1360.01	1400.81
Pay Point 4	1298.99	1337.96	1378.10	1419.44
Pay Point 5	1316.26	1355.75	1396.42	1438.31
Pay Point 6	1335.18	1375.24	1416.49	1458.99
Pay Point 7	1348.6	1389.06	1430.73	1473.65
Pay Point 8				
ALLOWANCES (per shift)				
AM/PM Shift	29.14	30.01	30.91	31.84
Night Shift	58.27	60.02	61.82	63.67
Change of Shift	46.62	48.01	49.45	50.94
On Call (5%)	58.27	60.02	61.82	63.67
In Charge of facility	50	51.50	53.05	54.64
Leader Allowance (10% of Base Rate) per week	116.54	120.04	123.64	127.35
Nauseous Allowance				
Per hour	0.54	0.56	0.57	0.59
Min per week	3.09	3.18	3.28	3.37
Dirty and Offensive Linen	0.62	0.63	0.65	0.67
Qualification Allowance (eg Med. Endorsement) is payable at either 4% or 7.5% of applicable pay point rate				
NB: All increases are effective from the first full pay period commencing on or after the dates specified above				

Nauseous Allowance is payable separately in accordance with the Awards as incorporated				
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Other Allowances (Div 1 & Div 2)	On comm.	1/07/2024	1/07/2025	1/07/2026
		3%	3%	3%
		\$	\$	\$
RN Meal Allowance(per occasion)				
After usual finishing beyond 1 hour, Mon-Fri	14.22	14.64	15.08	15.53
After usual finishing beyond 4 hours, Mon-Fri (further payment to the above)	11.72	12.07	12.44	12.81
Overtime beyond 5 hours on Sat- Sun or rostered day off	14.22	14.64	15.08	15.53
Overtime beyond 9 hours on Sat- Sun or rostered day off (further payment to the above)	11.72	12.07	12.44	12.81
EN Meal Allowance (per occasion)				
Overtime beyond 1 hour, Mon-Fri	16.60	17.10	17.61	18.14
Overtime beyond 4 hours, Mon-Fri (further payment to the above)	12.89	13.28	13.67	14.09
Work beyond 5 hours on Sat-Sun or on rostered day off	16.60	17.10	17.61	18.14
Work beyond 9 hours on Sat-Sun or rostered day off (further payment to the above)	12.89	13.28	13.67	14.09
RN uniform, lesser of:				
Per day	1.55	1.60	1.64	1.69
Per week	7.96	8.20	8.44	8.69
RN Laundry, lesser of:				
Per day	0.43	0.45	0.46	0.48
Per week	2.04	2.10	2.16	2.23
EN Uniform, lesser of:				
Per day	1.69	1.74	1.79	1.84
Per week	8.52	8.77	9.04	9.31
EN Laundry, lesser of:				
Per day	0.42	0.44	0.45	0.46
Per week	2.06	2.12	2.18	2.25
Vehicle (cents per kilometre)	c			

35 PMU and over	136.86	140.96	145.19	149.55
Under 35 PMU	114.58	118.01	121.55	125.20
Motor cycles -				
250 cc and over	63.65	65.56	67.53	69.56
Under 250 cc	49.86	51.36	52.90	54.49
Occasional Interpreter				
Per occasion (c per hr)	1.06	1.09	1.13	1.16
Per week \$	13.37	13.77	14.18	14.61

WAGES - PERSONAL CARE WORKERS and HASA STAFF				
CLASSIFICATION				
Stage 3 employees	On commencement	1/07/2024	1/07/2025	1/07/2026
		3%	3%	3%
		\$	\$	\$
Wage Skill Group 1				
1st year of exp.	981.44	1010.88	1041.21	1072.44
2nd year of exp.	990.38	1019.82	1050.15	1081.38
3rd year of exp.	999.85	1029.29	1059.62	1090.85
4th year of exp.	1008.38	1037.82	1068.15	1099.38
5th year of exp.	1016.90	1046.34	1076.67	1107.90
Wage Skill Group 2				
1st year of exp.	1012.42	1042.79	1074.07	1106.30
2nd year of exp.	1021.47	1051.84	1083.12	1115.35
3rd year of exp.	1030.93	1061.30	1092.58	1124.81
4th year of exp.	1039.46	1069.83	1101.11	1133.34
5th year of exp.	1047.99	1078.36	1109.64	1141.87
Wage Skill Group 3				
1st year of exp.	1033.37	1064.37	1096.30	1129.19
2nd year of exp.	1046.79	1077.79	1109.72	1142.61
3rd year of exp.	1061.24	1092.24	1124.17	1157.06
4th year of exp.	1073.93	1104.93	1136.86	1169.75
5th year of exp.	1086.72	1117.72	1149.65	1182.54
Wage Skill Group 4				
1st year of exp.	1043.29	1074.59	1106.83	1140.03
2nd year of exp.	1056.81	1088.11	1120.35	1153.55
3rd year of exp.	1071.16	1102.46	1134.70	1167.90
4th year of exp.	1083.95	1115.25	1147.49	1180.69
5th year of exp.	1096.75	1128.05	1160.29	1193.49
Wage Skill Group 5				
1st year of exp.	1068.33	1100.38	1133.39	1167.39
2nd year of exp.	1081.75	1113.80	1146.81	1180.81
3rd year of exp.	1096.10	1128.15	1161.16	1195.16
4th year of exp.	1108.89	1140.94	1173.95	1207.95
5th year of exp.	1121.68	1153.73	1186.74	1220.74
Wage Skill Group 6				
1st year of exp.	1078.72	1111.08	1144.42	1178.75
2nd year of exp.	1092.14	1124.50	1157.84	1192.17
3rd year of exp.	1106.59	1138.95	1172.29	1206.62
4th year of exp.	1119.28	1151.64	1184.98	1219.31
5th year of exp.	1132.07	1164.43	1197.77	1232.10
Wage Skill Group 7				
1st year of exp.	1101.64	1134.69	1168.73	1203.79

2nd year of exp.	1115.06	1148.11	1182.15	1217.21
3rd year of exp.	1129.41	1162.46	1196.50	1231.56
4th year of exp.	1142.20	1175.25	1209.29	1244.35
5th year of exp.	1154.99	1188.04	1222.08	1257.14
Wage Skill Group 8				
1st year of exp.	1120.10	1153.70	1188.31	1223.96
2nd year of exp.	1133.72	1167.32	1201.93	1237.58
3rd year of exp.	1147.97	1181.57	1216.18	1251.83
4th year of exp.	1147.24	1180.84	1215.45	1251.10
5th year of exp.	1173.56	1207.16	1241.77	1277.42
Wage Skill Group 9				
1st year of exp.	1145.29	1179.65	1215.04	1251.49
2nd year of exp.	1158.71	1193.07	1228.46	1264.91
3rd year of exp.	1172.95	1207.31	1242.70	1279.15
4th year of exp.	1185.75	1220.11	1255.50	1291.95
5th year of exp.	1198.54	1232.90	1268.29	1304.74
Wage Skill Group 10				
1st year of exp.	1199.29	1235.27	1272.33	1310.50
2nd year of exp.	1212.71	1248.69	1285.75	1323.92
3rd year of exp.	1227.06	1263.04	1300.10	1338.27
4th year of exp.	1239.85	1275.83	1312.89	1351.06
5th year of exp.	1252.54	1288.52	1325.58	1363.75
Wage Skill Group 11				
1st year of exp.	1250.96	1288.49	1327.14	1366.96
2nd year of exp.	1264.38	1301.91	1340.56	1380.38
3rd year of exp.	1278.62	1316.15	1354.80	1394.62
4th year of exp.	1291.42	1328.95	1367.60	1407.42
5th year of exp.	1304.21	1341.74	1380.39	1420.21
Allowances (per shift)				
AM/PM shift	26.73	27.54	28.36	29.21
Night Shift	53.42	55.02	56.67	58.37
Change of Shift	42.75	44.04	45.36	46.72
On Call Allowance (2.5%)	26.73	27.54	28.36	29.21
Leader Allowance (10%) per week	106.83	110.04	113.34	116.74
Nauseous Allowance (NA)	0.56	0.58	0.60	0.61
Minimum weekly NA	2.91	2.99	3.08	3.18
Stage 2 employees	On commencement	1/07/2024	1/07/2025	1/07/2026
		3%	3%	3%
Wage Skill Group 3		\$	\$	\$
1st year of exp.	1167.51	1202.53	1238.61	1275.77
2nd year of exp.	1180.93	1215.95	1252.03	1289.19
3rd year of exp.	1195.38	1230.40	1266.48	1303.64
4th year of exp.	1208.07	1243.09	1279.17	1316.33

5th year of exp.	1220.86	1255.88	1291.96	1329.12
Wage Skill Group 5				
1st year of exp.	1209.31	1245.59	1282.95	1321.44
Wage Skill Group 6				
1st year of exp.	1219.70	1256.29	1293.98	1332.80
2nd year of exp.	1233.94	1269.71	1307.40	1346.22
3rd year of exp.	1249.27	1284.16	1321.85	1360.67
4th year of exp.	1262.73	1296.85	1334.54	1373.36
5th year of exp.	1276.30	1309.64	1347.33	1386.15
Wage Skill Group 8				
1st year of exp.	1266.02	1304.00	1343.12	1383.41
2nd year of exp.	1279.64	1317.62	1356.74	1397.03
3rd year of exp.	1293.89	1331.87	1370.99	1411.28
4th year of exp.	1293.16	1331.14	1370.26	1410.55
5th year of exp.	1319.48	1357.46	1396.58	1436.87
Wage Skill Group 11				
1st year of exp.	1407.52	1449.75	1493.24	1538.04
2nd year of exp.	1420.94	1463.17	1506.66	1551.46
3rd year of exp.	1435.18	1477.41	1520.90	1565.70
4th year of exp.	1447.98	1490.21	1533.70	1578.50
5th year of exp.	1460.77	1503.00	1546.49	1591.29
Allowances (per shift)				
AM/PM shift	30.23	31.14	32.07	33.04
Night Shift	60.47	62.28	64.15	66.07
Change of Shift	48.37	49.82	51.32	52.86
On Call Allowance (2.5%)	30.23	31.14	32.07	33.04
Nauseous Allowance (NA)	0.56	0.58	0.60	0.61
Minimum weekly NA	2.91	2.99	3.08	3.18

All HASA classifications				
Other Allowances (per occasion)				
	On commencement	1/07/2024	1/07/2025	1/07/2026
Meal		\$	\$	\$
Overtime beyond 1 hour, Mon-Fri	14.27	14.70	15.14	15.59
	0.00	0.00	0.00	0.00
Overtime beyond 4 hours, Mon-Fri (further payment to the above)	11.46	11.80	12.16	12.52
Work beyond 5 hours on Sat-Sun or on rostered day off	15.38	15.84	16.32	16.81
Work beyond 9 hours on Sat-Sun or rostered day off (further payment to the above)	12.36	12.73	13.11	13.51

Meal (Shift Employees) per occasion				
Overtime beyond 1 hour	14.27	14.70	15.14	15.59
Overtime beyond 4 hours (further payment to above)	11.46	11.80	12.16	12.52
Work beyond 5 hours on rostered day off	15.38	15.84	16.32	16.81
Work beyond 9 hours on rostered day off (further payment to above)	12.36	12.73	13.11	13.51
Uniform, lesser of:				
Per day	1.89	1.95	2.00	2.06
Per week	9.51	9.79	10.08	10.39
Laundry, lesser of:				
Per day	0.49	0.50	0.52	0.53
Per week	2.26	2.33	2.40	2.47
Vehicle Per kilometre cents:	c	c	c	c
35 PMU and over	93.15	95.94	98.82	101.78
Under 35 PMU	76.60	78.89	81.26	83.70
Motor cycles - 250 cc and over	44.88	46.22	47.61	49.04
Under 250 cc	33.74	34.75	35.79	36.86
Bicycles	11.25	11.58	11.93	12.29
Tools - Chefs and Cooks (\$ per week)	16.82	17.32	17.84	18.37
Occasional Interpreter				
Per occasion	1.04	1.07	1.10	1.14
Per week	13.10	13.50	13.90	14.32

APPENDIX B – CLASSIFICATION DEFINITIONS HASA

CLASSIFICATIONS

Personal Care Worker

The Personal Care Worker structure shall be as follows:

1 **Personal Care Worker Grade 1 (Wage Skill Group 3)**

Means a person employed in a Residential Aged Care Facility to provide personal care to those residents. Such an Employee does not possess any accredited training.

2 **Personal Care Worker Grade 2 (Wage Skill Group 6)**

Means a person employed in a Residential Aged Care Facility to provide personal care to those residents.

2.1 Such an Employee holds a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules, unless a recognised RPL (Recognition of Prior Learning) or recognition of existing competencies assessment has been undertaken and resulted in appropriate credits.

2.2 For such an Employee, training in the following is also required:

- first aid equal to a basic first aid certificate,
- manual handling,
- infection control,
- communication skills, and
- basic personal care of residents.

2.3 Where the Employee does not have the training at Paragraph 2.2 above and at the request of the Employee, such training shall be provided by and at the cost of the Employer. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid at Personal Care Worker Grade 2 from the time of completion of the Certificate 3 in Aged Care.

3 **Personal Care Worker Grade 3 (Wage Skill Group 8)**

Means a person employed to provide personal care to those residents.

- 3.1 Such an Employee, in addition to having had not less than two years experience as a personal care worker and the training required at a Personal Care Worker 2 classification; holds a relevant qualification in Aged Care at Certificate 4 level that has been issued by a registered training organisation. An Employee will be classified and paid at PCW Grade 3 by virtue only of holding the Cert IV qualification and completing the required experience as a PCW Grade 2.
- 3.2 For such an Employee, training in the following is also a requirement:
- Basic computer skills,
 - Dealing with dementia,
 - Monitoring care of the incontinent resident,
 - Skin care,
 - Simple wound monitoring,
 - Diabetes awareness,
 - Infection control, and
 - Behaviour management.
- 3.3 Where the Employee does not have the training at Paragraph 3.2 above, and at the request of the Employee, such training shall be provided by and at the cost of the Employer. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid as a Personal Care Worker Grade 3 from the time of completion of the Certificate 4 in Aged Care.

4 **Personal Care Worker Grade 4 (Wage Skill Group 11)**

Means a person employed 10.3, appointed as the personal care supervisor/coordinator, and who holds the overall responsibility of managing the residents' personal care needs on a day to day basis. A PCW Grade 4 will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

5 **Personal Care Worker In-Charge**

Means a personal care worker who is appointed in-charge in the off duty period of the personal care supervisor/coordinator (the PCW Grade 4) As prescribed by Clause 19 such a person will be entitled to be paid the Leader allowance of 10% per period of duty calculated as 10% of the total ordinary wages earned for each such period of duty. Ordinary wages do not include weekend penalty rates, public holiday rates or any other such penalties. A PCW Worker In- Charge (Low Care) will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

6 No Employee under the Agreement shall be re-classified to a lower classification as a direct or sole result of the introduction of the classification structure under the Agreement.

7 Where an Employee obtains a certificate that entitles them to a higher classification / wage skill group, the Employee shall be reclassified from the date the certificate is obtained or the date that evidence of attainment is provided to the Employer, whichever is later.

LEISURE / LIFESTYLE AND ACTIVITIES STRUCTURE

Included below is the staffing structure for Leisure and Lifestyle Assistants, however titled, within residential aged care facilities. A 'Wage Skill Group' refers to the Wage Skill Group Structure as outlined in this Agreement.

The structure shall be as follows:

1. Leisure and Lifestyle Assistant Grade 1 (Wage Skill Group 3)

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

2 Leisure and Lifestyle Assistant Grade 2 (Wage Skill Group 6)

- 2.1 Means a person employed in a Residential Aged Care Facility to provide activities/diversional therapy to those residents.
- 2.2 Such an Employee must have a Certificate 3 qualification in Leisure and Lifestyle, Diversional Therapy or other relevant qualification from a Registered Training Organisation.
- 2.3 Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Co-ordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

3 Leisure and Lifestyle Assistant Grade 3 (Wage Skill Group 8)

- 3.1 Means a person employed in Residential Aged Care Facility to provide activities/diversional therapy to those residents.
- 3.2 Such an Employee shall have a Certificate 4 qualification in Leisure and Lifestyle, Diversional Therapy or other relevant qualification from a Registered Training Organisation. An Employee who holds a Certificate 4 must be classified and paid as a L&LA Grade 3.
- 3.3 Such a person will plan and implement lifestyle enhancement programmes under limited supervision and in cooperation with other members of the aged care team. This Employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving Licence.

4 Leisure and Lifestyle Co-ordinator Unqualified (Wage Skill Group 10)

Means a suitably experienced and unqualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

5 Leisure and Lifestyle Co-ordinator Qualified (Wage Skill Group 11)

Means a suitably experienced and qualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

HASA CLASSIFICATIONS – GENERAL

WAGE/ SKILL LEVEL AND CLASSIFICATION DEFINITIONS WAGE/SKILL LEVELS

WAGE SKILL GROUP 1

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.
- No previous experience or training is required.

Indicative classifications at this level are:

General Services

Laundry Hand
Cleaner
Assistant Gardener
Maintenance/Handyperson (Unqualified)

Food Services

Food Services Assistant/ Kitchen Hand
Other Cook

WAGE SKILL GROUP 2

An employee at this level:

- Works within established routines, methods and procedures.
- Has limited responsibility, accountability or discretion.
- May work under limited supervision, either individually or in a team.
- Possesses communication skills.
- Requires on-the-job training and/or specific skills training or experience.

Indicative classifications at this level are: General

Services

Cleaner cleaning windows
Housekeeper
Storeperson
Laundry Operator
Gardener (non-trade)
Gardener (non-trade)
Maintenance/Handyperson (Unqualified)

Food Services

Other Cook

WAGE SKILL GROUP 3

An employee at this level:

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

Indicative classifications at this level are:

General Services

Driver 1.25 tonnes or less

Food Services

Cook Employed Alone Diet
Cook

WAGE SKILL GROUP 4

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical)
- Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical)
- Works under limited supervision, either individually or in a team. (non admin/clerical)
- Possesses sound communication and/or arithmetic skills. (non admin/clerical)

- Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical)
- A admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative classifications at this level are:

General Clerk

General Clerk
Typist

WAGE SKILL GROUP 5

An employee at this level:

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

Indicative classifications at this level are:

General Services

Driver 1.25 tonnes to 3 tonnes

WAGE SKILL GROUP 6

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a medium level of accountability.
- Works under limited supervision, either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)

- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Receptionist Ward
Clerk
Audio Typist (Other)
Client/Resident Fees Clerk Pay
Clerk

General Services

Driver over 3 tonnes

WAGE SKILL GROUP 7

An employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical

All classifications as per admin/clerical (Wage Skills Group Levels 4 & 6) with computer use. Computer Clerk

General Services

Maintenance/Handyperson (Trade)
Gardener (Trade)

Food Services

Trade Cook

WAGE SKILL GROUP 8

An employee at this level:

- Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- May require basic computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative classifications at this level are:**Admin/Clerical Services**

Secretary
Interpreter (Unqualified)

Food Services

Chef Grade B

WAGE SKILL GROUP 9

An employee at this level:

- Is capable of functioning with a high level of autonomy, and prioritising his or her own work within established policies, guidelines and procedures.

- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- May require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Computer Clerk (Advanced) Pay
Clerk (Advanced)

General Services

Maintenance/Handyperson (Advanced)
Gardener (Advanced)

Food Services

A Cook or Chef with relevant qualifications. Chef
Grade A

WAGE SKILL GROUP 10

An employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.
- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills

- Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative classifications at this level are:

Food Services

Chef with relevant qualifications.

WAGE SKILL GROUP 11

An employee at this level:

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

Indicative classifications at this level are:

Admin/Clerical Services

Private Secretary
Clerical Supervisor
Interpreter (Qualified)

General Services

General Services Supervisor
Gardener Superintendent

Food Services

Food Services Supervisor

CLASSIFICATION DEFINITIONS

Clerical/Administrative Stream Definitions

Clerical Supervisor (WSG 11)

Is a person appointed as such performing work which involves the supervision of staff within the Admin/Clerical Stream of this agreement or the supervision of staff within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of staff and may assist in the recruitment of staff.

Computer Clerk (WSG 7)

Means clerical employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is "multi-function administrative".

Computer Clerk Advanced (WSG 9)

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

Pay Clerk (WSG 6)

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

Pay Clerk Advanced (WSG 9)

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

Private Secretary (WSG 11)

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

General Services Stream Definitions

Housekeeper

Means a person who performs general cleaning and housekeeping functions within a facility. This may include cleaning windows within a building.

Gardener Advanced (WSG 9)

Means a "Gardener Trade" who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

Gardener (non-trade) (WSG 2)

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

Gardener Superintendent (WSG 11)

Means a "Gardener Trade" who is responsible for the supervision, work allocation, on the job training, rostering and/or guidance of gardening staff.

Gardener Trade (WSG 7)

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

General Services Supervisor (WSG 11)

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

Laundry Operator (WSG 2)

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

Maintenance/Handyperson Advanced (WSG 9)

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

Maintenance/Handyperson Trade (WSG 7)

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

Food Services Stream Definitions

Chef:

Means a person employed as such who may be required by the employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

- **Chef Grade A (WSG9)**

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

- **Chef Grade B (WSG 8)**

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

Cook Employed Alone (WSG 3)

Means a person employed as a sole cook who does not hold trade qualifications.

Diet Cook (WSG 3)

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

Food Services Supervisor (WSG 11)

Is a person appointed as such and who is the most senior food services employee and will perform work which involves the supervision of staff within the Food Services Stream of this agreement or the supervision of staff within a Food Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of fifteen or more staff and may assist in the recruitment of staff.

Trade Cook (WSG 7)

Means a cook qualified as a tradesperson under the Industrial Training Act 1975 or holding an equivalent qualification acceptable to the employer.

Other Cook (WSG 1)

Means a person who does not hold trade qualifications, who is employed as a cook by a facility where other cooks are employed.

REGISTERED NURSES

1. **Post Graduate Student** (i.e. A Registered Nurse undergoing training for the purpose of obtaining a post-graduate qualification).

The period for which a Registered Nurse undergoes training for the purpose of obtaining a post-basic qualification shall be counted towards his or her years of experience as a Registered Nurse.

2. **Deputy Director of Nursing (however titled)**

Deputy Director of Nursing means a Registered Nurse appointed as such and who deputises for the Director of Nursing and assists in nursing administration. In the case of a private hospital and/or high care residential aged care facility where the proprietor also is a working Director of Nursing, the Resident Nursing Manager shall be classified and paid as the "Deputy Director of Nursing".

Where an employee is appointed as Deputy Director of Nursing:

- (a) The minimum weekly salary for a Deputy Director of Nursing shall be at the Grade 6 (13-50 beds).
- (b) In addition to this amount a Deputy Director of Nursing shall be paid the following in respect to approved beds over which responsibility is exercised:
 - (b)(i) an additional 0.065% of the minimum base weekly salary per bed for each approved bed to 50 beds: plus;
 - (b)(ii) an additional 0.065% of the minimum base weekly salary per bed for each approved bed from 51 to 100: plus;
 - (b)(iii) an additional 0.032% of the minimum base weekly salary per bed for each approved bed above 100 beds.

The above amount shall be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting shall be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

3. **Director of Nursing**

Director of Nursing means a Registered Nurse appointed as the principal nursing executive officer, however styled, responsible for the overall managerial, professional, clinical and regulatory aspects of the nursing service (notwithstanding that a Residential Aged Care Facility Clinical Care Coordinator might also be appointed) and who performs duties which may include, but are not confined to:

- accountability for the standards of nursing practice for the residential aged care facility and for co-ordination of its nursing service;

- participating in or having principal responsibility for the management of the residential aged care facility or part thereof, and being accountable for the development and evaluation of nursing, policy and management;
- providing leadership, direction and management of the residential aged care facility in accordance with relevant organisational policies, objectives and goals;
- management of the budget or aspects of the budget of the residential aged care facility;
- responsibility for ensuring that the nursing service meets the changing needs of residents, organisational aims and objectives through proper strategic planning; and
- complying and ensuring the compliance of others with the *Aged Care Act 1997 (Cth)* and other legal requirements pertaining the nursing service of the residential aged care facility.

The minimum weekly salary for a Director of Nursing shall be at Grade 7 (less than thirteen beds).

In addition to this amount a Director of Nursing (Extended Care/Facility Care Residential Aged Care Facilities) shall be paid the following in respect to approved beds over which responsibility is exercised:

- (a) an additional 0.24% of the minimum base weekly salary per bed for each approved bed to 50 beds; plus
- (b) an additional 0.12% of the minimum base weekly salary per bed for each approved bed from 51 to 100 beds; plus
- (c) an additional 0.05% of the minimum base weekly salary per bed for each approved bed above 100 beds.

The above amount shall be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting shall be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

4. **Nurse Practitioner**

A Nurse Practitioner is a specialised nurse who holds additional qualification (usually a Masters Degree) in a relevant field such as gerontology or women's health and who is registered as Nurse Practitioner with the NMBA. As such the Nurse Practitioner has rights under federal legislation to prescribe medications in his or her field of expertise.

5. **Clinical Care Coordinator**

Clinical Care Coordinator means a Registered Nurse appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility (but does not have managerial responsibilities), and who, in addition to care/lifestyle planning, oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and performs duties which substantially include, but are not confined to:

- providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or

- providing clinical leadership and role modelling for less experienced and non-registered staff; and/or
 - implementation and evaluation of education or staff development programs relevant to the residential aged care facility.
6. Nurse Unit Manager/ Charge Nurse (NUM/CN) means a Registered Nurse appointed by the employer to exercise managerial and clinical responsibility over a unit or section of an aged care facility, usually during the AM shift. Typical duties include, but are not limited to:
- Managing staff and resources within the unit or section
 - Ensuring the provision of appropriate clinical and personal care to residents within the unit/section
 - Ensuring that clinical and care standards are maintained, including legislated or regulatory obligations
 - Assisting with projects delegated by the Director of Nursing (DoN)
 - Coordinating training needs of staff, including the timely provision of mandatory training
 - Dealing with resident families on clinical and personal matters, including the resolution of complaints
 - Dealing with HR and disciplinary issues within the unit/section
 - Ensuring that staff are appropriately rostered and that unplanned absences are covered
7. Associate Nurse Unit Manager/Associate Charge Nurse means a Registered Nurse who is appointed by the employer to assist other senior staff with managerial and clinical responsibilities within a unit or section of an aged care facility, usually during the PM, night or weekend shifts in the off duty periods of the DoN or NUM/CN. Typical duties include, but are not limited to:
- Managing staff within the unit or section
 - Ensuring the provision of appropriate clinical and personal care to residents within the unit/section
 - Ensuring that all clinical and care standards are maintained, including legislated or regulatory obligations
 - Assisting with implementation of projects in consultation with the NUM/CN or DoN
 - Dealing with resident families on clinical and personal matters, including assisting with the resolution of complaints
 - Ensuring that unplanned absences are covered in the unit/section

REGISTERED NURSE CLASSIFICATIONS

1 Grade 1

A Registered Nurse in his or her first year of experience (or “Graduate Year”) following registration as a Nurse with the Australian Health Practitioner Regulation Agency (“AHPRA”).

2 Grade 2

A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and who:

- (d) On AM shift is the second or subsequent Registered Nurse rostered on the shift (in addition to the Director of Nursing and/or Clinical Care Coordinator however titled) i.e. there is at least one other RN classified at Grade 4 or Grade 5 nurse rostered on the floor, in addition to the DoN and/or Clinical Care Coordinator; and
- (e) On PM, night and weekend shifts works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the RN Grade 2 is working i.e. the RN Grade 2 is not in charge of or responsible for a section or unit of the facility but works under direct supervision.

3 Grade 3A

A Registered Nurse appointed as an Associate Nurse Unit Manager (however titled).

Grade 3B

Grade 3B is not utilised

4 Grade 4A

A Registered Nurse appointed as After Hours Coordinator, in-charge of a facility of less than 61 beds in the out of hours of the Director of Nursing on PM, night and all weekend shifts and paid as such.

A Registered Nurse who is appointed as a Nurse unit manager (however titled), in charge of a ward or unit or section of a residential aged care facility.

Grade 4B

A Registered Nurse appointed as a Nurse Unit Manager (however titled) and paid as such or who progresses from Grade 4A (if this Agreement so provides).

5 Grade 5

A Registered Nurse appointed as the After Hours Coordinator, in charge of a Facility of 61 beds or more on PM, night and all weekend shifts and paid as such. The rate of pay for this classification shall be based on the relevant bed number (usually 51 - 200 beds).

A Registered Nurse appointed as a Clinical Care Coordinator in a Residential Aged Care Facility.

6 Grade 6

A Registered Nurse appointed as a Deputy Director of Nursing (However Titled) and paid as such. In addition, the Deputy Director of Nursing will be paid the relevant bed percentage as defined.

7 Grade 7

A Registered Nurse appointed as a Director of Nursing (however titled) and paid as such. In addition the Director of Nursing will be paid the relevant bed percentage as defined.

A Registered Nurse appointed as a Nurse Practitioner during his or her first year of experience as a Nurse Practitioner shall be classified at Grade 7 (50-100 beds).

A Registered Nurse appointed as a Nurse Practitioner during his or her second and subsequent years of experience as a Nurse Practitioner shall be classified at Grade 7 (over 100 beds).

ENROLLED NURSE CLASSIFICATIONS

A. Pay Point Progression – General

- 1.1 Subject to the terms specified for each Pay Point as defined in Part B of this clause, each Enrolled Nurse shall progress to the next Pay Point (between Pay Points 1 to 8 inclusive) on his or her anniversary date, subject only to completion of the a year of experience (as defined).
- 1.2 An Enrolled Nurse is not required to apply for Pay Point progression save that:
- .
- (a) A new Employee shall provide, as far as practicable, documentation that supports claims of previous experience since registration. A Statement of Service, pay slips (or equivalent) or, where a previous Employer refuses to provide such information, a statutory declaration shall suffice.
- 1.3 Upon an Employee’s anniversary date progression may only be deferred or refused by the Employer if the Employee has not completed the required experience for the next Pay Point.

Where the Employer proposes to defer or refuse progression on the anniversary date because the Employee has not completed the required experience , the Employer shall notify the Employee in writing at least eight weeks prior to the anniversary of the following:

- The anniversary date,
 - , and
 - The amount of service required to be completed..
- 1.4 An Employee may appeal a deferral or refusal under the Dispute Settlement Procedure of this Agreement. Where an appeal results in the revocation of the Employer’s decision (either by decision of the Fair Work Commission or the agreement of the parties), Pay Point progression shall be deemed to operate and be payable from the Employee’s anniversary date.

Where circumstances have changed such that it is accepted that the Employee satisfies the terms of the next Pay Point (as defined) this sub-clause shall not prevent:

- A review, initiated by either the Employer or Employee (or their nominated representatives, including the ANMF or HSU) of the deferral or refusal; and/or
- The lifting of the deferral or refusal at and operative from such date.

- 1.5 All relevant experience and skills in any workplace as a Enrolled Registered Nurse, other than such experience predating a break of five or more consecutive years, shall be counted for the purpose of assigning a Pay Point to new Employees except that regard will not be had to an Employee's Pay Point with a previous Employer to the extent it was not referable to the Employee's training, experience and skill.
- 1.6 Part time Employees shall progress in accordance with the requirements of full-time Employees.
- 1.7 **Year of practical experience** - for the purpose of this clause shall mean full-time service following registration as a Enrolled Nurse provided that an Employee who has worked on average less than 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before becoming eligible for advancement to the next Pay Point.

B. Pay Point Progression Criteria

EN Trainee

EN Trainee means the Pay Point to which an Employee shall be appointed as a Trainee Enrolled Nurse where the Employee is undertaking a Diploma in Nursing.

1 Pay Point 1

Pay Point 1 is not utilised and is the Allowance rate only.

2 Pay Point 2

Pay Point 2 is not utilised, except where an Enrolled Nurse, who has a Certificate IV qualification, is re-entering nursing after a break of five or more years.

3 Pay Point 3

Pay Point 3 means the Pay Point to which an Employee shall be appointed or progress from Pay Point 2, having been assessed as being competent at that level, where the Employee has:

- (a) Not more than one further year of practical experience as defined; and
- (b) Completed training as follows:
 - (i) Subject to its provision by the employing agency in-service training from time to time

Point of Entry (Diploma)

Where an Employee has satisfactorily completed a Diploma of Nursing, the Employee shall be appointed at not less than Pay Point 3. An Employee so appointed is deemed to have completed 40 hours of training since registration and to have satisfied the skill indicators at this level.

APPENDIX C – LETTER OF APPOINTMENT

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

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

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

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

APPENDIX D – ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013 (the Act)* shall be deemed to include a reference to the *Accident Compensation Act 1985* and any reference to the *Accident Compensation Act 1985* shall be deemed to include a reference to the *Workers Compensation Act 1958*.

1.1 Definitions

The words hereunder shall bear the respective definitions set out herein.

1.1.1 Accident pay

1.1.1(a) Total incapacity

In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he or she had been performing his or her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

1.1.2 Partial incapacity

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the Act and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-award payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

1.1.2(a) The total 38 hour weekly award rate and weekly over-award payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

1.1.2(b) For the purposes of the calculation of the total 38 hour weekly award rate and weekly over-award payment in 22.1.1 and 22.1.2 payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

1.1.3 Payment for part of a week

Where an Employee receives accident pay and such pay is payable for incapacity for part of the week the amount shall be direct pro rata.

1.1.4 Injury shall be given the same meaning and application as applying under the Act, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

1.2 Qualification for payment

Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the Act be paid accident pay by his or her Employer who is liable to pay compensation under the Act, which said liability by the Employer for accident pay may be discharged by another person on his behalf, provided that:

1.2.1 Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom he or she was employed at the time of the incapacity and then only for such period as he or she receives a weekly payment under the Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from hers/his Employer but such alternative employment is available with another Employer than the relevant amount of accident pay shall be payable.

1.2.1(a) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.

1.2.1(b) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to his or her Employer of the continuing payment of weekly Employees compensation payments.

1.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to 22.4 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

1.3.1 Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.

1.4 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.

1.4.1 Provided however that in the case of an Registered Nurse or Mothercraft Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.

1.5 An Employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit his or her entitlement to accident pay under this clause.

1.6 Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in 22.1.4.

1.7 Absences on other paid leave

An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.

1.8 Notice of injury

An Employee upon receiving an injury for which he or she claims to be entitled to receive accident pay shall give notice in writing of the said injury to his or her Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.

1.9 Medical examination

1.9.1 In order to receive entitlement to accident pay an Employee shall conform to the requirements of the Act as to medical examination.

1.9.2 Where in accordance with the Act a medical referee gives a certificate as to the condition of the Employee and his or her fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.

1.10 Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

1.11 Civil damage claims

1.11.1 An Employee receiving or who has received accident pay shall advise his or her Employer of any action he or she may institute or any claim he or she may make for damages. Further the Employee shall, if requested, provide an authority to the Employer

entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

1.11.2 Where an Employee obtains a judgement or settlement for damages in respect of an injury for which he or she has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to his or her Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

1.11.3 Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which he or she has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to his or her Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

1.12 Insurance against liability

Nothing in this part shall require an Employer to insure against his or her liability for accident pay.

1.13 Variations in compensation rates

Any changes in compensation rates under the Act shall not increase the amount of accident pay above the amount that would have been payable had the rates of compensation remained unchanged.

1.14 Death of an Employee

All rights to accident pay shall cease on the death of an Employee.

