

**EDGARLEY HOME INC.
ENTERPRISE AGREEMENT 2024-2026**

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ENTERPRISE AGREEMENT

PART A – APPLICATION AND OPERATION

1 Title

This Agreement shall be called the '*Edgarley Home Inc – Aged Care Victoria Enterprise Agreement 2023-2026*' ('**Agreement**').

2 Definitions and interpretation

2.1 Definitions

ACWV Case means the means the collective matters of AM2020/99, AM2021/63, AM2021/63, and AM2021/65 heard before the FWC.

Aged Care Employee refers to an Employee who is employed in a role set out in 0.

'**Allowance rate**' for the calculation of shift, qualification and other allowances means the weekly rate:

- For Aged Care Employees:
 - For Direct-care workers (PCWs, L&L and Head Chef/Cook) the weekly rate for PCW 1 Yr 1
 - For General or Indirect Aged Care Employees – Level 3 Year 1
- For Enrolled Nurses: the weekly rate for Pay Point 1
- For Registered Nurses: the weekly rate for Grade 2 Year 1 (except for Shift Allowances which will be Grade 1)

ANMF means the Australian Nursing and Midwifery Federation - Victorian Branch.

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

Day Worker means an employee who has mutually agreed in writing with Edgarley to be appointed as a day worker.

EFT means 'equivalent full-time'.

Employees means employees employed by Edgarley and covered by this Agreement.

Employer or **Edgarley** means **Edgarley Home Inc. T/A Edgarley Assisted Living** (ABN 70 544 745 870)

Enrolled Nurse shall mean a person who has a current practising certificate issued by the NMBA entitling them to practice as an Enrolled Nurse. The classification definitions of Registered Nurses are outlined at Appendix B.

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

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

Home means a residential aged care facility owned by Edgarley in Victoria.

Home Manager means the manager in charge of the daily operations of the residential aged care facility.

HWU means the Health Workers Union.

Immediate family of an Employee means:

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

Spouse includes a former spouse.

De facto partner of an Employee:

- (a) Means a person who, although not legally married to the Employee, lives with the Employee in a relationship as a couple on a genuine domestic basis (whether the Employee and the person are of the same sex or different sexes); and
- (b) Includes a former de facto partner of the Employee.

NES means the National Employment Standards being the legislated minimum standards for workplace conditions prescribed in [part 2-2 of the Fair Work Act](#).

NMBA is the Nursing and Midwifery Board of Australia.

Nursing Stream means collectively the Enrolled Nurse and Registered Nurse classifications.

Ordinary rate of pay means the rate of pay set out in Appendix A as applicable to an Employee for their ordinary hours of work, as adjusted in accordance with clause 7.1, but does not include overtime, penalty rates, loadings, allowances, shift allowances, incentives, bonuses and other ancillary payments of a like nature.

Registered Nurse shall mean a person who is registered by the NMBA as a Registered Nurse and who holds a current practising certificate issued by the NMBA entitling them to practice as a Registered Nurse. The classification definitions of Registered Nurses are outlined at Appendix B.

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.

Service and Continuous Service is defined by the Fair Work Act, which will apply to the extent of any inconsistency.

Shiftworker, other than for the purposes of eligibility for the additional weeks' annual leave prescribed by clause 45.2 means anyone who is not designated a day worker.

Student in Nursing means an employee who is studying a Diploma of Nursing or Bachelor of Nursing. Accelerated classification progression is provided for in this Agreement for such employees.

Superannuation Law means any requirement under the *Superannuation Industry (Supervision) Act 1993* (Cth), *Superannuation Industry (Supervision) Regulations 1994* (Cth), *Superannuation Guarantee (Administration) Act 1992* (Cth), *Superannuation Guarantee (Administration) Regulations*

1993 (Cth), *Superannuation Guarantee Charge Act 1992* (Cth), and any other present or future legislation which Edgarley must comply with to satisfy its superannuation obligations to the Employees.

Unions means the ANMF and the HWU.

WSG means “Wage Skill Group” and is in reference to the Aged Care Employee classification structure in 0.

2.2 Interpretation

- (a) Where a term of this Agreement has a corresponding definition in the Fair Work Act, the *Fair Work Regulations 2009* (Cth) (‘the Regulations’), or the NES then that definition of the Fair Work Act, the Regulations and NES shall apply to ensure consistency with law. Any such terms that are also defined in this Agreement are defined only for the convenience of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Fair Work Act, the Regulations or NES.
- (b) Where there remains ambiguity in this Agreement, an explanatory memorandum associated with the *Fair Work Bill 2008* (Cth) or, if given assent, any associated bill amending the Fair Work Act will be used as interpretation guidance.
- (c) Illustrative Examples and Notes outlined within clauses of this Agreement are inserted to provide interpretation guidance.
- (d) References to ‘written agreement’ or ‘agreement in writing’ shall include by electronic means.
- (e) A reference to gender will include the other genders.
- (f) The singular shall include the plural and the plural shall include the singular.
- (g) ‘Including’ and similar words or expressions are not words of limitation.
- (h) The schedules and appendices attached to this Agreement form part of this Agreement.
- (i) Headings are for convenience only and do not form part of the Agreement.

3 Coverage

This Agreement will cover:

- (a) Edgarley Home Inc.;
- (b) Employees employed by Edgarley in the classifications set out in 0 and Appendix B of this Agreement and who principally work at Edgarley Home Inc. within the State of Victoria;
- (c) The ANMF provided written notice is given in accordance with section 183(1) of the Fair Work Act and the FWC notes in the decision to approve this Agreement that this Agreement covers the ANMF; and
- (d) The HWU provided written notice is given in accordance with section 183(1) of the Fair Work Act and the FWC notes in the decision to approve this Agreement that this Agreement covers the HWU.

4 Complete Agreement and NES

- 4.1 Other than any current individual flexibility agreements made and in effect, this Agreement will replace:
- (a) the *Edgarley Home Incorporated Enterprise Agreement 2017-2020* (AE500874); and
 - (b) (to the extent permitted by law) other laws, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 4.2 This Agreement contains terms that are also matters under the NES. 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.
- 4.3 This Agreement will be read and interpreted in conjunction with the NES. Where there is any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 4.4 Edgarley must ensure that copies of this Agreement and the NES are available to all employees to whom they apply. This may include a hardcopy within a common staff area or accessible through electronic means.

5 Date and Period of Operation

- 5.1 This Agreement shall come into operation on the seventh day after the Agreement is approved by the FWC and shall remain in force until 30 November 2026 and thereafter in accordance with the Fair Work Act.
- 5.2 The parties are committed to commence discussions for a replacement Agreement four months prior to its expiry.

6 Agreement Flexibility

- 6.1 The Employer and an Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of this 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;
 - (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 6.1(a); and
 - (c) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- 6.2 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; and
 - (b) are not unlawful terms under s.194 of the Fair Work Act; and
 - (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- 6.3 The Employer must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of the Employer and Employee; and
 - (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 6.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 6.5 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.

PART B – WAGES AND ALLOWANCES

7 Wages

- 7.1 The minimum ordinary rates of pay for all ordinary hours worked by an employee at their appointed classification under this Agreement are calculated by using the “Current Rates” in each of the Tables within Appendix A and applying the increases as follows:
- (a) By 4.00% from the first full pay period on or after 1 January 2024;
 - (b) By 2.00% from the first full pay period on or after 1 July 2024; and
 - (c) By the dollar amounts specified in Commonwealth Guidance implementing any Stage 3 Aged Care Work Value increases from 1 January 2025 set by the Expert Panel of the FWC; and
 - (d) By 3.00% from the first full pay period on or after 1 March 2025; and
 - (e) By the dollar amounts specified in Commonwealth Guidance implementing any Stage 3 Aged Care Work Value increases from 1 October 2025 as set by the Expert Panel of the FWC; and

- (f) By 3.00% from the first full pay period on or after 1 March 2026.
- (g) However, in accordance with clause (h) below and the illustrative example, the above wage increases will be applied to the applicable minimum rates of pay, which will include the increases required, in accordance with the Commonwealth Government's Guidance, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (**ACWVC**) Decision and the associated Aged Care Nurses Work Value Case.
- (h) 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 7.1.
- (i) **FWC Aged Care Work Value Case (Stage 3)**

(i) 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 FWC will hand down a further decision and subsequent Award Determinations under Stage 3 that provide the operative dates of the increases to the minimum rates of pay in the Nurses Award, the Aged Care Award and SCHCADS Award for the Stage 3 Classifications;
- (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.

(ii) Accordingly, Edgarley:

- (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, maintain the quantum and timing of the wage increases at clause 7.1(a) to (e) of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 7.1(c).

Illustrative example: If the minimum hourly rate is \$30 at 1/12/24 and the Agreement provides for a wage increase of 3% on 1 July 2025, but the Commonwealth Government's funding and Guidance is to increase the applicable hourly rate by \$2.10 p/h on 1 January 2025, then, as a term of this Agreement, the Employer will increase the hourly rate to \$32.10 on 1 January 2025 and then apply the 3% wage increase on 1 July 2025 to the hourly rate of \$32.10 (with a new 1/7/25 rate of \$33.06).

(iii) 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 7.1 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 7.1.
- (C) promptly meet with the ANMF and HWU to discuss the implementation of the outcome.
- (D) In consultation with the unions, the Employer will seek to vary the enterprise agreement in accordance with the Fair Work Act to insert the updated wages schedule and any other necessary amendments to agreement clauses.

7.2 Pay Points

(a) Aged Care Employees

(i) Progression **During Service**

Experience for the purposes of progression between Pay Points for Aged Care Employees means where an Aged Care Employee has attained 1 years' continuous service with Edgarley.

(ii) Pay Point **on Commencement** of Employment

Experience for the purposes of appointment for Aged Care Employees means experience (in roles that have equivalent classifications within this Agreement) at any such work within the last five years in a residential aged care facility in Victoria excluding any leave.

(iii) Minimum pay points apply for:

- (A) Trainees under the Aged Care Employee stream at clause 32.
- (B) Students in Nursing at clause 33.

(b) Registered Nurses and Enrolled Nurses

(i) Progression **During Service**

- (A) An Enrolled Nurse or Registered Nurse Employee who has worked **1186 hours or more** in a year shall advance a pay point.
- (B) An Employee who has worked **less than 1186 hours** in a year shall be required to work a further twelve months before being eligible for advancement to the next pay point.
- (C) Provided that experience gained at another employer or employers in the health/aged care sector will count towards the required 1186 hours per year where it is at least the same Grade, Year or Pay Point as that worked at Edgarley.

(ii) Pay Point **on Commencement** of Employment

Subject to clause 7.2(c), an Enrolled Nurse or Registered Nurse shall have their prior experience recognised when calculating their pay point upon commencing employment. Experience for these purposes shall mean:

(A) **Enrolled Nurses**

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.

(B) Registered Nurses

Full-time service and experience following registration at the Level or sub-Level 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 Nursing and Midwifery Board of Australia (or its predecessors). Where an Employee has previously been employed in a higher Level or sub-Level, service and experience in such higher Level or sub-Level shall count as service and experience in the lower Level or sub-Level 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.

(c) Internationally Qualified Nurses

Where an Internationally Qualified Nurse commences employment with Edgarley without any prior Australian experience within their appointed role:

- (i) If they have completed an AHPRA approved bridging course or competency-based assessment prior to their commencement of employment, then their international experience will be recognised for the purposes of determining the pay point on commencement.
- (ii) If they have not completed an AHPRA approved bridging course or competency-based assessment then:
 - (A) they will commence at the lowest pay point for their classification; and
 - (B) after 6 months' continuous service they will be re-graded to the pay point that includes their international experience (provided that they have been registered without conditions by AHPRA).

(d) Evidence of Experience

- (i) **Prior to commencing** employment with Edgarley, an Employee shall provide suitable documentary evidence to Edgarley of their experience. Where an Employee fails to provide such evidence, until such time as the Employee provides such evidence to Edgarley, the Employee shall be paid at the level / pay point / year of experience for which documentary evidence was provided (if any). Any adjustment to a pay point arising from documentary evidence provided after commencement of employment shall be made from the first pay period on or after evidence of the relevant documentary evidence is submitted to Edgarley. Unless the evidence was presented at the time Edgarley interviewed the Employee during the recruitment process, no back payment will be made based on documentary evidence provided after commencement of employment.
- (ii) For recognition of experience **after commencing employment** with Edgarley, an Employee claiming experience with another employer must provide evidence (e.g. statement of service, pay slips with hours worked noted on them) to receive the recognition. Any adjustment to a pay point arising from documentary evidence provided after commencement of employment shall be made from the first pay period on or after

evidence of the relevant documentary evidence is submitted to Edgarley. No back payment will be made based on documentary evidence provided after commencement of employment.

- 7.3 Remaining subject to the Fair Work Act and clause 7.1(g), Edgarley is not required to increase any component of an employee's remuneration (including but not limited to minimum ordinary rates of pay and allowances) where that component is paid in excess of the minimum rate or amount prescribed by this Agreement.

8 Payment of Wages

- 8.1 Wages will be paid fortnightly, unless otherwise mutually agreed in writing up to a maximum period of one month not more than five days following the end of the pay period. Employees will be paid by electronic funds transfer, as determined by Edgarley, into the bank or financial institution account nominated by the Employee.

8.2 Payment on termination of employment

- (a) Subject to the requirements of the Fair Work Act, Edgarley must pay an employee as soon as practicable but no later than 7 days after the day on which the employee's employment terminates:
- (i) the employee's wages under this Agreement for any complete or incomplete pay period up to the end of the day of termination; and
 - (ii) all other amounts that are due to the employee under this Agreement and the NES.
- (b) Section 117(2) of the Fair Work Act provides that an employer must not terminate an employee's employment unless Edgarley has given the employee the required minimum period of notice or "has paid" to the employee payment instead of giving notice.
- (c) The requirement to pay wages and other amounts under clause 8.2(a) is subject to further order of the Commission and Edgarley making deductions authorised by this Agreement or the Fair Work Act.
- 8.3 At the time of making payment to the Employee, Edgarley shall provide to each Employee a statement, in accordance with their obligations under the Fair Work Act, detailing the following information:
- (a) name and classification of the Employee;
 - (b) the period the pay relates to and the date of payment;
 - (c) the hourly rate of pay;
 - (d) the amount of payment including allowances;
 - (e) the amount of pay deductions;
 - (f) amounts of occupational superannuation contributions; and
 - (g) details of funds into which contributions are being paid.

9 Salary Packaging

- 9.1 By agreement between Edgarley and Employee, an Employee's pay may be salary packaged.
- 9.2 The Employee shall compensate Edgarley 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, Edgarley may cease the Employee's salary packaging arrangements.
- 9.3 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 Edgarley shall not be liable to make up any benefit lost as a consequence of an Employee's decision to convert to salary.
- 9.4 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.
- 9.5 The parties recommend to Employees who are considering salary packaging that they seek independent financial advice. Edgarley 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.
- 9.6 Superannuation contributions paid by Edgarley into an approved Fund as required by clause 10.1 and the Superannuation Law will be calculated on the Employee's pre-packaged rate of pay.

10 Statutory Superannuation Contributions

- 10.1 Employees are entitled to superannuation in accordance with the NES.
- 10.2 Edgarley shall make superannuation contributions to an Employee's Fund for the benefit of the Employee at such amount as is required so as to avoid Edgarley being required to pay the superannuation guarantee charge under the Superannuation Law with respect to that Employee.
- 10.3 '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) Aware Super; or
 - (c) the Employee's 'stapled' fund; or
 - (d) any other complying fund upon a request from the Employee and with the consent of Edgarley.
- 10.4 Edgarley shall participate in accordance with the trust fund deeds. Edgarley 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.
- 10.5 Upon commencement of employment, Edgarley shall provide each Employee who does not have a stapled fund with membership forms for the funds listed in clauses 10.2(a) and 10.2(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, Edgarley shall forward contributions and Employee details to HESTA (**Default Fund**) or shall forward contributions as otherwise required by the applicable legislation. The Default Fund offers a MySuper product.

- 10.6 Each Employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in clause 10.5 was forwarded to the Fund.
- 10.7 Edgarley will contribute to the Fund, on behalf of each Employee, the percentage of ordinary time earnings required by Superannuation Law, 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.
- 10.8 '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.
- 10.9 Where Edgarley makes an application for an exemption from payments in accordance with the Superannuation Law to the Fund, the Employees shall be notified in writing prior to the application being made. Upon request from an Employee, Edgarley 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. Edgarley shall contribute all superannuation contributions in accordance with the Trust Deed, save that late payment for reasons beyond the control of Edgarley and non-allocation by the Fund shall not constitute a breach of this Agreement.
- 10.10 Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under clause 56 - Dispute Resolution Procedure.

Voluntary Contributions

- 10.11 Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise Edgarley 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 Edgarley at the same time as Edgarley's contributions. Where Edgarley 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.
- 10.12 An Employee may vary their additional contributions by a written authorisation and Edgarley must alter the additional contributions within fourteen days of receiving the authorisation. An Employee may only vary their additional contributions once each month.

Salary Sacrifice

- 10.13 An Employee may make an agreement with Edgarley for salary sacrifice.
- (a) The Employee must specify an amount or a percentage of ordinary time earnings by which their salary is to be reduced ("the salary sacrifice").
 - (b) The salary sacrifice will be deducted from the Employee's salary and contributed by Edgarley to the Fund each month.
 - (c) Edgarley will continue to calculate the superannuation guarantee contributions required by the Superannuation Law 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.
- 10.14 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 Edgarley to each Employee.

11 Medication Allowance

A Personal Care Worker Grade 2 (Wage Skill Group 6) who has completed a medication competency module, is deemed competent by Edgarley in assisting with medications and rostered to perform such duties shall be paid an allowance equal to 4% of the minimum ordinary hourly rate of pay for PCW2 Year 1 for each hour or part thereof worked on such a shift (regardless of how many hours medications are actually administered on that shift).

12 Qualifications Allowance

Qualifications Allowance – Registered Nurse

- 12.1 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 Registered Nurse Level 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) A Registered Nurse claiming entitlement to a qualification allowance must provide to Edgarley 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 Edgarley (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.

- (d) 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 Master's Degree; or
 - A Doctorate.
- (e) 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.
- (f) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, the Hospital/Grad Certificate allowance equal to 4% of the weekly allowance rate as set out in Appendix A .
- (g) A Registered Nurse 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 their salary, the Post Grad Dip/Degree allowance equal to 6.5% of the weekly allowance rate set out in Appendix A.
- (h) A Registered Nurse who holds a Master's Degree (including a Master's Degree completed prior to, or that leads to, registration), shall be paid, in addition to their salary, the Master's Degree allowance equal to 7.5% of the weekly allowance rate set out in Appendix A.
- (i) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, the Doctorate allowance equal to 8.5% of the weekly allowance rate set out in Appendix A.
- (j) The above allowances are to be paid during all periods of paid leave except personal /carer's 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 45.6(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 45.6(a)(i)(A).
- (k) The above allowances are to be paid on a pro-rata basis for non-full-time Employees, including casuals.

Qualifications Allowance – Enrolled Nurse

12.2 An Enrolled Nurse will be entitled to a qualification allowance as set out below, subject to the following:

- (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 their 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 Advanced Diploma of Nursing, excluding medication modules) totalling a minimum of 140 nominal classroom hours (or a course of a minimum six months duration), at the rate of 3.5% of their applicable weekly Pay Point rate for all hours worked as prescribed in Appendix A.
- (ii) A certificate or qualification (or at least three certificates of attainment for units of competency toward the Diploma or Advanced Diploma totalling a minimum of 280 nominal classroom hours (or a course of a minimum twelve months' duration) – at the rate of 7.5% of their applicable weekly Pay Point rate for all hours worked as prescribed in Appendix A.
- (b) 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.
- (c) An Enrolled Nurse claiming entitlements to a qualification allowance must provide Edgarley 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 Edgarley (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.
- (d) 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.
- (e) The above allowance is to be paid during all periods of paid leave except personal/carer's 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, the allowance is added to those components detailed at clause 45.6(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 45.6(a)(i)(A).
- (f) The allowance is to be paid on a pro-rata basis for non-full-time Employees.

12.3 Leading Hand Allowance (Aged Care classifications only)

- (a) A leading hand is an employee who is placed in charge of not less than two other employees of a substantially similar classification but does not include any employee whose classification denotes supervisory responsibility.
- (b) A leading hand will be paid a weekly allowance of the amount specified by the item number in accordance with the following scale:

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

13 Infection Prevention and Control Allowance

- 13.1 A Registered Nurse or Enrolled Nurse employee (other than a Registered Nurse Level 6 or 7)) who agrees to Edgarley's request to undertake training or is appointed by Edgarley to perform the Infection Prevention and Control requirements stipulated by the Australian Government shall be paid the applicable allowance in addition to their ordinary rate of pay for all ordinary hours worked:
- (a) While undertaking an approved *Foundations of Infection Prevention and Control* course – an allowance specified in Appendix A; or
 - (b) If qualified and appointed by Edgarley as an **Infection Prevention and Control Champion** – an allowance specified in Appendix A; or
 - (c) If qualified and appointed as an **Infection Prevention and Control Lead** – an allowance specified in Appendix A.

14 Nauseous Allowance and Dirty and Offensive Work Allowance

- 14.1 The Nauseous Allowance is included in the Employees' base rate of pay under this Agreement and is not payable separately)
- 14.2 An Employee (except for a Registered Nurse) in any classification who undertakes work which is of an unusually dirty or offensive nature (other than the handling of nauseous linen) having regard to the duty normally performed by such Employee in such classification shall be paid the allowance prescribed in Appendix A.

15 Leader Allowance – Aged Care Employees and Enrolled Nurses

- 15.1 An Aged Care Employee or Enrolled Nurse who is appointed by Edgarley as a 'Leader' (however titled) will have their classification preceded by the term 'Leader' and will be paid an allowance of 10%, to be calculated upon the ordinary rate of pay payable to the Employee under this Agreement.
- 15.2 Appointment by Edgarley of an Aged Care 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 Aged Care 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 an Aged Care Employee or Enrolled Nurse.
- 15.3 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 15.4 below are satisfied.
- 15.4 A net addition to the work value of the substantive role required of an Aged Care Employee or Enrolled Nurse would be characterised by:
- (a) the additional functions or duties as directed by Edgarley 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 Edgarley; and
 - (c) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of an Aged Care Employee or Enrolled Nurse employed in a similar area of areas; and

- (d) a greater level of judgment is required from the Aged Care Employee or Enrolled Nurse whereby the Employee is capable of making independent decisions to a degree not generally expected of an Aged Care 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 Aged Care 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 Edgarley's Home.

16 Uniforms and Laundry

- 16.1 Subject to clause 16.3, Employees required by Edgarley to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to the Employees. Such uniform items remain the property of Edgarley.
- 16.2 Uniforms will be laundered and maintained by Edgarley free of cost to the Employee or alternatively, Edgarley will pay the Employee a laundry allowance set out in clause 16.4.
- 16.3 Instead of the provision of such uniforms in accordance with clause 16.1, Edgarley may pay such Employee a uniform allowance at the rate prescribed in Appendix A, per day or part thereof on duty, or per week, whichever is the lesser amount.
- 16.4 Where an Employee's uniform is not laundered by or at the expense of Edgarley, the Employee will be paid a laundry allowance as prescribed in Appendix A, per day or part thereof on duty, or per week, whichever is the lesser amount
- 16.5 The uniform allowance, but not the laundry allowance, shall be paid during all absences on paid leave, except absences on long service leave and absence on paid personal/carer's 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.
- 16.6 Where Edgarley provides an Employee with uniforms, all articles so provided remain the property of Edgarley.

17 Overtime Meal Allowance

- 17.1 In the following circumstances of overtime work performed, an Employee will be supplied with an adequate meal where Edgarley 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:
 - (a) When the Employee is required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour, 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;
 - (b) When an Employee is required to work more than five hours overtime on a Saturday or on a Sunday, or more than five hours on their 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 a day.
- 17.2 A meal allowance payable under this clause will be paid as part of the pay cycle following it being incurred

18 Travelling, Transport and Fares

- 18.1 An Employee required and authorised by Edgarley to use their own vehicle in the course of their duties will be paid the rate as specified in Appendix A per kilometer.
- 18.2 When an Employee is involved in travelling on duty, if Edgarley cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by Edgarley on production of receipts or other evidence acceptable to Edgarley.
- 18.3 An Employee who leaves the Home and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the relevant per kilometre rate in the Appendix A of this Agreement, when he or she uses a vehicle in those circumstances.
- 18.4 An Employee will not be entitled to reimbursement for the expenses referred to in clauses 18.2 18.1 and 18.3 which exceed the mode of transport, meals or the standard of accommodation agreed with Edgarley for these purposes.

19 On Call Allowance and Telephone Recall Provision

- 19.1 Employees required by Edgarley to be on-call shall be paid an on-call allowance (5% of the allowance rate as defined) as set out in Appendix A per twelve hour period or part thereof.
- 19.2 Further, a minimum of one hours pay at the appropriate overtime rate will be paid in addition to the on-call allowance, for the first disturbance where the on-call employee receives a telephone enquiry or enquiries but can resolve the matter appropriately without the need for returning to the facility. Multiple requests made and concluded within the same first hour shall be compensated within the same one hour's overtime payment. Any time exceeding the first hour and any subsequent disturbances during the on-call period shall be compensated at overtime rates for the Fair Work Actual time taken in answering and dealing with the calls.

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

20 Modes of Employment

20.1 Employment Categories

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time; or
 - (ii) part-time; or
 - (iii) casual; or
 - (iv) fixed term.
- (b) At the time of engagement Edgarley will inform each Employee whether they are employed on a full-time, part-time, casual, or fixed term basis.

20.2 Full-time Employment

- (a) A full-time Employee is one who is engaged to work 38 ordinary hours per week or an average of 38 ordinary hours per week pursuant to clause 37 of this Agreement.
- (b) A full-time Employee will be paid a minimum of four (4) hours' pay for each engagement of an ordinary shift.

20.3 Part-time Employment

(a) Engagement of part time employees (General Principles)

- (i) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 ordinary hours per week and has reasonably predictable hours of work.
- (ii) A part-time Employee will be rostered for a minimum of four hours on any shift. This minimum engagement excludes recall to work (clauses 19.2 and 38.8) and attendance at meetings and mandatory training (clause 34).
- (iii) 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.

(b) Nurses only

- (i) Subject to the rostering provisions of clause 40, before commencing employment, Edgarley 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.
- (ii) The terms of the agreement in clause 20.3(b)(i) may be varied by agreement and recorded in writing (which may include electronic means). Agreement for variations may be for an ongoing or temporary basis; or be for a single or multiple shifts.

(c) Aged Care Employees only

- (i) Subject to the rostering provisions of clause 40, before commencing employment, Edgarley and Employee will agree in writing on:
 - (A) the span of hours that the Employee may be rostered within a fortnight. The span of hours shall include which shifts the Employee may be rostered to work; and
 - (B) the days of the week the Employee may be rostered to work within a fortnight; and
 - (C) the agreed minimum number of contracted hours to be worked per fortnight.
- (ii) The terms of the agreement in clause 20.3(c)(i) may be varied by agreement and recorded in writing (which may include electronic means). Agreement for variations may be for an ongoing or temporary basis; or be for a single or multiple shifts.

(d) Review of Part-time hours

Where the Employee is regularly working more than their specified contract hours they may request in writing that their contracted hours are reviewed by the Manager or by their nominated delegate. Such request may be made once every six months. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also

take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

- (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, parental leave, workers compensation; and/or
- (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.

Any adjusted contracted hours resulting from a review by Edgarley should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.

20.4 Casual Employment

- (a) A casual Employee is an Employee engaged as such. A casual Employee will be engaged for a minimum of four hours on any shift. Except where specified otherwise, a casual Employee will be paid an hourly rate equal to the ordinary rate of pay appropriate to the Employee's classification plus a casual loading of 25%.
- (b) It is intended that casual employment will only be utilised as bank staff to assist with genuine peaks and troughs or shortages of labour where permanent Employee are not available. It is not intended that casual Employees will be employed on a regular or systematic basis. If casual Employees do work on a regular and systematic basis, clause 20.5 will apply.
- (c) A casual Employee will be paid for all ordinary work performed in accordance with the rates set out in the table below, which are calculated on the ordinary rate of pay and are inclusive of the casual loading:

Casual Rates (inclusive of Casual Loading)				
	Monday to Friday	Saturday	Sunday	Public Holiday
Aged Care Employee	125%	175%	200%	275%
Enrolled Nurse	125%	187.5%	218.75%	250%
Registered Nurse	125%	187.5%	218.75%	250%

NOTE: The rates above are in addition to, and not in substitution of, the relevant shift allowance in clause 41.

- (d) In addition, a casual Employee shall be entitled to receive the appropriate uniform and other allowances prescribed herein, except where otherwise stated.
- (e) The casual loading is paid in compensation of such NES entitlements that are not payable to casual employees.
- (f) Where a casual Enrolled Nurse or Aged Care Employee has continuous service in accordance with clause 50.4 of this Agreement, such Employee shall not be excluded from the long service leave provisions prescribed in clause 50.

NOTE: Long Service Leave for casual Registered Nurses is dealt with at clauses 50.1(a) and 50.8 of this Agreement.

- (g) Where a casual Employee is required by Edgarley to work in excess of 10 hours in a day or 76 hours in a fortnight the casual Employee will be paid for such excess hours as overtime in accordance with the table below, calculated on the ordinary rate of pay, provided further that each period of overtime shall stand alone:

Casual Overtime Rates (inclusive of casual loading)					
	Monday - Friday (first 2 hours)	Monday - Friday (thereafter)	Saturday	Sunday	Public Holiday
Aged Care Employees	187.5%	250%	250%	250%	312.50%
Enrolled Nurse	187.5%	250%	250%	250%	312.50%
Registered Nurse	187.5%	250%	250%	250%	312.50%

20.5 Casual Conversion

- (a) A casual Employee may have a pathway to permanent employment in accordance with the [NES](#).

20.6 Fixed Term Employment Contracts

- (a) Fixed term employment will only be used for genuine fixed term arrangements. Such arrangements are subject to the restrictions contained in the Fair Work Act (cap of two years for rolling contracts unless they are one of the exceptions including those in (below).
- (b) 'Genuine fixed term arrangements' include but are not limited to: employment in graduate Nurse positions; replacement of Employees on parental 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.

21 Duties

21.1 Edgarley may direct an employee to carry out such duties that are within the limits of the employee's skill, competence, legal obligations, and training (including everyday life skills) consistent with the principles of holistic and person-centred care. Provided that:

- (a) where an employee performs duties associated with a higher role, that clause 44 is observed; and
- (b) employees in roles within the Nursing Stream will not perform clinical tasks that exceed the clinical scope of practice for their appointed role; and
- (c) Aged Care - Direct Care employees who are not nurses will not perform nursing functions or assessments.

21.2 Employees will perform their duties with regard to the environment of a residential aged care facility (being our residents' home) and take account of resident needs which include, but are not limited to:

- (a) Privacy and dignity;
- (b) Independence and choice;
- (c) Inclusion and respect;
- (d) Partnership with residents and families;
- (e) Safety and clinical care;
- (f) Wellbeing and quality of life;
- (g) Assessment and mitigation of risk.

- 21.3 Edgarley may direct an employee to increase their skills and competence through employer-provided training.

22 Staff Replacement

- 22.1 Edgarley is committed to ensuring efficient flexible rostering of Employees dependent on the service requirements of the residents.
- 22.2 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.
- 22.3 Where staff replacement is required, as determined above, Edgarley shall endeavour to fill the position as soon as practicable. Where required, the position shall be advertised as soon as practicable from the time Edgarley determines that replacement is required.

23 Workload Management and Filling of Vacancies

23.1 Workload Management

- (a) The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident/client care.
- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
- (i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (ii) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (iii) If a solution still cannot be identified and implemented, the matter should be referred to the Home Manager for further discussion.
 - (iv) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- (c) 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:
- (i) Clinical assessment of residents' needs;
 - (ii) The demand of the environment such as Home layout;
 - (iii) Statutory obligation (including, but not limited to, workplace health and safety legislation);
 - (iv) The requirements of nurse regulatory legislation;
 - (v) Reasonable workloads;

- (vi) Accreditation standards; and
 - (vii) Budgetary considerations.
- (d) If the issue is still unresolved, the Employee/s may advance the matter through clause 56 - Dispute Resolution Procedure.

23.2 Filling of Vacancies

- (a) Where a vacancy arises in Edgarley's staffing or where a change to either resident needs or numbers occurs, Edgarley will consider staffing requirements based on factors including but not limited to the assessed needs of the residents.

24 Police and NDIS Checks

- 24.1 Where an Employee is required by Edgarley to provide their police record or a NDIS check, the Employee is responsible for one quarter of the cost and the employer will fund three quarters of the reasonable expenses associated with procuring the police record or NDIS check.
- 24.2 If Edgarley holds a copy of the police check, then upon request by the Employee then Edgarley will provide a copy of the police or NDIS check that is held on the file to the Employee.

25 Letter of Appointment and Service and Training Certificate

- 25.1 Each Employee, other than a casual Employee, shall receive a Letter of Appointment, as specified in Appendix C, stating the place of work, their guaranteed weekly or fortnightly ordinary hours, classification, job title and name of this Agreement. For the avoidance of doubt, Edgarley may include such matters as it deems necessary in the Letter of Appointment, provided that the matters outlined in Appendix C are also included.
- 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.
- 25.2 Edgarley will provide an Employee, upon request, 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 Edgarley to verify the information contained in the certificate.
- 25.3 Upon commencement of employment, Edgarley will accept a Service and Training Certificate from the Employee for the purpose of determining the appropriate classification or experience pay point, subject to the following:
- (a) The Employee providing Edgarley with a copy of the Certificate; and
 - (b) The issuing employer verifying the contents to Edgarley, if requested (such verification may be verbal or written).

26 Additional Shifts

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

27 Clinical Care Manager / Clinical Care Coordinator / After Hours Coordinator Cover

Registered Nurse - Clinical Care Manager & Clinical Care Coordinator

27.1 Clinical Staff Coverage

Edgarley will have one EFT Director of Nursing (DoN) or Care Manager (however titled) at each facility and be classified and paid at RN Level 5.

- 27.2 Where a DoN or Care Manager is required by clause 27.1 but the role is vacant, Edgarley shall endeavour to appoint a full-time Registered Nurse to backfill the role. Provided the backfilling Registered Nurse is willing to perform the accountability of the relevant role (to the best of their ability) and undertake training where provided at the expense of Edgarley, the backfilling employee shall be paid higher duties at the Clinical Care Manager or DoN (as applicable) ordinary rate of pay (Level 5).
- 27.3 Where Edgarley has endeavoured but been unable to appoint either a full time DoN or Clinical Care Manager in accordance with clause 27.1 Edgarley shall fill such position to one (1) EFT of Registered Nurse/s.
- 27.4 Where, after making a reasonable effort, Edgarley cannot obtain a suitably qualified DoN or Clinical Care Manager or Clinical Care Coordinator, Edgarley will 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 clause 27.1.

Registered Nurse - After Hours Coordinator

- 27.5 There will be an After-Hours Coordinator appointed to be in-charge of the Home while there is no DoN or Clinical manager who is a Registered Nurse otherwise working (e.g. all PM, night, and weekend shifts). While most After Hours Coordinators will be appointed to that status on an ongoing basis, there will be circumstances where appointment may be on a shift-by-shift or short term basis.
- 27.6 The minimum classification that will apply to an After-Hours Coordinator will be:
- (a) In a Home with less than 61 beds, a Registered Nurse Level 4 at the relevant pay point.
 - (b) In a Home of 61 beds or more, a Registered Nurse Level 5 at the relevant pay point.
- 27.7 Provided that where no Registered Nurse is willing to assume the responsibility of an After Hours Coordinator then that employee will not be entitled to be paid as an After Hours Coordinator and will, instead, be paid in accordance with clause 28.
- 27.8 Only one Registered Nurse will be appointed and paid as the After Hours Coordinator at any one time.
- 27.9 Clause 27 has application subject to clause 28.

28 Enrolled Nurse – In Charge of Home Allowance and Filling of Vacancies

- 28.1 Edgarley is committed to appointing After-Hours Coordinators in accordance with clause 27.5 and complying with the legislated 24/7 requirements. The purpose of this clause is to ensure coverage in the absence of a suitably qualified After-Hours Coordinator on an ad hoc, temporary, or emergency basis only by enabling the appointment of an Endorsed Enrolled Nurse to be in charge of a Home. For the avoidance of doubt, no Nurse will be appointed under this clause on a regular or ongoing basis to be in charge of a Home after hours.
- 28.2 Where Edgarley has made every practical effort in accordance with clause 27.5 or an After-Hours Coordinator is unable to attend, then an Enrolled Nurse may be appointed as “In Charge” temporarily to fulfil the duty.
- 28.3 In the event of clause 28.2 being engaged, the appointed Enrolled Nurse will be paid an In Charge of Home Allowance as set out in Appendix A for such shift in addition to all other applicable allowances.
- 28.4 In the event of clause 28.1 being engaged, a Home Manager (who is a Registered Nurse), Director of Nursing, Clinical Care Manager or Clinical Care Coordinator must be rostered On Call to assist the nurse appointed as In Charge. The employees who are On Call may be from other facilities.
- 28.5 For the purposes of this clause, every practical effort as referred to at subclause 28.2, shall include:
- (a) **Unplanned Vacancies (e.g. personal / 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. "Defined Rate" means the rate of pay applicable to a Casual Registered Nurse employed under the terms of this Agreement at the classification applicable under the Agreement, plus a margin of not more than 40%. Nothing in this provision precludes an Employer choosing to fill the position through an Agency at the rate charged by the Agency.
 - (iv) The vacant shift/s will only be offered to an existing senior Enrolled Nurse Level 2 employee in accordance with clause 28 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 Edgarley becoming aware that the position is being vacated; and if not filled;
 - (ii) Advertising the position externally within four weeks of Edgarley becoming aware that the position is being vacated.
 - (c) Where Edgarley follows the 'practical efforts' noted above, it shall not be in breach of this provision.

29 Termination of Employment

29.1 Notice of Termination by Edgarley

- (a) Subject to clauses 29.1(b), 29.1(c), 29.1(e), 29.1(f) and 29.3, Edgarley may terminate the Employment of a full time or part time Employee by providing notice in accordance with the table below.

Period of Continuous Service	Minimum Period of Notice
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) A Registered Nurse with less three years' service shall be entitled to no less than two weeks' notice.
- (c) In addition to the minimum period of notice set out at clause 29.1(a) above, an Employee over 45 years of age is entitled to an additional week's notice, provided the Employee has completed at least two years of continuous service at the end of the day the notice is given.
- (d) In the case of casual Employees, the Employee will be provided with the notice period of one hour or the time between providing notice and the end of the Employee's shift worked, whichever is the greater period.
- (e) Edgarley may elect to make payment in lieu of notice prescribed by this 29.1, provided that an Employee's employment may also be terminated by provision of part of the period of notice specified and part payment in lieu thereof. The required amount of payment in lieu of notice will be at least what Edgarley would have been liable to pay the Employee at the full rate of pay (as defined in the Fair Work Act) for the ordinary hours the Employee would have worked had the employment continued until the end of the required notice period.
- (f) In addition to the circumstances set out in clause 29.3, the period of notice in clause 29.1(a) does not apply to:
- (i) Employees engaged for a specific period of time or for a specific task or tasks and who are terminated at the end of this specific period or task; or
 - (ii) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement.
- (g) Where Edgarley has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with Edgarley.

29.2 Notice of Termination by the Employee

- (a) At the time of termination, the Employee must provide to Edgarley the same periods of notice as listed in clauses 29.1(a) and 29.1(b). Casual Employees shall only be required to give notice to the end of their current shift worked.

29.3 Termination without notice

- (a) Edgarley may, without notice, summarily dismiss an Employee at any time for serious misconduct, wilful disobedience or any other reason that justifies summary dismissal at law.
- (b) If an Employee's employment is terminated under this clause 29.3, payment will be made up to the time of dismissal only.

29.4 Transfer of Business

Where there is a transfer of employment from the Employer to another employer, as set out in the Redundancy clause (clause 30) below, the period of continuous service that the Employee had with the Employer (the old employer) is deemed to be service with the new employer 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.

30 Redundancy

30.1 Definitions for this clause:

- (a) **Business** includes trade, process, business, or occupation and includes part of any such business.
- (b) **Redundancy** occurs where Edgarley has made a definite decision that it no longer wishes the job the Employee has been doing to be done by anyone and that decision leads to the termination of the employment of the Employee, except where this is due to the ordinary and customary turnover of labour (**Redundant** has a corresponding meaning).
- (c) **Week's pay** means an Employee's weekly rate of pay calculated according to the Employee's ordinary hours of work at their ordinary rate of pay (**weeks' pay** has a corresponding meaning). For the avoidance of doubt an Employee's week's pay excludes:
 - overtime;
 - penalty rates;
 - disability allowances;
 - shift allowances;
 - special rates;
 - fares and travelling time allowances;
 - bonuses; and
 - any other ancillary payments of a like nature.

30.2 An Employee to whom this clause 30 applies, is entitled to be paid Redundancy Pay by Edgarley if the Employee's employment is terminated:

- (a) because the Employee's position is Redundant; or
- (b) because of the insolvency or bankruptcy of Edgarley.

30.3 Transfer to Lower Paid Duties

- (a) Where an Employee through organisational change is to be transferred to lower paid duties or have their hours/penalties reduced, the Employer will investigate redeployment opportunities at the same or another facility which would allow for continuing employment at the same position or hours/income.
- (b) Where suitable redeployment positions are identified, these will be offered on the basis of the employee's suitability for the position, considering the following:

- (i) the employee being suitably qualified and/or possessing the requisite skills and/or experience for the position; and
 - (ii) the capacity of the employee to acquire the required skills within a reasonable time frame to effectively fulfil the position.
- (c) Where reasonable to do so the employer will provide training that would allow an employee to take up a redeployment position.
- (d) In such circumstances where redeployment at the same position, hours or penalties is not possible, the employee's pre-redeployment wages will be maintained for a period of three (3) months, including base wages and penalties. Payment due should be calculated to include:
- (i) payment for ordinary working hours; and
 - (ii) allowances, loadings, and penalties; and (iii) any other amounts payable under the employee's employment contract.
- (e) Employees with more than five (5) years continuous service will be eligible for maintenance of their pre-redeployment regular wages for a further period of three (3) months.

30.4 Redundancy Pay

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

Period of continuous service	Redundancy pay
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 30.1.

- (b) For the purposes of this clause, "continuous service" is as defined the Fair Work Act.

30.5 Application for an order of the FWC may be made for variation of the Redundancy Pay provided for in this clause. In a particular Redundancy situations as per clauses 30.7 or 30.11.

30.6 Employee Leaving during Notice Period

An Employee given notice of termination in circumstances of Redundancy may terminate their employment during the period of notice set out in clause 29 – 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 Edgarley until the expiry of the notice but will not be entitled to payment in lieu of notice.

30.7 Alternative Employment

- (a) Where Edgarley obtains acceptable alternative employment for the Employee, no Redundancy Pay is payable by Edgarley, subject to an order by the FWC.
- (b) On application by Edgarley, 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.

30.8 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 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 Edgarley, produce reasonable evidence 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.

30.9 Employees Exempted

Clause 30 of this Agreement does not apply to:

- Employees terminated as a consequence of serious misconduct;
- trainees;
- Employees engaged for a specific period of time or for a specified task or tasks; or
- casual Employees.

30.10 Transfer of Employment

- (a) An Employee is not entitled to Redundancy Pay in relation to the termination of their employment with Edgarley where:
 - (i) the Employee is offered and accepts employment with a new employer (**new employer**) which recognises the period of service which the Employee had with Edgarley to be service of the Employee with the new employer, and there is a transfer of employment in relation to the Employee for the purposes of the Fair Work Act; or
 - (ii) the Employee rejects an offer of employment with the new employer that:
 - (A) is on terms and conditions 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 Edgarley; and
 - (B) recognises the period of service which the Employee had with Edgarley to be service of the Employee with the new employer; and
 - (iii) had the Employee accepted the offer of employment, there would have been a transfer of employment in relation to the Employee for the purposes of the Fair Work Act.

- (b) The FWC may vary paragraphs 30.10(a)(i) or (ii) if it is satisfied that this provision would operate unfairly in a particular case.

30.11 Incapacity to Pay

The FWC may vary an Employee's entitlement to Redundancy Pay on the basis of Edgarley's incapacity to pay. An application for variation may be made by Edgarley.

PART D – CAREER STRUCTURE

31 Classifications

31.1 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 0 (Aged Care Employees) and Appendix B (Registered Nurses and Enrolled Nurses).

31.2 Registered and Enrolled Nurses and PCWs

Registered Nurses

- (a) Registered Nurse Entry Level

An Enrolled Nurse who is a Edgarley employee, subsequently completes an undergraduate course which leads to registration, and is subsequently registered as a Registered Nurse will be paid at the Level 2 at the Year level immediately above the weekly salary applicable to that Enrolled Nurse (inclusive of Leader Allowance and/or Qualification Allowance where applicable) effective from commencement of employment as a Registered Nurse.

Illustrative Example: An Enrolled Nurse Level 2 Pay Point 3 becomes a Registered Nurse and is entitled to Registered Nurse Level 2, Pay Point 2.

- (b) Registered Nurse Level 2

A Registered Nurse Level 2 works under the general supervision of a more experience Registered Nurse who is in charge of the facility, unit, or section with which the Registered Nurse Level 2 is working. For the avoidance of doubt, a Registered Nurse Level 2 is not in charge of the facility, unit, or section or responsible for the management of other staff unless they are being paid higher duties or an in charge allowance in accordance with the remainder of this Agreement.

Enrolled Nurses

- (c) The classification structure for Enrolled Nurses is set out in Appendix B. An Enrolled Nurse will progress from the relevant Pay Point increments within the Level, subject only to the prescribed experience requirements as set out in Appendix B. Experience, for the purposes of Pay Point progression, is defined at clause 7.2 of the Agreement.

PCW Grade 3

- (d) An Employee who holds a Certificate IV and has completed the requisite experience as a PCW Grade 2 will be automatically classified and paid at Level 5, provided they have provided evidence of the qualification to the employer.

32 Trainees

The pay rates for Aged Care Trainees are included in the pay rates provided in Appendix A. The Aged Care 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.

33 Students of Nursing working as PCWs

33.1 If a Personal Care Worker has **no certificate qualification** in Aged Care (ordinarily a WSG3) and they are enrolled in a Diploma of Nursing or a Bachelor of Nursing the employee will be appointed to a higher classification upon successfully completing a percentage of their course and providing the evidence required by clause 33.3 as follows:

	Diploma of Nursing	Bachelor of Nursing
Personal Care Worker Grade 2 (WSG6, Year 1)	Completed 33% of the modules	Completed 17% of the modules
Personal Care Worker Grade 3 (WSG8, Year 1)	Completed 66% of the modules	Completed 33% of the modules

33.2 If a Personal Care Worker has a **Certificate III** in Aged Care (ordinarily a WSG6) and they are enrolled in a Diploma of Nursing or a Bachelor of Nursing the employee will be appointed to a higher classification upon successfully completing a percentage of their course and providing the evidence required by clause 33.3 as follows:

	Diploma of Nursing	Bachelor of Nursing
Personal Care Worker Grade 3 (WSG8, Year 1)	Completed 33% of the modules	Completed 17% of the modules

33.3 Employees who meet the criteria in 33.1 or 33.2 will be eligible for the higher rates once the requisite modules are completed. However, an employee will only be paid at the higher rate once they have provided Edgarley with evidence of completion. A letter or transcript of results from the RTO or university attesting to their completion of the required modules will be sufficient evidence.

33.4 An employee who is employed as a Personal Care Worker while they are a Student in Nursing and who already meets the requisite criteria in clauses 33.1 or 33.2 shall be entitled to the higher rates from the date they commence employment with Edgarley provided they have notified and provided evidence of their eligibility to Edgarley within 6 months their commencement date (even if that evidence was not provided during the recruitment process).

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

34 Education and Professional Development

34.1 Full time Employees shall be entitled to five (5) days paid study / examination / conference leave per annum for the purposes of:

- (a) attending courses or conferences;

- (b) undertaking or preparing for examinations in a relevant course of study relevant to their work at the Home and is conducted by a recognised institution or training organisation; and/or
- (c) participating in the practical component of a nursing course of study.

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.

- 34.2 Leave entitlements pursuant to this clause shall not accumulate from year to year.
- 34.3 Study Leave shall be taken at a time that is mutually agreed between Edgarley and the Employee. Edgarley shall not unreasonably withhold approval for such leave.
- 34.4 Registered Nurses, Enrolled Nurses or Personal Care Workers are entitled to a further three days of paid 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 or for undertaking the practical components of a nursing course. The three days leave pursuant to this clause 34.4 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 at least three shifts or 24 hours per week over the previous year.
 - (c) Be subject to the Employee having been employed by Edgarley 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 the Agreement, relevant to advancement through the career structure and to employment with Edgarley and would normally be undertaken in a tertiary institution.
- 34.5 A day of leave for the purposes of this clause is:
- (i) a day the Employee would ordinarily be rostered to work but for taking the day as paid leave; and
 - (ii) the duration of the Employee's rostered shift or 7.6 hours, whichever is the lesser. In the circumstances where 7.6 hours constitutes the lesser duration, the Employee will not by reason of this clause receive less than their minimum contracted hours in the relevant fortnightly pay period. Payment of this leave is at the Employee's ordinary rate of pay.

35 Professional Development Leave

Edgarley shall ensure that operating budgets make reasonable provision for the ongoing professional development of permanent nursing Employees. Edgarley will encourage nursing Employees to attend relevant seminars and conferences on a regular basis. Payment by Edgarley for such seminars and conferences will either be paid in full by Edgarley, shared between Edgarley and Employee, or paid in full by the Employee. The payment arrangement will be at the sole discretion of Edgarley.

36 Internal/Compulsory Education and Training

- 36.1 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 Edgarley in each twelve month period or as required.

- 36.2 Except as provided for in 36.7 where the Employee attends compulsory training or other mandatory meeting 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.
- 36.3 Notwithstanding the overtime provisions in this Agreement, up to 8 hours total of compulsory training or mandatory meetings per calendar year may be held / undertaken outside an Employee's ordinary hours and be paid at the ordinary rate of pay and shall not be counted as "time worked" for the purposes of determining any overtime payments. Compulsory training/meetings held / undertaken outside of an Employee's ordinary hours, and which is in excess of 8 hours per calendar year will be paid at the applicable overtime penalty rate.
- 36.4 For the avoidance of doubt, attendance at compulsory training or mandatory meetings outside the normal rostered working time of an Employee shall not affect the ordinary rate paid to the Employee during normal rostered working time.
- 36.5 Attendance at any training course other than those referred to in clause 36.1 above may be supported by Edgarley in accordance with specific policy initiatives (none of which are incorporated into this Agreement). In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by Edgarley.
- 36.6 Where Edgarley has implemented or is participating in a no lift training program every Employee must attend the training required.

36.7 E-Learning

- (a) E-learning modules will normally be completed within the ordinary working hours in the workplace. Where the employee and their manager agree, modules can be completed outside of working hours and from home. The remaining terms within this clause 36.7 apply when such agreement is made.
- (b) Edgarley will allocate an amount of time for the completion of each compulsory e-learning module (the '**approved amount of time**').
- (c) When the e-learning is completed, Edgarley will pay employees for the approved amount of time taken to complete the module, irrespective of whether the employee successfully completes the module in a shorter time period. Such time shall not be regarded as time worked for the purposes of determining overtime payments.
- (d) The employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module. No penalty or overtime rates shall apply. Casual employees shall be paid casual loading.
- (e) Where an employee finds that it takes more than the approved amount of 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 from home. If an employee is still unable to complete the module after the additional time, they will again bring this to the attention of the Manager.

PART F – HOURS OF WORK, ROSTERS, AND RELATED MATTERS

37 Hours of Work

37.1 The ordinary hours for an employee are:

- (a) Up to 76 ordinary hours in a 2 week pay period.
- (b) Up to 48 hours in any one week of a fortnightly pay cycle.
- (c) For full-time and part-time employees, up to 8 ordinary hours of work (exclusive of meal breaks) for shifts other than a night shift, unless the employee has mutually agreed up to 10 ordinary hours of work (exclusive of meal breaks).
- (d) For full-time and part-time employees, up to 10 ordinary hours of work (exclusive of meal breaks) for night shift.
- (e) For casual employees, up to 10 ordinary hours of work (exclusive of meal breaks).
- (f) For a full-time or part-time employee, up to 10 shifts per fortnight.

NOTE: Broken Shifts are considered one single shift.

37.2 With the exception of Broken Shifts identified at clause 37.8 and meal breaks, the work of each shift shall be continuous.

37.3 Rest breaks between rostered work

- (a) A full-time or part-time employee will be allowed a break of 10 hours between the termination of one shift or period of ordinary time duty and the commencement of another, except the break may be reduced to 8 hours under the following circumstances:
 - (i) an employee has agreed to 8 hours;
 - (ii) in the case of a part-time employee:
 - (A) the subsequent shift is within the hours agreed to under clauses 20.3(b)(i) or 20.3(c)(i) (as applicable); or
 - (B) they have agreed to pick up an additional shift in the knowledge of the shorter break between work;
 - (iii) an Employee is transitioning between different shifts (for example, afternoon shift to morning shift) and the next rest break between rostered work will be no less than 16 hours; or
 - (iv) a Registered Nurse, Enrolled Nurse or Personal Care Worker is replacing an unexpected absence or is rostered in response to an emergency.
- (b) Where a full-time or part-time employee has not had a rest break in accordance with clause 37.3(a), the ordinary hours worked the employee will be paid the overtime rates that would apply for the entirety of that shift.
- (c) In accordance with the terms of casual employment, casual employees may decline a shift with less than a 10-hour break.

Span of Ordinary Hours

37.4 The ordinary hours of work for a day worker will be between 6.30 am and 6.00 pm Monday to Friday.

37.5 A shift worker has no span of ordinary hours.

Day/s Off in Each Week

37.6 Employees will receive two days off per week or four days off per fortnight (or eight days in a four-week cycle). Wherever practicable, employees will be rostered for two consecutive days off per week.

37.7 For the purposes of this clause the working week shall commence on Mondays.

Broken Shifts –Aged Care Classifications Only

37.8 With respect to broken shifts:

- (a) Broken shifts for the purposes of this clause means a shift worked by a casual or part-time Employee, by mutual agreement, that includes unpaid breaks (other than an unpaid meal break);
- (b) Edgarley will not roster broken shifts:
 - (i) without an employee's genuine mutual agreement; and
 - (ii) comprising of more than two engagements per shift.
- (c) Payment for a broken shift will be at the ordinary rate of pay with penalty rates and shift allowances as applicable, provided that for work performed by an Employee of a broken shift:
 - (i) Outside the spread of nine hours from the time of commencing work will be overtime and paid at:
 - (A) Time and a half the ordinary rate of pay for the first three hours (Monday to Friday shifts only)
 - (B) Time and three-quarters the ordinary rate of pay for the first three hours (Saturday and Sunday shifts)
 - (ii) Outside the spread of twelve hours from the time of commencing work will be overtime paid at double time the ordinary rate of pay.
 - (iii) Casual Employees will be paid casual loading where penalty rates or overtime do not apply (which already include casual loading).
- (d) Notwithstanding the above:
 - (i) Where a **part-time** Employee works in excess of the number of ordinary hours set out at clause 37.1 the Employee shall be paid in accordance with the overtime penalty rates set out at clause 38.4; and
 - (ii) Where a **casual** Employee works in excess of 10 hours in a shift or 76 hours in a fortnight, the Employee shall be paid in accordance with the overtime penalty rates set out at clause 20.4(g).

38 Overtime

38.1 All authorised work performed by an Employee in excess of the limits of ordinary hours set out in clause 37.1 of this Agreement shall be paid at overtime rates prescribed by clause 38.4.

NOTE: Overtime is also payable pursuant to other clauses within this Agreement including for Broken Shifts over a certain span (clause 37.8), inadequate breaks after overtime (clause 38.6) and Recall to Duty (clause 38.8).

38.2 Notwithstanding clause 38.1, overtime does not apply in the case of a Director of Nursing.

38.3 Part-Time Employees

- (a) To meet the commitment in clause 26 to maximise part-time employee hours, a part-time employee may be offered additional hours from time to time.
- (b) A part-time Aged Care Employee may agree to work the additional hours as ordinary time, and in doing so, vary their ordinary hours arrangements made in accordance with clause 20.3(c)(ii).
- (c) Notwithstanding clause 38.3(b), overtime will be payable to a part-time Aged Care Employee when:
 - (i) They work in excess of the limits of ordinary hours defined in clause 37.1;
 - (ii) More than 48 ordinary hours has been worked in any week of a pay fortnight.
 - (iii) Less than 12 hours' notice is provided before the commencement of the additional hours (irrespective of whether it was mutually agreed to or required by the employer).
 - (iv) Where agreement is not made in accordance with clause 38.3(b) and an employee is directed to perform work outside their rostered ordinary hours.

38.4 Overtime penalty rates (excluding casual Employees)

For authorised work performed by a full-time or part-time Employee in accordance with clause 37.1, the following overtime penalty rates apply, calculated on the ordinary rate of pay:

- (a) Monday to Friday - 150% for the first two hours and 200% thereafter.
- (b) Saturday and Sunday – 200%
- (c) Public Holidays – 250%

Note: The overtime rates for casuals are defined at clause 20.4(g) of this Agreement.

38.5 For the purposes of this Agreement, in accruing or calculating payment for overtime for an Employee, each period of overtime shall stand alone.

38.6 All Employees: Rest Periods after 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 10 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 their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- (c) If on the instructions of Edgarley such an Employee resumes or continues work without having had such 10 hours continuously off duty he or she shall be paid at the rate of **200%** the ordinary rate of pay 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.

- (d) 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 their place of residence, Edgarley shall provide adequate transport free of cost to the Employee.
- (e) 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 for nurses and 4 hours for all other staff.

38.7 Requirement to work reasonable overtime

- (a) Edgarley may require a full-time or part-time employee to work reasonable overtime at the overtime rates 38.4 (in the case of a full-time or part-time Employee); and offer casual employees overtime at the overtime rates in clause 20.4(g) (in the case of a casual Employee). A full-time and part-time 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.
- (b) In lieu of receiving payment for overtime worked in accordance with clause 38.4, full-time and part-time Employees may, with the consent of Edgarley, be allowed to take time off for a period of time equivalent to the period of overtime worked, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between Edgarley 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, or on termination of employment, or at the request of the Employee, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked. Where payment is requested by the Employee, the payment will be made in the next pay period following the request.

38.8 Recall to Duty

- (a) An Employee, whether required to be on call or not, and who is recalled to work after leaving Edgarley's premises will be paid for a minimum of three hours' work for Enrolled Nurses and Registered Nurses, and a minimum of four hours for Aged Care Employees, at the appropriate overtime rate.
- (b) Notwithstanding clause 38.8(a), where the Employee is recalled to duty, within two hours of the commencement time of their ordinary rostered shift, such Employee shall be paid for such recall up to the commencement of their ordinary shift at the applicable overtime rate and thereafter will be paid at their ordinary rate of pay for such time worked during their ordinary rostered shift. In such circumstances the minimum recall of three hours prescribed at clause 38.8(a) shall not apply.
- (c) 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 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.
- (d) An Employee who is recalled to work will not be obliged to work for three hours if the work for which the Employee was recalled is completed within a shorter period. However, where the Employee undertakes a second or subsequent recall within the initial three hour or four-hour recall period such Employee shall not be entitled to a further minimum recall payment, and shall be paid for such recall work, in excess of the minimum recall payment period, at the applicable overtime rate of pay.
- (e) 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.

39 Saturday and Sunday Work

- 39.1 Subject to clause 39.2 below, all rostered time of ordinary duty performed by full-time or part-time Employees between midnight on Friday and midnight on Sunday shall be paid for as follows, calculated on the ordinary rate of pay:

Full-Time and Part-Time Penalty Rates		
	Saturday	Sunday
Aged Care Employee	150%	Day Shift - 175% Afternoon Shift - 170% Night Shift - 167.5%
Enrolled Nurse	150%	160%
Registered Nurse	150%	160%

NOTE: The weekend penalty rates for **casual employees** are outlined at clause 20.4(c).

- 39.2 This clause shall not apply to a Director of Nursing or Clinical Care Manager.
- 39.3 The weekend rates in clause 39.1 and 20.4(c) are in addition to, and not in substitution of, the relevant shift work allowance in clause 41.

40 Rosters

40.1 Publication

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.

- 40.2 Except as in emergency situations seven days' notice shall be given of a change in roster.
- 40.3 Where Edgarley requires an Employee, without seven days' notice and outside the excepted circumstances prescribed in clause 40.2 above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked plus a Change of Roster Allowance as prescribed in Appendix A:
- (a) **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.
- 40.4 An Employee, by making a request in writing to Edgarley and subject to clause 40.4(a), may have their roster fixed by the following process, in lieu of clauses 40.1 to 40.3.
- (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 Edgarley. In such a case the roster for the Employee shall be fixed according to the provisions of clauses 40.1 to 40.3, 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.
- 40.5 The roster or rosters shall be drawn up so as to provide at least eight hours between successive ordinary shifts.
- 40.6 This clause shall not apply to casual Employees, Directors of Nursing or Clinical Care Managers.

40.7 While it is not obligatory, Edgarley will display any roster of the ordinary hours of work of casual staff. However, any publishing of casual hours does not change the basis of a casual employee's engagement.

40.8 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 Fair Work Actual hours worked at the ordinary 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.

40.9 Handovers

- (a) Edgarley recognises the importance of handovers for clinical safety and care of residents, as well as the efficient operation of the facility.
- (b) Should any Employee feel the handover time provided by Edgarley is insufficient, or not provided where it is required, then they should raise this matter with their Manager, who will investigate the concerns.

41 Shift Work

41.1 Morning / Afternoon Shift

In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish after 6.00 p.m. and at or before 8.00 a.m. or commence at or after 6.00 p.m. and before 6.30 a.m. shall be paid the AM/PM allowance amount (equal to 2.5% of the weekly allowance rate as defined) as set out below for each such rostered period of ordinary duty worked:

Date applicable from	Registered Nurse	Enrolled Nurse	Aged Care Employee Direct	Aged Care Employee General
FFPP 1 January 2024	33.25	31.94	29.40	26.53
FFPP 1 July 2024	33.92	32.57	29.99	27.06
FFPP 1 July 2025	34.93	33.55	30.89	27.87
FFPP 1 July 2026	35.98	34.56	31.82	28.71

41.2 Night Shift

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 the night shift allowance amount as set out below (equal to 5% of the weekly allowance rate as defined), in lieu of and not in addition to the AM/PM shift allowance, for each such rostered period of ordinary duty worked.

Date applicable from	Registered Nurse	Enrolled Nurse	Aged Care Employee Direct	Aged Care Employee General
FFPP 1 January 2024	66.50	63.87	58.81	53.06
FFPP 1 July 2024	67.83	65.15	59.98	54.12
FFPP 1 July 2025	69.86	67.10	61.78	55.74
FFPP 1 July 2026	71.96	69.12	63.63	57.41

41.3 Change of shift (Enrolled Nurses and Aged Care Employees only)

- (a) An Enrolled Nurse or Aged Care Employee who changes from working on one shift to working on another shift the time of commencement which differs by four hours or more from that of the first ("**change of shift**") he or she shall be paid an amount as set out in Appendix A (change of shift) on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause ("change of shift allowance").
- (b) Notwithstanding the provisions of clause 41.3(a) above the change of shift allowance is not payable in the following circumstances:
- (i) Where Edgarley agrees to a request in writing made on behalf of one or more Employees for changes in shifts.
 - (ii) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, rostered days off and public holidays.
 - (iii) In the case of an Aged Care 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.
 - (iv) In the case of an 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.
 - (v) 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.
 - (vi) The provisions of paragraphs 41.3(b)(iii), (iv) and (v) 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 41.3(b)(iii), (iv) and (v) would otherwise apply.
 - (vii) 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.
 - (viii) In circumstances other than those applying in paragraphs (iii)-(vii) inclusive, where an Employee is required by a roster posted in accordance with clause 40.1 to work a change of shift.
 - (ix) Notwithstanding paragraph 41.3(b)(viii), an Employee may notify Edgarley 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.

- (x) Where an Employee notifies Edgarley in accordance with paragraph 41.3(b)(ix), Edgarley 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.
- (c) 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 41.3(b)(i) or (v).

42 Meal Breaks

- 42.1 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 will be taken at a mutually agreed time during the shift as rostered. Subject to clause 42.2, Employees are entitled to leave the ward/unit and Home during their meal break.
- 42.2 Where an Employee is required to remain available or on duty during a meal break (including that they are advised by Edgarley that they are unable to leave the ward/unit or Home) or is interrupted during that meal break, the Employee will continue to be paid at the overtime rate of pay until such time as the meal break is taken by the Employee, free from duty, or the Employee's shift ends (whichever occurs first).
- 42.3 Notwithstanding clause 42.2, where a Registered Nurse or Enrolled Nurse In Charge is rostered and required to remain available and on duty during their meal break (e.g. the sole RN on night shift or weekends), the Employee shall be paid a 30 minute meal interval at the ordinary rate of pay for such meal break (paid meal break).
- 42.4 Provided that at the request of the Employee, and with the agreement of Edgarley, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of a meal break, finish the shift 30 minutes earlier, or forfeit the meal break and work continuously for the duration of the shift.

43 Paid Tea Breaks

- 43.1 Where 5 hours or **more** are worked on a shift, Employees will be allowed two 10-minute tea breaks (the first tea break being taken within the first four hours worked).
- 43.2 Where **less than** 5 hours are worked on a shift, Employees will be allowed one 10-minute tea break.
- 43.3 Subject to agreement between Edgarley and employee, two 10-minute tea breaks may be taken as one 20-minute tea break.
- 43.4 Tea breaks will count as time worked.

44 Higher Duties

- 44.1 Any Employee (except a Clinical Care Manager) 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 ordinary rate of pay 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.
- 44.2 A Clinical Care Manager 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 ordinary of pay set out in the Agreement of that higher classification for the entire period of relief.

PART G – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

45 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.

45.1 Basic Entitlement

- (a) All Nurse Employees are entitled to five weeks of annual leave (190 hours for full-time Employees) for each year of service (pro rata for part-time Employees) on ordinary pay as defined in clause 45.6(a). This leave entitlement is inclusive of the base NES annual leave entitlement and the additional week under the NES for a 'shiftworker' as defined herein.
- (b) All Aged Care Employees are entitled to four weeks (152 hours for full-time Employees) of annual leave for each year of service (pro-rata for part-time Employees) on ordinary pay as defined in clause 45.6(a).
- (c) An Employee's entitlement to annual leave 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.

45.2 Additional Week of Annual Leave for Certain Workers

NOTE: This clause is intended to define the criteria for the additional week of annual leave for shiftworkers under section 87(1)(b)(ii) of the Fair Work Act. We have re-named the clause to avoid confusion of eligibility with those who are shiftworkers but do not meet the conditions below.

In addition to the leave prescribed in 45.1, an Employee who meets the criteria herein is entitled to an additional week of annual leave (pro-rata for part-time Enrolled Nurses and Aged Care Employees) per year of service. For the avoidance of doubt, this is a sixth week of annual leave for Nurses and a fifth week of annual leave for Aged Care Employees. An Employee is eligible to accrue this additional week of annual leave if, during any service year an employee:

- (i) is regularly rostered to work their ordinary hours outside 6.30am to 6.00pm Monday to Friday; and/or
- (ii) works for more than four ordinary hours on 10 or more weekends.

45.3 Public Holidays and Personal/Carer's Leave occurring during Annual Leave

- (a) If a public holiday falls during a period of paid annual leave the Employee is taken not to be on paid annual leave on that public holiday.
- (b) Where on annual leave an Employee needs to take, or needed to take personal/carer's leave on any days on which he or she would otherwise have worked, provided the Employee forwards Edgarley evidence of personal/carer's leave required in accordance with this Agreement and/or its policies and procedures (none of which are incorporated into this Agreement), then the day or days for which the Employee has provided personal leave evidence shall be deducted from any paid personal/carer's leave entitlement standing to the Employee's credit, and the annual leave day(s) shall be re-credited to their annual leave entitlement.

45.4 Effect of Termination on Annual Leave

- (a) If, when the employment of an Employee ends, the Employee has a period of untaken accrued paid annual leave, Edgarley will pay the Employee the amount that would have been payable to the Employee had the Employee taken the period of annual leave.
- (b) The annual leave loading prescribed in clause 45.6(a) shall apply to pro rata payment of leave on termination or resignation of employment.

45.5 Taking of Leave

- (a) An Employee must provide Edgarley with four weeks' notice of the date from which the Employee proposes to commence their annual leave, unless otherwise mutually agreed upon between the parties concerned.
- (b) Paid annual leave may be taken for a period agreed between an Employee and Edgarley, provided that the Employee complies with Edgarley's notification and approval requirements. Edgarley will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. Notwithstanding the provisions of this subclause, Edgarley may direct an Employee to take a period of annual leave in accordance with 45.5(c).
- (c) Edgarley may direct an Employee after not less than eight weeks' and not more than 12 months' notice to the Employee, to take a period of annual leave if the Employee has accrued more than double their annual entitlement to annual leave, provided:
 - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (ii) Edgarley will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both Edgarley and Employee;
 - (iii) the Employee cannot be directed to take annual leave where such direction would result in the Employee being directed to reduce the accrued leave to less than six weeks, unless agreed otherwise between Edgarley and Employee; and
 - (iv) the direction must not be inconsistent with any leave arrangement agreed between Edgarley and Employee.

45.6 Payment for Leave

- (a) Employees shall receive their ordinary pay during all periods of paid annual leave and, before going on leave, and may elect to be paid in advance for the period of such leave. **Ordinary pay**

for the purposes of annual leave means the Employee's ordinary hours of work during the period over which annual leave is taken, multiplied by their ordinary rate of pay, provided that:

(i) In addition to the ordinary pay, as defined in this clause, all Employees shall receive the **higher** of either (A) or (B) below:

(A) a loading of 17.5%, calculated on the ordinary rate of pay for the ordinary hours of work in the period of annual leave taken;

- provided further that an Employee whose weekly salary is or exceeds the weekly rate provided for in this Agreement for a Registered Nurse, Level 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 5 (weeks);

or

(B) in respect of the period of annual leave granted an amount comprising the following that the Employee would have received had they not been on leave during the relevant period:

- shift work allowances according to roster or projected roster;
- Saturday and Sunday penalty rates according to roster or projected roster;
- qualification allowances; and
- uniform allowances.

45.7 Calculation of continuous service

For the purposes of this clause 45 the meaning of service and continuous service shall be in accordance the Fair Work Act.

45.8 Preservation of annual leave

Where an Employee reduces their working hours by agreement with Edgarley, 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 Edgarley may direct that up to half of the accrued annual leave is taken by the Employee.

45.9 Cashing Out Annual Leave

Edgarley and Employee may enter into a written agreement for the cashing out of a particular amount of annual leave, subject to the following:

- (a) Each cashing out of a particular amount of annual leave must be by a separate written agreement between Edgarley and Employee;
- (b) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks;
- (c) Where an Employee forgoes an entitlement to take an amount of annual leave, Edgarley will pay the Employee the amount of pay that the Employee would have received had the Employee taken the leave that the Employee has forgone, plus leave loading that would otherwise have been payable;

- (d) Superannuation contributions will be made on annual leave cashed out in accordance with the applicable legislation.

46 Personal/Carer's Leave

The paid personal/carer's leave provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) only. Casual Employees are entitled to unpaid carer's leave as set out in this clause.

46.1 Definitions

Immediate family is defined at clause 2.1 of this Agreement.

46.2 Access to Paid Personal/Carer's Leave

- (a) Paid personal/carer's 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 ill or injured and requires the Employee's care or support; or who requires care or support due to an unexpected emergency.
- (b) Edgarley may, in its discretion, grant paid leave consistent with these 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'.

46.3 Amount of Paid Personal/Carer's Leave

- (a) The amount of personal/carer's leave to which a full-time Employee is entitled depends on how long they have worked for Edgarley and accrues progressively 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) Part-time Employees are entitled to accrue a pro rata amount of the full-time entitlement to paid personal/carer's leave set out in clause 46.3(a), calculated on a pro rata basis according to the Employee's ordinary hours of work and accruing progressively during a year of service.

46.4 Accrual of Personal/Carer's Leave

The balance of paid personal/carer's leave entitlements which have not been taken in any year shall be cumulative from year to year.

46.5 Carer's Leave to Care for an Immediate Family or Household Member

- (a) An Employee is entitled to use accrued paid personal/carer's leave, each year to provide care or support for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency, provided Edgarley's notice, and evidentiary requirements are met. Such leave may be taken for part of a single day. Each day or part of a day of carer's leave taken is to be deducted from the amount of the Employee's accrued personal/carer's leave.
- (b) Where an Employee has exhausted all paid personal/carer's leave entitlements or in the case of a casual Employee, the Employee is entitled to take up to two days' unpaid carer's leave on

each permissible occasion to provide care or support for a member of their immediate family or household who is ill or injured and requires care or support or who requires care or support due to an unexpected emergency. Edgarley and the Employee shall agree on the period of unpaid carer's leave taken by the Employee. In the absence of agreement, the Employee is entitled to take up to two days for each permissible occasion, provided Edgarley's evidentiary requirements are met.

- (c) When taking leave to provide care or support for a member of their immediate family or household who is ill or injured and requires care or support, the Employee must, if required by Edgarley, establish by production of a medical certificate or statutory declaration, the reason/s for taking such leave and the relationship of the person concerned to the Employee.
- (d) 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 Edgarley, establish by production of documentation acceptable to Edgarley or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee. For the avoidance of doubt, a statutory declaration is required for all absences on account of carer's leave that occur on any day either side of a public holiday, or immediately before or after or during any period of other leave.
- (e) In the case of carer's leave the Employee must, where practicable, give Edgarley:
 - (i) notice prior to the absence of the intention to take leave;
 - (ii) the relationship of the person requiring the Employee's care or support;
 - (iii) the reasons for taking such leave; and
 - (iv) the estimated length of absence.
- (f) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify Edgarley by telephone of such absence as soon as practicable on the day of absence.

46.6 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, and such appointment cannot be reasonably obtained outside of the ordinary rostered shift of the Employee, the Employee shall be granted out of personal leave entitlements leave of absence for a period not exceeding five working days in aggregate in any personal leave accrual year. Employees must take all reasonable steps to schedule such appointments at the start / end of the working day, so as to minimise the disruption to working hours.

46.7 Evidence Supporting Claim for Personal / Carer's Leave

- (a) An employee who has given his or her employer notice of the taking of Personal/Carer's Leave will, if required by Edgarley, give the employer evidence that would satisfy a reasonable person that the leave is taken for reasons set out in clause 46.2(a). Examples include, but are not limited to, medical certificates, statutory declarations, prescription medications or attendance certificates for the purposes of carer's leave.
- (b) Notwithstanding 46.7(a), an Employee will be excused from providing evidence to access Personal Leave for a single day's absence for four occasions in any one year of service. Provided that where Edgarley observes a pattern of unevidenced personal or carer's leave absences by an individual Employee immediately before or after a public holiday, or immediately before or after or during any period of leave other than annual leave, Edgarley may require any future absences by that individual Employee before or after public holidays, or immediately

before or after or during any period of leave other than annual leave, to be accompanied by evidence that would satisfy a reasonable person. The Employee will be notified in writing of the pattern observed and the requirement to produce evidence with respect to such future absences immediately before or after public holidays or leave periods.

(c) **Evidence for Chronic Health Issues**

NOTE: Edgarley has agreed to trial this exception to medical evidence requirements in support of its staff who suffer from chronic health conditions.

- (i) An employee who suffers a chronic health issue may provide a medical certificate or statement from their treating Registered Health Practitioner dated no more than one month prior and outlining:
 - (A) The name and address of the Registered Health Practitioner.
 - (B) Confirmation that the Registered Health Practitioner has examined the Employee, and that the chronic health issue is under active management by the registered health practitioner;
 - (C) The diagnosis of the chronic condition; and
 - (D) A confirmation that the chronic illness is likely to cause the employee to be unfit for work for periods of time, and the estimated frequency and duration of such periods.
- (ii) If a medical certificate/statement includes the detail outlined in clause 46.7(c)(i) then that employee will be exempt from the requirement to provide any further evidence in support of personal/carer's leave taken in relation to the stated chronic health issue for a period of 12 months unless:
 - (A) The Employee is taking Personal/Carer's Leave of a frequency and duration that doesn't match the medical certification; or
 - (B) Edgarley holds a genuine concern for the Employee's health and wellbeing.

46.8 The medical statement/certificate related to a specific chronic condition must be renewed by the Employee each 12 months. The disclosure of a chronic condition will be treated confidentially by Edgarley.

46.9 Employee Notice Requirements for Personal Leave

Where an Employee is absent on the grounds of personal leave, the Employee must give their Employer notice of such absence in accordance with this clause.

- (a) The notice must be given to Edgarley as soon as reasonably practicable (which may be at a time that is before or after the period of personal leave has started).
- (b) The notice must be to the effect that the Employee requires (or required) leave during the period because of a personal illness, or injury, of the Employee.
- (c) This section does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.

47 Compassionate Leave

47.1 An Employee is entitled to three (3) days compassionate leave for each occasion (a *permissible occasion*) when:

- (a) a member of the Employee's immediate family or a member of the Employee's household:
 - (i) dies; or
 - (ii) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or
 - (b) 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
 - (c) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 47.2 Leave may be taken for a particular permissible occasion as a continuous two day period; or in two separate periods of one day each; or any separate periods to which Edgarley and Employee agree. If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the Employee may take compassionate leave for that occasion at any time while an illness or injury persists.
- 47.3 If, in accordance with this clause, an Employee, other than a casual, takes a period of compassionate leave, Edgarley must pay the employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work in the period. For casual Employees compassionate leave is unpaid.
- 47.4 An Employee must give Edgarley notice of the taking of leave under this clause by the Employee. This notice must be given to Edgarley as soon as practicable (which may be a time after the leave has started) and must advise Edgarley of the period, or expected period, of leave.
- 47.5 Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of Edgarley as a reasonable person, if requested. Such evidence may include a medical certificate or statutory declaration.
- 47.6 An Employee may take additional unpaid compassionate leave by agreement with Edgarley.

48 Purchased Leave

- 48.1 Edgarley and an employee (other than a casual employee) may agree to a Purchased Leave arrangement to fund extended periods of leave that would have otherwise been unpaid.

48.2 Applying for Purchased Leave

An application for Purchased Leave will include the dates for the period of leave and will be subject to approval at the absolute discretion of Edgarley.

48.3 Accruing Purchased Leave

- (a) Purchased Leave will operate by way of an employee authorising Edgarley to deduct a portion of their earnings each fortnight and accrue that amount to be later used for a period of leave that would otherwise have been unpaid.
- (b) Edgarley will calculate the value of the period of leave and then deduct from the employee's fortnightly pay equal instalments to fund the period of Purchased Leave. Provided that if an employee does not earn enough in their fortnightly pay to cover the deduction (For example, through a change in the employee's minimum guaranteed hours or the taking of leave without pay), Edgarley is not required to make up the shortfall in earnings.

48.4 Taking Purchased Leave

- (a) Unless varied or terminated in accordance with the remainder of clause 48, an employee will take Purchased Leave on the dates agreed to at the time of approval.
- (b) Purchased Leave will be paid to the employee at an hourly rate that fully utilises the accrued deductions. No other penalty rates, loadings, allowances, or other like payments will apply.
- (c) Subject to Superannuation legislation, Superannuation will be paid (where applicable) on the pre-deducted earnings and not at the time of taking the Purchased Leave.

48.5 Variations, Cancellations and Termination

- (a) Applications by employees to vary an approved Purchased Leave arrangement are subject to the absolute discretion of Edgarley. If approval is granted, Edgarley will re-calculate the value of the period of leave and adjust the deductions from the employee's earnings accordingly.
- (b) An employee may cancel a Purchased Leave arrangement by giving Edgarley no less than 4 weeks written notice prior to the period of Purchased Leave.
- (c) Upon cancellation of a Purchased Leave arrangement or the termination of the employee's employment, Edgarley will pay the accrued and unused Purchased Leave money back to the employee in the next available pay period (where practicable).

49 Parental Leave and Edgarley Paid Parental Leave Scheme

49.1 Parental Leave and related entitlements are provided for in the NES.

NOTE: Parental Leave under the Fair Work Act also includes adoption leave.

49.2 Notwithstanding the type of leave taken, the maximum period from when an employee commences Parental Leave to when that employee returns to work at the conclusion of Parental Leave (**'the Parental Leave Period'**) shall not exceed 52 weeks, unless otherwise extended in accordance with the NES or additional forms of leave (such as Annual Leave) are applied for and approved.

49.3 Edgarley Paid Parental Leave Scheme

- (a) The Edgarley Paid Parental Leave Scheme's objective is to provide employees with a period of payment during an otherwise unpaid period of parental leave under the NES. This Paid Parental Leave Scheme applies to adoptions eligible for unpaid parental leave under the Fair Work Act.
- (b) Permanent Full-Time or Part-time employees who are entitled to Parental Leave in accordance with the NES are also eligible to apply for Paid Parental Leave in accordance with the terms of this clause for any single Parental Leave Period.

(c) **Amount of Leave**

An employee is entitled to one (but not both) of the following amounts of Paid Parental Leave in a single Parental Leave Period:

- (i) The amount of Paid Parental Leave for a Primary Carer is 8 weeks:
- (ii) The amount of Paid Parental Leave for a Partner is 2 weeks.

(d) **Payment for Parental Leave**

- (i) The number of hours per week that a Part-Time employee shall be paid will be equal to the average ordinary hours (including all additional ordinary hours) worked by an employee over the past 12 months or their contracted hours set by clause 20.3(b) –

whichever is greater. For subsequent parental leave periods, a temporary change of hours will not be regarded as a change to an Employee's contracted hours.

- (ii) Paid Parental Leave will be paid at the employee's minimum rate of pay applicable to their classification and pay point.
- (iii) An employee may elect to take Paid Parental Leave at half pay for double the duration.
- (iv) Superannuation will be paid on periods provided under Edgarley's Paid Parental Leave Scheme.

NOTE: This does not apply to periods of leave that may be paid under a Government paid parental leave scheme. See clause 49.3(h)(ii)(C).

(e) Taking Paid Parental Leave

- (i) Paid Parental Leave must be taken in a single unbroken period within the Parental Leave Period.
- (ii) The earliest date Paid Parental Leave may start shall be the same as unpaid parental leave in accordance with the NES.
- (iii) An employee taking a portion of Paid Parental Leave must do so within the Parental Leave Period.
- (iv) Only one person can be designated as the Primary Carer for the adopted child at a point in time.
- (v) While an employee is on Paid Parental Leave they may request Edgarley substitute a Paid Parental Leave day:
 - (A) to be paid as absent for a Public Holiday; or
 - (B) to take Personal / Carer's Leave or Compassionate Leave (in accordance with the terms of taking such leave); and
 - (C) provided that:
 - doing so will not extend the Parental Leave Period and any substituted Paid Parental Leave hours will be forfeited by the employee; and
 - requests must be made to Edgarley no later than 2 weeks after the public holiday or end of personal / carer's leave.

(f) Pregnancy Loss

- (i) In the circumstances of an employee suffering a pregnancy loss after 20 weeks' gestation or the child is not living at the time of birth, the employee shall be entitled to Paid Parental Leave on the same terms as had the child lived.
- (ii) In circumstances of an employee suffering a pregnancy loss up to and including 20 weeks', the employee shall be entitled to two weeks Paid Parental Leave under the remaining terms of this clause. For the avoidance of doubt, an employee in such circumstances may access other paid leave in accordance with the remainder of this Agreement.

(g) **Notice Requirements**

- (i) To be eligible for Paid Parental Leave under this Agreement, an employee must provide written notice to Edgarley in advance of the expected date of commencement of the Parental Leave Period. The notice requirements are:
 - (A) at least 10 weeks prior to the expected date of birth – and include a medical certificate from a registered medical doctor, obstetrician or gynaecologist stating that the employee is pregnant; and
 - (B) by way of confirmation, at least 4 weeks prior to the date on which the employee proposes to commence parental leave and the period of leave to be taken.
- (ii) When the Employee gives notice under clause 49.3(g)(i), the Employee must also provide a statutory declaration stating particulars of any period of partner leave sought or taken by the partner and that for the period of parental leave the Employee will not engage in any conduct inconsistent with their contract of employment.
- (iii) An Employee will remain eligible for Parental Leave if failure to give the stipulated notice under clause 49.3(g)(i) is a result of birth (or a pregnancy loss) occurring earlier than the expected date.

(h) **Miscellaneous Terms**

- (i) Paid Parental Leave will count as continuous service within the meaning of the Fair Work Act.
- (ii) For the avoidance of doubt, the Paid Parental Leave Scheme provided under this Agreement:
 - (A) is subject to an employee remaining eligible for Parental Leave under the NES during a Parental Leave Period;
 - (B) covers employees who are eligible for adoption-related leave under the NES;
 - (C) operates independently and in addition to any Government paid parental leave scheme (or other like Government benefit); and
 - (D) replaces any other Paid Parental Leave scheme(s) provided for under Edgarley Health Care's policies.

50 Long Service Leave

50.1 Scope of this clause

- (a) An Employee (other than a casual Registered Nurse) shall be entitled to paid long service leave in respect of continuous service with the Employer in accordance with the provisions of this clause.

NOTE: Continuous service for Permanent Registered Nurses who perform continuous service as a casual Registered Nurse is recognised in accordance with clause 50.8.

- (b) Notwithstanding the remainder of this clause, a casual Registered Nurse shall be entitled to long service leave entitlement in accordance with the *Long Service Leave Act 2018 (Vic)* (as amended).

50.2 Definitions

- (a) For the purpose of this clause the following definitions apply:
- (i) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary rate of pay provided in Appendix A, at the time the leave is taken or (if he or she dies before the completion of leave so taken) as at the time of their death and shall include the amount of any increase to the Employee's ordinary rate of pay which occurred during the period of leave.

NOTE: Employees wishing to reduce their contracted weekly hours are recommended to seek advice from their Union or the applicable Edgarley's Human Resources departments to understand the impact of this change on their Long Service Leave.

- (ii) **Month** shall mean a calendar month.
- (iii) **Transfer of Employment** shall be in accordance with the provisions of the Fair Work Act.

50.3 Entitlement to Long Service Leave

- (a) On the completion by the Employee of fifteen years continuous service, an Employee is entitled to an amount of long service leave equal to six months' (26 weeks in total, or 1.733 weeks of long service per year of continuous service).
- (b) For each additional five years' service, an Employee will be entitled to an additional amount of long service leave equal to two months' (8.666 weeks).
- (c) An Employee of at least 7 years' service may apply to take long service leave on a pro-rata basis before their full entitlement falls due. Pro-rata long service leave shall be at the same rate of 1.733 weeks per year of continuous service.

50.4 Transfer of Employment and Continuity of Service

- (a) Where a business is transferred from one employer (the old employer) to another employer (the new employer) either before or after this Agreement an Employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count his or her service with the old employer as service with the new employer for the purposes of this clause.
- (b) For the purposes of this clause, service shall be deemed to be continuous notwithstanding:
- (i) the taking of any annual leave, long service leave, or other paid leave approved in writing by the Employer and not covered by paragraphs (ii) or (iv) below.
- (ii) any absence from work of not more than fourteen days in any year on account of illness or injury or if applicable such longer period as provided in clause 46 (Personal/Carer's Leave) of this Agreement.
- (iii) 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 long service leave or annual leave;
- (iv) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the accident pay provisions of this Agreement;
- (v) any unpaid leave of absence of the Employee where:
- (A) the absence is authorised in advance in writing by the Employer to be counted as service; or

- (B) for the first 13 weeks' unpaid parental leave per occasion of such leave, up to a maximum of 52 weeks unpaid parental leave across all occasions.
 - (vi) any interruption arising directly or indirectly from an industrial dispute;
 - (vii) any period of absence from employment between the engagement with one Home of the Employer and another provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the Employee actually received on termination or for which was paid in lieu;
 - (viii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
 - (ix) any unpaid absence from work (subject to (v) above) of an Employee for a period not exceeding the period allowed by the NES in respect of any pregnancy or adoption;
 - (x) in the case of a Registered Nurse or Enrolled Nurse, any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
 - (xi) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by paragraph (iv) above.
- (c) In calculating the period of continuous service of any Employee any interruption or absence of a kind mentioned in clause 50.4(b)(ii) to (v) above shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in paragraphs 50.4(b)(vi) to (ix) shall not be counted as part of the period of service unless it is so authorised in writing by the Employer.
 - (d) The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the Employee concerned.
 - (e) The Employer shall keep or cause to be kept a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

50.5 Taking Long Service Leave

- (a) The time that Long Service Leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements.
- (b) Long Service Leave will be taken in one or more periods, with each period being not less than 1 day.
- (c) Edgarley will not unreasonably refuse to agree to a request by an Employee to take Long Service Leave (or pro-rata long service leave provided by clause 50.3(c)).
- (d) In the event of any dispute over the timing or approval of long service leave then the dispute resolution procedures of clause 56 shall apply. The FWC may make a determination in accordance with the Dispute Resolution Procedure provided such a determination will not require leave to commence before 6 months from the date of such determination.
- (e) Notwithstanding the above, the parties agree that an Employee, by mutual agreement with the Employer, may elect to take double the period of their accrued long service leave at half pay.
- (f) Applications under this clause shall be at the initiative of the Employee and shall be in writing.
- (g) Any long service leave shall be inclusive of any public holiday occurring during the period when the leave is taken.

- (h) All Long Service Leave taken by an Employee shall be deducted from their Long Service Leave balance for all purposes under this clause and, where applicable, the *Long Service Leave Act 2018 (Vic)*.
- (i) **Transition to Pro-Rata Long Service Leave (2024 only)**

Notwithstanding clause 50.5(c), it will be deemed reasonable for Edgarley to refuse applications for pro-rata long service leave from employees with more than 7 but less than 10 years' service for the first 6 months of the operation of this Agreement.

50.6 Payment for Period of Leave

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
 - (i) in full in advance when the Employee commenced their leave; or
 - (ii) at the same time as payment would have been made if the Employee had remained on duty; or
 - (iii) in any other way agreed between the Employer and the Employee.
- (b) The parties recommend that Employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.
- (c) Edgarley, if requested by the Employee, will provide information as to the amount of tax the Employer believes it is required to deduct where payment of long service leave is sought under this clause. The Employer shall not be responsible for the decision made by the Employee as a result of this information.
- (d) Where an increase occurs in the ordinary rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

50.7 Transition to Retirement

- (a) Notwithstanding the above, an Employee who is 60 years or older who plans to retire in the next 24 months and who wishes to reduce their contracted hours, can apply to preserve their accrued long service leave hours at the number of hours currently worked for a period of not greater than 24 months.
- (b) In the event the Employee decides not to retire within 24 months, all future long service leave taken or paid out beyond that 24 month period is paid at the number of hours being worked at the time leave is taken.

NOTE: Employees wishing to utilise this term of the Agreement are recommended to seek advice from their Union or Edgarley to understand the impact of a transition to retirement on their Long Service Leave.

50.8 Registered Nurses who transition between Permanent and Casual Employment

- (a) A casual Registered Nurse is not entitled to long service leave under this Agreement but the entitlement to long service leave shall be in accordance with the Long Service Leave Act 2018 (Vic).
- (b) However, where a Registered Nurse has a continuous period of employment with Edgarley but there are mixed periods of casual and permanent employment then that nurse will accrue leave at the following rate for each period:

- (i) 0.8666 weeks of leave per year of service for casual service pursuant to the *Long Service Leave Act 2018* (VIC); and
 - (ii) 1.7333 weeks per year of service for permanent employment pursuant to the remaining terms of clause 50 of this Agreement.
- (c) For the purposes of recognising casual service under this clause 50.8, continuous service for casual employment will be as defined by the *Long Service Leave Act 2018* (VIC) and not the Fair Work Act.

50.9 Long Service Leave upon Termination of Employment

- (a) In the case of an Employee with at least 15 years' continuous service and whose employment terminates other than by the death of the Employee, in addition to the entitlement under clause 50.3, any unused Long Service Leave plus a pro-rata amount calculated at 1.733 weeks of long service leave per year of service;
- (b) In the case of an Employee with at least 7 years' but less than 15 years' continuous service and whose employment terminates for any reason other than for engaging in serious misconduct (as defined by the Fair Work Act), any unused Long Service Leave plus a pro-rata amount calculated at 1.733 weeks of long service leave per year of service.
- (c) In the circumstances outlined in 50.9(a) and (b) above, the Employee will be entitled to pay in respect of such long service leave as at the date of termination of the employment.

50.10 Payment in Lieu of Long Service Leave on the Death of an Employee

Where an Employee dies who has completed at least 7 years' service while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative the sum equal to the pay of such Employee for 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee.

51 Public Holidays

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

- (a) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day, and Boxing Day; and
- (b) The following days, as prescribed in Victoria: Australia Day, Anzac Day, Queen'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; and
- (d) Where declared by the State of Victoria, Grand Final Eve (otherwise known as the 'Friday before the AFL Grand Final').

51.2 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.

51.3 For all Employees other than those referred to in clause 51.2, including casual Employees:

- (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.

51.4 Those Employees, subject to clause 51.3, who work on the Fair Work 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 the ordinary rate of pay. However, 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.

51.5 Where in Victoria or a locality of Victoria, public holidays are declared or prescribed on days other than those set out in clauses 51.1 to 51.3, 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 1993 (Vic)* on Monday 27 December or Tuesday 28 December, then a shift worker who works any of these days will be paid public holiday penalty rates on each day worked.

51.6 Alternative public holidays

The Employer and an Employee may agree to recognise another day, or part-day, for a day or part-day (as the case may be) that would otherwise be a public holiday under this clause.

51.7 Payment for ordinary work performed on a public holiday

- (a) Subject to the arrangements set out in clauses 51.1 to 51.5 above, ordinary hours worked by full-time and part-time Employees on a public holiday will be paid at the following rates, calculated on the ordinary rate of pay (see clause 20.4(c) for **casual** public holiday rates):

Employee type	Weekday Public Holiday	Weekend Public Holiday
Registered Nurse	200%	250%
Enrolled Nurse	250%	250%
Aged Care Employee	250%	250%

- (b) These rates are in substitution of any additional rate for weekend work (but not shift work allowances) which would otherwise be payable had the ordinary hours worked not been on a public holiday.

51.8 Easter Saturday (Full-time Enrolled Nurses and Full-time Aged Care Classifications)

In respect of Easter Saturday, an Enrolled Nurse or Aged Care Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay (calculated on the ordinary rate of pay) in respect of Easter Saturday or, where there is mutual agreement between the Employer and the Employee, 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 their annual leave.

51.9 Public Holidays occurring on Rostered Days Off

- (a) Full-time employees

- (i) Registered Nurses shall receive a sum equal to a day's ordinary pay (calculated on their ordinary rate of pay) for public holidays that occur on their rostered day off, except for holidays falling on Saturday or Sunday with respect to Monday and Friday Employees.
 - (ii) 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 their ordinary day at their ordinary rate of pay; 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 their annual leave.
- (b) Part-time employees
- (i) 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.
 - (ii) **"Ordinarily required"** means the Employee has worked the particular day on which the public holiday falls on 50% or more of the occasions within the last six months (not counting absences due to paid leave); provided the Employee has not changed their availability for ordinary hours prior to the public holiday to exclude the day of the week the public holiday falls.

51.10 Public Holidays occurring during Annual Leave or Personal/Carer's Leave

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

52 Community Services Leave

52.1 Blood Donors Leave

- (a) The 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 Home.
- (b) Employees will give at least seven days' notice to Edgarley of their intention to take leave in accordance with clause 52.1(a). Leave will only be granted where it does not adversely impact the staffing and workload needs of the Home.

52.2 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, subject to the Employee providing to Edgarley:
 - (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 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 52.2(a).

- (c) In addition to paragraph 52.2(b) above, where an Employee who is a member of a voluntary emergency relief organisation makes application to access their annual leave for the purpose of assisting in regard to a critical incident where a local emergency situation arises that requires the attendance of the Employee, Edgarley shall facilitate that access.

52.3 Special Disaster Leave

Special disaster leave of up to 3 paid days per calendar year is payable where:

- (a) The Employee is a full-time or part-time employees;
- (b) Personal Leave is not available either because the Employee has exhausted the accrual, or the circumstances does not qualify for Personal Leave; and
- (c) The Employee is unable to attend due to a disaster (such as fire or flood) where:
 - (i) the Employee's residence is damaged or under imminent threat of major damage;
 - (ii) the lives or safety of their immediate family or household members are threatened; or
 - (iii) there is a formal closure, flooding, or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.
- (d) Special disaster leave is non-cumulative.

52.4 Jury Service

- (a) An Employee (including an eligible casual employee as defined by the *Juries Act 2000* (Vic)), who is required to attend for jury service in any court during their ordinary working hours 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) Edgarley 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 Edgarley any monies payable to the Employee from the court for such attendance (excluding expenses) which required the Employee's absence from work.

53 Family and Domestic Violence Leave

General Principles

- 53.1 The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. The Employer is committed to providing support to staff that experience family and domestic violence.
- 53.2 Understanding the traumatic nature of family and domestic violence, the Employer will support their employees if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An employee will not be discriminated against or have adverse action taken

against them because of their disclosure of, experience of, or perceived experience of, family violence.

Definition of family and domestic violence leave

- 53.3 For the purpose of this clause, family and domestic violence is violent, threatening, or other abusive behaviour by a close relative of an employee, a member of an employee's household, or a current or former intimate partner of an employee, that:
- (a) seeks to coerce or control the employee; and
 - (b) causes the employee harm or to be fearful.
- 53.4 A close relative of the employee is a person who:
- (a) is a member of the employee's immediate family; or
 - (b) is related to the employee according to Aboriginal or Torres Strait Islander kinship rules.

Paid family and domestic violence leave

- 53.5 An employee, including a casual employee, is entitled to up to 10 days of paid family and domestic violence leave in a 12-month period.
- 53.6 Paid family and domestic violence leave:
- (a) is available in full at the start of each 12-month period of the employee's employment; and
 - (b) is paid at the employee's full rate of pay; and
 - (c) does not accumulate from year to year; and
 - (d) is not paid out on termination of employment.
- 53.7 An employee may take paid family and domestic violence leave if they are experiencing family and domestic violence and they need to do something to deal with the impact of the family and domestic violence, including but not limited to, attending legal proceedings, counselling, appointments with a medical or legal practitioner, and relocation and safety activities directly associated with alleviating the effects of family and domestic violence.
- 53.8 In addition, an employee, including a casual employee, who provides support to a person experiencing family and domestic violence is entitled to access family and domestic violence leave for the purpose of:
- (a) accompanying that person to legal proceedings, counselling, appointments with a medical or legal practitioner;
 - (b) assisting with relocation or other safety arrangements; or
 - (c) other activities associated with the family and domestic violence including caring for children.
- 53.9 Paid family and domestic violence leave are in addition to existing leave entitlements, may be taken as consecutive or single days or as a fraction of a day, and can be taken without prior approval.

Unpaid family and domestic violence leave

- 53.10 Upon exhaustion of the paid leave entitlement, an Employee may request further periods of unpaid leave for the same activities for which paid leave would be available. Such a request will not be unreasonably denied.

Notice and evidence requirements

- 53.11 To access paid and unpaid leave, where requested, the Employee will provide the Employer with evidence that would satisfy a reasonable person, substantiating the purpose(s) of the leave and that the leave is related to alleviating the effects of family and domestic violence. Such evidence may include a document issued by the police service, a court, a health professional, a family violence support service, a social worker, a lawyer, a financial institution, an accountant, or a statutory declaration.
- 53.12 In collecting evidence in support of a leave application, to protect privacy, it will be sufficient for the Employer to source evidence establishing the definition of family and domestic violence. It will therefore generally be unnecessary to access significant detail related to the precise circumstances of the family and domestic violence.

Confidentiality

- 53.13 The Employer must ensure that any personal information provided by the employee to the Employer concerning an employee's experience of family and domestic violence is kept confidential.
- 53.14 The Employer will not, other than with the consent of the employee, use such information for a purpose other than satisfying itself in relation to the employee's entitlement to leave.
- 53.15 Information concerning an employee's experience of family and domestic violence will not be kept on an employee's personnel file. The employer will inform the employee that the file will be stored confidentially for a period of 7 years. At that time the employee may request the file be deleted. The employee may also request the employer maintain the file which they may access for use in any legal matter they might engage in.
- 53.16 At no time will family and domestic violence leave be indicated on pay slips or pay advice documentation. In particular, the pay slip of an affected employee must not include:
- (a) A statement that an amount paid to, or foregone by, the employee is a payment in respect of paid family and domestic violence leave;
 - (b) A statement that a period of leave taken by the employee has been taken as a period of family and domestic violence leave; or
 - (c) The balance of an employee's entitlement to paid family and domestic violence leave.
- 53.17 Nothing in this subclause prevents an employer from dealing with information provided by an employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

Contact person

- 53.18 The Employer will nominate a contact person to provide support for employees experiencing family and domestic violence and will notify employees of the name of the nominated contact person. The nominated contact person must be appropriately trained in relation to family and domestic violence and privacy issues relevant to the workplace.
- 53.19 Where requested by an employee, the contact person will liaise with the employee's supervisor on the employee's behalf and will make a recommendation on the most appropriate form of support.
- 53.20 An employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, a Health and Safety Representative (HSR) or an HWU delegate.
- 53.21 Health and Safety Representatives and union delegates will be provided paid time off work for appropriate training in supporting employees at the workplace who are experiencing family violence.

Individual support

- 53.22 In order to provide support to an employee experiencing family and domestic violence or an employee providing care or support to a member of their immediate family or household who is experiencing family and domestic violence, the Employer will approve any reasonable request from an employee for:
- (a) changes to their span of hours or pattern or hours and/or shift patterns;
 - (b) job redesign or changes to duties;
 - (c) relocation to suitable employment within [the Employer];
 - (d) a change to their telephone number or email address to avoid harassing contact; or
 - (e) any other appropriate measure including those available under flexible work arrangements.
- 53.23 Any changes made to an Employee's role under clause 53.22 should be reviewed at agreed periods. When an Employee no longer requires the changes made under clause 53.22, the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
- 53.24 An employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered:
- (a) access to professionals trained specifically in family and domestic violence through the Employee Assistance Program (EAP); and
 - (b) a resource pack containing information in relation to external support agencies, referral services and other local employee support resources.
- 53.25 The Employer will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an employee reports family and domestic violence.
- 53.26 For the avoidance of doubt:
- (a) casual employees are entitled to take family and domestic violence leave; and
 - (b) This clause does not limit an Employee from accessing other forms of leave, including accrued personal leave, if they exhaust their entitlement to paid family and domestic violence leave.
- 53.27 More information on Family and Domestic Violence Leave is available on the [Fair Work Ombudsman's](#) website.

54 Ceremonial Leave

An Employee who is required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 8 working days unpaid leave and 2 days paid leave in any one year, with the approval of Edgarley.

55 Representative Leave

- 55.1 The Fair Work Act provides that union workplace delegates (see 55.5 below) are entitled to:
- (a) represent the industrial interests of members and persons eligible to be members (potential members) of the employee organisation (including in disputes with their employer)

- (b) reasonable communication with members and potential members about their industrial interests, including by electronic means
 - (c) reasonable access to the workplace and its facilities (including reasonable use of computer terminal, meeting rooms and phone) to represent those industrial interests.
 - (d) reasonable access to paid time during normal working hours for workplace delegate training.
- 55.2 As a guide to what is reasonable each union workplace delegate will be provided with three days paid leave per union representative (1 January to 31 December) to attend trade union events, union delegate training leave, attendance at union conferences, IR or OHS education meetings and courses, provided that:
- (a) two weeks period of notice is provided to Edgarley through the General Manager;
 - (b) the approval of leave must have regard to the operational requirements of Edgarley (which may include outbreaks and requirements for staffing levels/care minutes);
 - (c) this leave shall be paid at the ordinary time rate of pay.
- 55.3 Where there is more than one job representative or delegate, applications will be considered on an equitable basis, taking into account when each job rep or delegate last accessed paid leave.
- 55.4 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- 55.5 For the purposes of this clause **workplace delegate** means a person appointed or elected, in accordance with the rules of an employee organisation, to be a delegate or representative (however described) for members who are employees of the Employer.
- 55.6 Where the relevant Award clause is more beneficial than this clause it will prevail to the extent of any inconsistency, except in relation to reasonable time for workplace delegate training at 55.2 above (which provides a more beneficial entitlement than the Award clause).

PART H – ANCILLARY AND DISPUTE SETTLEMENT

56 Dispute Resolution Procedure

- 56.1 This dispute resolution procedure will apply to any dispute relating to:
- (a) a matter arising under this Agreement; or
 - (b) the NES; or
 - (c) a matter arising under section 65(5) of the Fair Work Act.
- 56.2 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. If such discussions do not resolve the dispute, there will be further discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.
- 56.3 A party to the dispute may choose to be represented at any stage by a representative including a Union or an employer organisation at any time. A representative, a Union or employer organisation on behalf of an Employer, may initiate a dispute. For clarity, the HWU and the ANMF are parties to this Agreement and may be a party to a dispute under this clause. Where the HWU and/or the

ANMF is a party to a dispute, they may utilise the provisions of this clause in their own right, including referring a dispute to the FWC for conciliation and, if the matter in dispute remains unresolved, arbitration.

- 56.4 If the grievance is still unresolved following the steps outlined in clause 56.2, the matter shall be referred to the Senior Manager of Edgarley, however titled and a meeting arranged.
- 56.5 The above steps shall take place as soon as reasonably practicable.
- 56.6 If a dispute in relation to a matter arising under the Agreement 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 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 powers conferred by the Fair Work Act.
- 56.7 Disputes of a collective character may be dealt with more expeditiously by an early reference to the Commission. However, no dispute of a collective character may be referred to the Commission directly without a genuine attempt to resolve the dispute at the workplace level.
- 56.8 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 FWC, 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.
- 56.9 The decision of the FWC will bind the parties, subject to either party exercising a right of appeal in accordance with the Fair Work Act.

57 Disciplinary Procedure

57.1 Application

- (a) Where the Employer has concerns about the conduct of an Employee, or a performance issue that may constitute misconduct, the following procedure is to apply.
- (b) Exception – Employees who have not completed a minimum period of employment with the Employer
- (c) Where an Employee has not completed a period of employment with their Employer of at least the minimum employment period defined at s.383 of the Fair Work Act and the Employer is considering the termination of the Employee's employment, the Employer will:
- (i) provide the concerns in writing to the Employee as soon as practicable following the Employer becoming aware of the alleged concerns;
 - (ii) advise the Employee of their right to have a representative, including a Union representative;
 - (iii) other than in the case of Serious Misconduct, provide the Employee an opportunity to improve their Performance or Conduct);
 - (iv) meet with the Employee (and, where relevant, their representative); and
 - (v) consider any explanation by the Employee including any matters raised in mitigation before making a decision to terminate the employment.

- (vi) The terms of clause 57.3 to 57.5 inclusive do not apply to Employees within the scope of the exception in this clause 57.1(b).

57.2 Definitions

- (a) Performance means the manner in which the Employee fulfils their job requirements. The level of performance is determined by an Employee's knowledge, skills, qualifications, abilities and the requirements of the role.
- (b) Conduct means the manner in which the Employee behaviour impacts on their work.
- (c) Misconduct means an Employee's failure to abide by or adhere to the standards of conduct expected by the Employer.
- (d) Serious **misconduct** is as defined under the *Fair Work Regulations 2009* (Cth).

57.3 Investigative procedure

- (a) The Employer will advise the Employee of the concerns in question and any allegation in writing and conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- (b) Important procedural factors at this point in time include:
 - (i) The Employer must take all reasonable steps to give the Employee a reasonable opportunity to answer any concerns or allegations, including by providing sufficient particularisation of the allegations and all relevant material.
 - (ii) The reason for any interview is to be explained.
 - (iii) The Employee is to be given a reasonable time to respond to the allegations.
 - (iv) If the Employee raises an issue in their response to the Employer's concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the Employee's response.
- (c) A reasonable opportunity is to be provided for a support person or representative of the Employee's choice to attend all interviews or meetings conducted by the Employer with the Employee with respect to all matters set out in this clause.

57.4 Procedure to address poor Performance or Misconduct

- (a) If following the investigation, the Employer reasonably considers that the Employee's conduct or performance may warrant disciplinary steps being taken, the Employer will notify the Employee in writing of the basis of its view, and any allegation and meet with the Employee.
- (b) In considering whether the Employee should be disciplined the Employer will consider:
 - (i) whether there is a valid reason related to the conduct of the Employee arising from the investigation justifying the disciplinary process;
 - (ii) whether the Employee knew or ought to have known that the conduct was below acceptable standards; and
 - (iii) any explanation by the Employee relating to conduct including any matters raised in mitigation.

57.5 Possible outcomes

- (a) 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.

- (b) 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.
- (c) 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.
- (d) In the event of further conduct or performance issues, then the Employee may be terminated after the matters have been investigated and is found to be substantiated.
- (e) Notwithstanding the above process, for serious matters pertaining to conduct or performance Edgarley may also issue a "final warning" in the first instance. A "final warning" shall be such that the Employee is notified that in the event that there are further performance or conduct issues, the Employee may be terminated. Further, termination or summary dismissal of an Employee may still occur for acts of serious misconduct.
- (f) During all steps in the Disciplinary Procedure referred to in this clause, the Employee has the right to representation of their choice, including the ANMF or HWU. Edgarley may be represented by the representative of their choice. The procedure may be delayed due to the unavailability of the chosen representative of the Employee or Employer. 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 chosen representative of the Employee or Edgarley.
- (g) Records relating to disciplinary procedures will not be relied upon by Edgarley for any subsequent disciplinary procedures where a continuous period of 12 months elapses without further warning/s.

58 Notice Board

Edgarley shall make available a Notice Board in the work location accessible to Employees, for the purpose of local Employee union delegates posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings.

59 Consultation

Nothing in this clause limits the employer's obligations to consult with HSRs under the OHS Act.

59.1 Consultation regarding major change

- (a) Where Edgarley proposes a major workplace change that may have a significant effect on an Employee or Employees, Edgarley will consult with the affected Employee/s and the Unions before any proposed change occurs.
- (b) Workplace change includes (but is not limited to) technological change.
- (c) Consultation will include those who are absent (including on workers' compensation or parental leave).
- (d) Edgarley will take reasonable steps to ensure Employees, HSRs (where relevant) and the Unions can participate effectively in the consultation process.

(e)

59.2 Definitions

Under this clause 59:

- (a) **Consultation** means a genuine opportunity to influence the decision maker, but not joint decision making. It is not merely an announcement as to what is about to happen.
- (b) **Affected employee** means an Employee on whom a major workplace change may have a significant effect.
- (c) **Major change** means a change in Edgarley's program, production, organisation, physical workplace, workplace arrangements, structure or technology that is likely to have a significant effect on Employees.
- (d) (d) Significant **effect** includes but is not limited to:
- (i) termination of employment;
 - (ii) changes in the size, composition or operation of Edgarley's workforce (including from outsourcing) or skills required;
 - (iii) alteration of the number of hours worked and/or reduction in remuneration;
 - (iv) changes to an Employee's classification, position description, duties or reporting lines;
 - (v) the need for retraining or relocation/redeployment/transfer to another site or to other work;
 - (vi) removal of an existing amenity;
 - (vii) the removal or reduction of job opportunities, promotion opportunities or job tenure; and/or
 - (viii) the opening of new facilities, the proposed sale of a facility, or the purchase of an existing facility/business.
- (e) **Measures to mitigate or avert** may include but are not limited to:
- (i) redeployment;
 - (ii) retraining;
 - (iii) salary maintenance;
 - (iv) job sharing; and/or
 - (v) maintenance of accruals.

59.3 Consultation steps and indicative reasonable timeframes

- (a) Consultation includes the steps set out below.
- (b) Timeframes for each step must allow a party to consultation (including a representative) to genuinely participate in an informed way having regard for all the circumstances including the complexity of the change proposed, and the need for Employees and their representative to meet with each other and consider and discuss Edgarley's proposal.
- (c) The following table makes clear the relevant steps and indicative timeframes for the consultation process.

Step	Action	Timeframe
1.	Edgarley provides change impact statement and other written material required by subclause 59.4	
2.	Written response from Employees and / or Unions	14 days of step 1
3.	Consultation Meeting/s convened	7-14 days of step 2
4.	Further Edgarley response (where relevant)	After the conclusion of step 3

5.	Alternative proposal from Employees or Unions	14 days of step 4
6.	Edgarley to consider alternative proposal/s consistent with the obligation to consult and, if applicable, to arrange further meetings with Employees or Unions prior to advising outcome of consultation	14 days of step 5

59.4 Change Impact Statement (Step 1)

Prior to consultation required by this clause, Edgarley will provide affected Employee/s and the Unions with a written Change Impact Statement setting out all relevant information including:

- (a) the details of proposed change;
- (b) the reasons for the proposed change;
- (c) the possible effect on Employees of the proposed change on workload and other occupational health and safety impacts;
- (d) where occupational health and safety impacts are identified, a risk assessment of the potential effects of the change on the health and safety of Employees, undertaken in consultation with HSRs, and the proposed mitigating actions to be implemented to prevent such effects;
- (e) the expected benefit of the change;
- (f) measures Edgarley is considering that may mitigate or avert the effects of the proposed change;
- (g) the right of an affected Employee to have a representative including a Union representative at any time during the change process; and
- (h) other written material relevant to the reasons for the proposed change (such as consultant reports), excluding material that is commercial in confidence or cannot be disclosed under the *Health Services Act 1988* or other legislation.

59.5 Employee / Union response (step 2)

Following receipt of the change impact statement, affected Employees and / or the Union may respond in writing to any matter arising from the proposed change.

59.6 Meetings (step 3)

- (a) As part of consultation, Edgarley will meet with the Employee/s, the Union and other nominated representative/s (if any) to discuss:
 - (i) the proposed change;
 - (ii) proposals to mitigate or avert the impact of the proposed change;
 - (iii) any matter identified in the written response from the affected Employees and / or the Union.
- (b) To avoid doubt, the 'first meeting' at step 3 does not limit the number of meetings for consultation.

59.7 Edgarley response (step 4)

Edgarley will give prompt and genuine consideration to matters arising from consultation and will provide a written response to the Employees and the Union.

59.8 Alternative proposal (step 5)

The affected Employee/s and the Union may submit alternative proposal(s) which will take into account the intended objective and benefits of the proposal. Alternative proposals should be submitted in a timely manner so that unreasonable delay may be avoided.

59.9 **Outcome of consultation (step 6)**

Edgarley will give prompt and genuine consideration to matters arising from consultation, including an alternative proposal submitted under sub-clause 59.8, and will advise the affected Employees, the Union and other nominated representatives (if any) in writing of the outcome of consultation including:

- (a) whether Edgarley intends to proceed with the change proposal;
- (b) any amendment to the change proposal arising from consultation;
- (c) details of any measures to mitigate or avert the effect of the changes on affected Employees; and
- (d) a summary of how matters that have been raised by Employees and the Union, including any alternative proposal, have been taken into account.

59.10 **Consultation about changes to rosters or hours of work**

- (a) Where Edgarley proposes to change an Employee's regular roster or ordinary hours of, the Edgarley must consult with the Employee/s affected and their representatives, if any, about the proposed change.
- (b) Edgarley must:
 - (i) consider health and safety impacts including fatigue;
 - (ii) provide to the Employee/s affected and their representative, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (iii) invite the Employee/s affected and their representative, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iv) give consideration to any views about the impact of the proposed change that is given by the Employee/s concerned and/or their representative.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic, unpredictable working hours, self-rostering or, where permitted, a rotating roster.
- (d) These provisions are to be read in conjunction with the terms of the engagement between Edgarley and the Employee, other Agreement provisions concerning the scheduling of work and notice requirements.

59.11 **Consultation disputes**

Any dispute regarding the obligations under this clause will be dealt under the Dispute Resolution Procedure at clause 56.

60 Accident Pay

Accident Pay shall be in accordance with Appendix D.

61 Right to Request Flexible Working Arrangements

Requests for flexible working arrangements are provided for in the NES.

NOTE: Disputes about requests for flexible working arrangements may be dealt with under clause 56 - Dispute Resolution Procedure and/or under section 65B of the Fair Work Act.

- 61.1 The Fair Work Act entitles specified Employees to request flexible working arrangement in specified circumstances.
- 61.2 The specified Employees are:
- (a) full time or part Employees with at least 12 months continuous service; and
 - (b) long term casual Employees who have been employed on a regular basis for at least 12 months and with a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- 61.3 The specified circumstances are if the Employee:
- (a) pregnant;
 - (b) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (c) is a carer within the meaning of the Carer Recognition Act 2010 which includes, with some exceptions, caring for someone who has a disability, a medical condition (including a terminal or chronic illness), a mental illness or is frail or aged;
 - (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 household, who requires care or support because the member is experiencing violence from the member's family.
- 61.4 A specified Employee may make a request to the Employer for a change in working arrangements relating to the specified circumstances at sub-clause 61.3.
- 61.5 A request for flexible working arrangements includes (but is not limited to) a request to work part-time upon return to work after taking leave for the birth or adoption of a child to assist the Employee to care for the child (which may, for example, include a reduction in existing part-time hours).
- 61.6 Changes in working arrangements may include (but are not limited to) changes to hours of work, patterns of work and location of work.
- 61.7 The request by the Employee must be in writing, set out details of the change sought and the reasons for the change.
- 61.8 The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request. A request may only be refused on reasonable business grounds as described in the NES and must not occur unless the Employer has discussed the request with the employee and genuinely tried to reach an agreement with the employee about making changes to the employee's working arrangements to accommodate the specified circumstances and the Employer has also had regard to the consequences of its refusal to agree to the request.
- 61.9** Where the Employer refuses the request, the written response must include details of the reasons for the refusal.
- 61.10** Where a request for flexible working arrangements is made, an Employee or Employer is entitled to meet with the other Party to discuss:

- (a) the request;
 - (b) (an alternative to the request; or
 - (c) reasons for a refusal on reasonable business grounds.
- 61.11 An Employee or Employer may choose to be represented at any meeting by a representative including a Union or employer organisation.
- 61.12 The dispute resolution procedure in the Agreement will apply to any dispute / grievance arising in relation to a request for flexible working arrangements.
- 61.13 Other entitlements relevant to family violence can be found at clause 53 (Family and Domestic Violence Leave).

62 Fitness for Work and Reasonable Adjustments

- 62.1 The Employer is responsible for providing a workplace that is safe and without risk to health for Employees, so far as is reasonably practicable.
- 62.2 Each Employee is responsible for ensuring that they are fit to perform the inherent requirement of their duties without risk to the safety, health and well-being of themselves and others within the workplace. This responsibility includes compliance with reasonable measures put in place by the Employer and any related occupational health and safety requirements.
- 62.3 In the event the Employee's manager forms a reasonable belief as defined at subclause 62.4 below that an Employee may be unfit to perform their duties, the manager will discuss their concerns with the Employee in a timely manner.
- 62.4 In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities.
- 62.5 Where an employee has been absent from the workplace for a period of four or more weeks due to personal illness or injury, they may be asked to provide evidence that they can undertake the inherent requirements of their duties prior to returning to the workplace (provided the employer has formed a reasonable belief as defined in 62.4 above).
- 62.6 In this clause treating medical practitioner may, where relevant, also include programs such as the Nursing and Midwifery Health Program Victoria, or a psychologist.
- 62.7 The Employer will:
- (a) take all reasonable steps to give the Employee an opportunity to answer any concerns;
 - (b) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer;
 - (c) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that employees can safely undertake and sustain the inherent requirements of their duties; and
 - (d) take these responses into account in considering whether reasonable adjustments can be made in order that the employee can safely undertake and sustain the inherent requirements.
- 62.8 Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee's consent to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. The Employee will advise the Employer of the Employee's treating medical practitioner, and

the Employer will provide to the Employee, in writing, the concerns that form the basis of the reasonable belief to assist and a copy of any correspondence to the Employee's treating medical practitioner.

- 62.9 The Employee will provide a copy of the report to the Employer.
- 62.10 The Employer and Employee will meet to discuss any report.
- 62.11 The Employer will consider the need to obtain advice from an independent Occupational Therapist (or suitably qualified professional) to undertake an assessment of the Employee's physical capacity to perform the tasks required within their substantive position or role.
- 62.12 If, on receipt of the report, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner. Before referring the employee to the IME, the employer will consult with the Employee and their representative (if any) over the questions and accompanying material that will form the basis of the examination, to ensure that the questions are consistent with the job description and actual role performed by the Employee.
- 62.13 Where the Employee attends a medical practitioner under either sub-clauses 62.8 or 62.11 above:
- (a) the Employee will be provided with a copy of any correspondence sent to the medical practitioner and any resulting report;
 - (b) the Employer will pay for the cost of the appointment and report where the employee is directed by the employer to attend an IME
- 62.14 Where the Employer holds a reasonable belief that the Employee remains unfit for duty, despite the Employee providing a medical clearance, the Employee will receive their usual weekly pay whilst undergoing assessments conducted by an Occupational Therapist (or suitably qualified professional) or attending an IME.
- 62.15 Nothing in this clause prevents an Employer from:
- (a) taking any reasonable step to ensure a safe work environment; or
 - (b) terminating an employee who, subject to the medical evidence available at the time, will not be able to undertake the inherent requirements of their role in the foreseeable future (but only after reasonable adjustments have been considered or an attempt has been made to implement them, under sub-clause 62.16 below).

Reasonable Adjustments

- 62.16 Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform the inherent requirements of the role, subject to subclause 62.17 below.
- 62.17 An Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the inherent requirements of their job even after the adjustments are made.
- 62.18 Definitions
- (a) **Disability** has the same meaning as section 4 of the Equal Opportunity Act and includes:
 - total or partial loss of a bodily function; or
 - presence in the body of organisms that may cause disease;
 - total or partial loss of a part of the body; or
 - malfunction of a part of the body including a mental or psychological disease or disorder or condition or disorder that results in a person

learning more slowly than those without the condition or disorder.

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

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

SIGNING CLAUSE

DATED this day of 2024

.....

Signature on behalf of Edgarley

Print Name

I declare that I am authorised to sign this Agreement on behalf of Edgarley Home Incorporated in the capacity of

..... [insert title]

.....
[Address]

DATED this day of 2024

.....

[Signature: on behalf of the Australian Nursing and
Midwifery Federation (Victorian Branch) as a
Nominated Bargaining Representative]

Print Name

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

.....[insert title]

535 Elizabeth Street Melbourne Vic 3000
[Address]

DATED this day of 2024

.....
Signature: on behalf of 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 in the
capacity of

.....[insert title]

10A / 663 Victoria Street, Abbotsford, Vic 3067[Address]

APPENDIX A – WAGE RATES & ALLOWANCES

STRUCTURE OF THIS APPENDIX

This Appendix A is in three parts. Each part outlines the wages and allowances for the applicable group of employees:

PART 1 – Aged Care Employees

PART 2 – Enrolled Nurses and registered Nurses

PART 1 – Aged Care Employees

The Aged Care Employee classifications under this Agreement replicate Stage 2 of the ACWV Case. Accordingly, Aged Care Employee roles are in one of two groups:

- General
- Direct Care / Most Senior Food Services

The Most Senior Food Services rate is payable if that employee is the single most senior food services employee engaged by any employer at the facility or site.

Aged Care Employee Minimum Ordinary Rates of Pay

	1/01/2024		1/07/2024		1/03/2025		1/03/2026	
	4%		2%		3.00%		3.00%	
	weekly	hourly	weekly	hourly	weekly	hourly	weekly	hourly
Aged Care Employees								
Indirect Care - Support Staff (other than HeadChef/Cook)								
Level 1 - entry level only (Entry level - no qualifications, less than 3 months' industry experience and performing basic duties.)	Not applicable. All new entrants will start at Level 2 year 1							
Level 2 (Indicative roles: General clerk/ Typist (btw 3 months-1yrs exp); Gardener (non-trade); Maintenance/Handyperson (unqualified); Driver (less than 3 ton).								
Year 1	1021.59	26.88	1042.02	27.42	1073.28	28.24	1105.48	29.09
Year 2	1026.34	27.01	1046.87	27.55	1078.27	28.38	1110.62	29.23
Year 3	1031.09	27.13	1051.71	27.68	1083.27	28.51	1115.76	29.36
Year 4	1035.84	27.26	1056.56	27.80	1088.26	28.64	1120.90	29.50
Year 5	1040.59	27.38	1061.40	27.93	1093.25	28.77	1126.04	29.63
Level 3 (Indicative roles: Laundry hand; FSA; Cleaner; Cook; General clerk/ Typist (second and subsequent years of service); Receptionist; Pay Clerk; Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate; Cook)								
Year 1	1061.11	27.92	1082.33	28.48	1114.80	29.34	1148.25	30.22
Year 2	1065.86	28.05	1087.18	28.61	1119.79	29.47	1153.39	30.35
Year 3	1070.61	28.17	1092.02	28.74	1124.78	29.60	1158.53	30.49

	1/01/2024		1/07/2024		1/03/2025		1/03/2026	
	4%		2%		3.00%		3.00%	
Year 4	1075.36	28.30	1096.87	28.86	1129.78	29.73	1163.67	30.62
Year 5	1080.11	28.42	1101.71	28.99	1134.77	29.86	1168.81	30.76
Level 4 (Indicative roles: Senior clerk; senior receptionist; Maintenance/Handyperson (Qual); Driver (3 ton & over); Senior Cook (trade); Gardener (trade or TAFE Certificate III or above)								
Year 1	1073.36	28.25	1094.83	28.81	1127.68	29.68	1161.51	30.57
Year 2	1078.11	28.37	1099.68	28.94	1132.67	29.81	1166.65	30.70
Year 3	1082.86	28.50	1104.52	29.07	1137.66	29.94	1171.79	30.84
Year 4	1087.61	28.62	1109.37	29.19	1142.65	30.07	1176.93	30.97
Year 5	1092.36	28.75	1114.21	29.32	1147.64	30.20	1182.07	31.11
Level 5 (Indicative roles: Secretary; Interpreter (unqualified); Chef)								
Year 1	1110.12	29.21	1132.32	29.80	1166.29	30.69	1201.28	31.61
Year 2	1114.87	29.34	1137.16	29.93	1171.28	30.82	1206.42	31.75
Year 3	1119.62	29.46	1142.01	30.05	1176.27	30.95	1211.56	31.88
Year 4	1124.37	29.59	1146.85	30.18	1181.26	31.09	1216.70	32.02
Year 5	1129.12	29.71	1151.70	30.31	1186.25	31.22	1221.84	32.15
Level 6 (Indicative roles: Maintenance tradesperson (Advanced); Gardener (Advanced); Senior Chef.)								
Year 1	1169.79	30.78	1193.19	31.40	1228.98	32.34	1265.85	33.31
Year 2	1174.54	30.91	1198.03	31.53	1233.97	32.47	1270.99	33.45
Year 3	1179.29	31.03	1202.88	31.65	1238.96	32.60	1276.13	33.58
Year 4	1184.04	31.16	1207.72	31.78	1243.95	32.74	1281.27	33.72
Year 5	1188.79	31.28	1212.57	31.91	1248.94	32.87	1286.41	33.85

	1/01/2024		1/07/2024		1/03/2025		1/03/2026	
	4%		2%		3.00%		3.00%	
Level 7 (Indicative roles: Clerical supervisor; Interpreter (qual); Gardener Superintendent; General Services Supervisor; This is the minimum level for any General Services employees appointed as a Supervisor, Coordinator or Team Leader.)								
Year 1	1190.74	31.34	1214.55	31.96	1250.99	32.92	1288.52	33.91
Year 2	1195.49	31.46	1219.40	32.09	1255.98	33.05	1293.66	34.04
Year 3	1200.24	31.59	1224.24	32.22	1260.97	33.18	1298.80	34.18
Year 4	1204.99	31.71	1229.09	32.34	1265.96	33.31	1303.94	34.31
Year 5	1209.74	31.84	1233.93	32.47	1270.95	33.45	1309.08	34.45
Head Chef/Cook	1338.97	35.24	1365.75	35.94	1406.72	37.02	1448.92	38.13
Direct Care - Personal care Workers and Leisure and Lifestyle Assistants								
PCW 1/L&L 1 (unqualified)								
Year 1	1176.12	30.95	1199.64	31.57	1235.63	32.52	1272.70	33.49
Year 2	1180.87	31.08	1204.48	31.70	1240.62	32.65	1277.84	33.63
Year 3	1185.62	31.20	1209.33	31.82	1245.61	32.78	1282.98	33.76
Year 4	1190.37	31.33	1214.17	31.95	1250.60	32.91	1288.12	33.90
Year 5	1195.12	31.45	1219.02	32.08	1255.59	33.04	1293.26	34.03
PCW 2 / L&L 2(Cert III qualified)								
Year 1	1234.60	32.49	1259.30	33.14	1297.08	34.13	1335.99	35.16
Year 2	1239.35	32.61	1264.14	33.27	1302.07	34.26	1341.13	35.29

	1/01/2024		1/07/2024		1/03/2025		1/03/2026	
	4%		2%		3.00%		3.00%	
Year 3	1244.10	32.74	1268.99	33.39	1307.06	34.40	1346.27	35.43
Year 4	1248.85	32.86	1273.83	33.52	1312.05	34.53	1351.41	35.56
Year 5	1253.60	32.99	1278.68	33.65	1317.04	34.66	1356.55	35.70
PCW 3 / L&L 3 (Cert IV qualified)								
Year 1	1272.15	33.48	1297.59	34.15	1336.52	35.17	1376.62	36.23
Year 2	1276.90	33.60	1302.44	34.27	1341.51	35.30	1381.76	36.36
Year 3	1281.65	33.73	1307.28	34.40	1346.50	35.43	1386.90	36.50
Year 4	1286.40	33.85	1312.13	34.53	1351.49	35.57	1392.04	36.63
Year 5	1291.15	33.98	1316.97	34.66	1356.48	35.70	1397.18	36.77
PCW 4 / L&L4 (PCW or L&L Coordinator)								
Year 1	1319.97	34.74	1346.37	35.43	1386.76	36.49	1428.36	37.59
Year 2	1324.72	34.86	1351.21	35.56	1391.75	36.62	1433.50	37.72
Year 3	1329.47	34.99	1356.06	35.69	1396.74	36.76	1438.64	37.86
Year 4	1334.22	35.11	1360.90	35.81	1401.73	36.89	1443.78	37.99
Year 5	1338.97	35.24	1365.75	35.94	1406.72	37.02	1448.92	38.13

ALLOWANCES								
Direct Care (PCWs, L&L, Head Chef/Cook) - relevant PCW 1 year 1 rate								
Early Morning / Afternoon Shift Allowance	29.40		29.99		30.89		31.82	
Night Shift Allowance	58.81		59.98		61.78		63.63	
Change of Roster	29.40		29.99		30.89		31.82	

	1/01/2024		1/07/2024		1/03/2025		1/03/2026	
	4%		2%		3.00%		3.00%	
Change of Shift	47.04		47.99		49.43		50.91	
On-Call Allowance	58.81		59.98		61.78		63.63	
PCW Medication Allowance (4% per hour of PCW2 Year 1 hourly rate)	1.30		1.33		1.37		1.41	
Indirect Care/General (all other employees) - relevant % of Level 3 year 1 rate								
Early Morning / Afternoon Shift Allowance	26.53		27.06		27.87		28.71	
Night Shift Allowance	53.06		54.12		55.74		57.41	
Change of Roster	26.53		27.06		27.87		28.71	
Change of Shift	42.44		43.29		44.59		45.93	
On-Call Allowance	53.06		54.12		55.74		57.41	
All Aged care Employees								
Dirty and Offensive Work	0.58		0.59		0.60		0.62	

Nauseous Allowance is not payable separately as it has been incorporated into the weekly/hourly rates

PART 2 – Enrolled Nurses and Registered Nurses

	1/01/2024			1/07/2024		1/03/2025		1/03/2026	
	4%	with 4% med allowance		2%		3.00%		3.00%	
	weekly	weekly	hourly	weekly	hourly	weekly	hourly	weekly	hourly
Enrolled Nurses									
EN with Notation	1274.92		33.55	1300.41	34.22	1339.43	35.25	1379.61	36.31
EN without Notation									
PP1 (EN Allowance Rate only - not used as a classification)	1228.28	1277.41	33.62	1302.96	34.29	1342.05	35.32	1382.31	36.38
PP2 (entry Diploma qualified)	1244.48	1294.26	34.06	1320.15	34.74	1359.75	35.78	1400.55	36.86
PP3	1262.27	1312.76	34.55	1339.01	35.24	1379.19	36.29	1420.56	37.38
PP4	1274.92	1325.91	34.89	1352.43	35.59	1393.00	36.66	1434.79	37.76
PP5	1327.87	1380.99	36.34	1408.61	37.07	1450.86	38.18	1494.39	39.33
Registered Nurses									
RN Level 1 Graduate rate only (Allowance Rate for Shift Allowances)	1330.00		35.00	1356.60	35.70	1397.30	36.77	1439.22	37.87
RN Level 2									
Year 1 (Allowance rate for all other RN allowances)	1558.00		41.00	1589.16	41.82	1636.83	43.07	1685.94	44.37
Year 2	1691.00		44.50	1724.82	45.39	1776.56	46.75	1829.86	48.15

	1/01/2024			1/07/2024		1/03/2025		1/03/2026	
	4%	with 4% med allowance		2%		3.00%		3.00%	
Year 3	1805.00		47.50	1841.10	48.45	1896.33	49.90	1953.22	51.40
RN Level 3 - in charge of unit/section									
Year 1	1843.00		48.50	1879.86	49.47	1936.26	50.95	1994.34	52.48
Year 2	1877.20		49.40	1914.74	50.39	1972.19	51.90	2031.35	53.46
RN Level 4A AHC <61 beds									
Year 1	2014.00		53.00	2054.28	54.06	2115.91	55.68	2179.39	57.35
Year 2	2052.00		54.00	2093.04	55.08	2155.83	56.73	2220.51	58.43
RN Level 5 - AHC >60 beds/CCC	2204.00		58.00	2248.08	59.16	2315.52	60.93	2384.99	62.76
RN Level 6 - DDoN or Care Manager & Nurse Practitioner Year 1	2356.00		62.00	2403.12	63.24	2475.21	65.14	2549.47	67.09
RN Level 7 - DoN & Nurse Practitioner year 2 and ongoing	2508.00		66.00	2558.16	67.32	2634.90	69.34	2713.95	71.42
ALLOWANCES	1/01/2024			1/07/2024		1/07/2025		1/01/2026	
Registered Nurses									
Early Morning / Afternoon Shift Allowance	33.25			33.92		34.93		35.98	
Night Shift Allowance	66.50			67.83		69.86		71.96	
Change of Roster	62.32			63.57		65.47		67.44	
On-Call Allowance	77.90			79.46		81.84		84.30	
Qualification Allowance									

	1/01/2024		1/07/2024		1/03/2025		1/03/2026	
	4%	with 4% med allowance	2%		3.00%		3.00%	
- Hospital/Grad Certificate	62.32		63.57		65.47		67.44	
- Post Grad Diploma/Degree	101.27		103.30		106.39		109.59	
- Masters Degree	116.85		119.19		122.76		126.45	
- Doctorate	132.43		135.08		139.13		143.30	
Enrolled Nurses	1/01/2024		1/07/2024		1/07/2025		1/01/2026	
Early Morning / Afternoon Shift Allowance	31.94		32.57		33.55		34.56	
Night Shift Allowance	63.87		65.15		67.10		69.12	
Change of Roster	51.10		52.12		53.68		55.29	
Change of Shift	63.87		65.15		67.10		69.12	
On-Call Allowance	66.30		67.62		69.65		71.74	
In Charge of Facility (no RN on site in emerg.)	45.91		46.83		48.23		49.68	
Dirty and Offensive Work	0.58		0.59		0.61		0.63	
All Nurses								
Training Allowance	0.50		0.51		0.53		0.54	
IPC Champion Allowance	0.68		0.69		0.71		0.74	
IPC Lead Allowance	0.87		0.89		0.91		0.94	
Allowances - All Employees								
Meal Allowance								
- Overtime beyond 1 hour (Mon-Fri)	15.81		16.12		16.61		17.11	
- Additional beyond 4 hours (Mon-Fri)	14.25		14.53		14.97		15.42	
- Overtime beyond 5 hours (Sat/Sun/Day Off)	15.81		16.12		16.61		17.11	

	1/01/2024			1/07/2024		1/03/2025		1/03/2026	
	4%	with 4% med allowance		2%	3.00%		3.00%		
- Additional beyond 9 hours (Sat/Sun/Day Off)	14.25			14.53		14.97		15.42	
Uniform Allowance (lesser of)									
- Day rate	1.58			1.61		1.66		1.71	
- Weekly rate	6.49			6.62		6.82		7.02	
Laundry Allowance (lesser of)									
- Day rate	0.33			0.34		0.35		0.36	
- Weekly rate	1.55			1.58		1.63		1.68	
Personal Vehicle Reimbursement									
- Car - 35 PMU (3001 CCs) and over	1.13			1.15		1.19		1.22	
- Car - Under 35 PMU (3000 CC or less)	0.96			0.98		1.01		1.04	
- Motorcycle - 250CC and over	0.65			0.66		0.68		0.70	
- Motorcycle - Under 250CC	0.49			0.50		0.51		0.53	

APPENDIX A - AGED CARE EMPLOYEE CLASSIFICATIONS

This Appendix defines the classifications of Aged Care Employees and is in two parts.

- PART 1 - Indirect Care Workers
- PART 2 Personal Care Workers AND Leisure and Lifestyle Assistants

Part 1 –Classification Structure – General or Indirect Care Employees

PART 1 — INDIRECT CARE STRUCTURES (including Head Chef/Cook)

LEVEL 1 – Not Utilised

No employees will enter at Level 1. All new Aged Care Employees (in-direct care) will enter at the appropriate level as per below.

LEVEL 2

Includes new employees without experience in the relevant classifications below.

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

Assistant Gardener
Cleaner cleaning windows
Housekeeper
Storeperson
Gardener (non-trade)
Maintenance/Handyperson (Unqualified)
Driver (less than 3 tons)

General Clerical

General Clerk (between 0-24 months experience only)
Typist (between 0-24 months experience only)

LEVEL 3

An employee at this level:

- Is capable of prioritising work within established routines, methods and procedures.
- Is responsible for work performed with a limited level of accountability or discretion.

- Works under limited supervision, either individually or in a team.
- Possesses sound communication skills.
- Requires specific on-the-job training and/or relevant skills training or experience.
- 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 Services

Laundry Hand
Cleaner
Driver (less than 3 tons required to hold a First Aid Certificate)

Food Services

Food Services Assistant/ Kitchen Hand
Cook

General Clerical

General Clerk/Typist (more than 24 months experience)
Receptionist
Pay Clerk
All classifications with computer use.
Computer Clerk

General Services

Maintenance/Handyperson (Trade)
Gardener (Trade)

LEVEL 4

An employee at this level:

Is capable of functioning semi autonomously, and prioritising their own work within established policies, guidelines and procedures.

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

Works either individually or in a team.

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

May require basic computer knowledge or be required to use a computer on a regular basis.

Possesses administrative skills and problem solving abilities.

Possesses well developed communication, interpersonal and/or arithmetic skills

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

Indicative classifications at this level are:

General Clerical
Senior Clerk
Senior receptionist

General Services
Maintenance/Handyperson (Trade Qual);
Driver (3 ton & over);
Senior Cook (trade);
Gardener (Trade or TAFE Certificate III or above
Trade Cook

WAGE SKILL GROUP 5

An employee at this level:

An employee at this level:

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

Indicative classifications at this level are:

Clerical Services
Secretary
Interpreter (unqualified)

Food Services

A Cook or Chef with relevant qualifications

LEVEL 6

An employee at this level:

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

Indicative classifications at this level are:

Food Services

A Chef with relevant qualifications

Admin/Clerical Services

Computer Clerk (Advanced)
Pay Clerk (Advanced)

General Services

Maintenance/Handyperson (Advanced)
Gardener (Advanced)

LEVEL 7

This is the minimum level for any General Services employees appointed as a Supervisor, Coordinator or Team Leader

An employee at this level:

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

Indicative classifications at this level are:

Admin/Clerical Services

Private Secretary
Clerical Supervisor

Interpreter (Qualified)

General Services

General Services Supervisor
Gardener Superintendent
Maintenance Supervisor

Food Services

Food Services Supervisor
Head Chef/Cook

PART 2- DIRECT CARE CAREER STRUCTURES

PERSONAL CARE WORKERS

The Personal Care Worker structure shall be as follows:

1 Personal Care Worker Grade 1

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

2 Personal Care Worker Grade 2

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

2.1 Such an Employee must obtain, or has obtained, a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation or a relevant qualification deemed equivalent or appropriate by Edgarley. This will normally require the Fair Work 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 Edgarley. 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 – Advanced Personal Care Worker

Means a person employed, to provide personal care to 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; a relevant qualification in Aged Care at Certificate 4 level that has been issued by a registered training organisation and includes that the employee has been deemed medication competent (ie: has satisfactorily completed the necessary training and experience to be competent in medication administration as determined by Edgarley) . 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.
- 3.2 An Employee who holds a Certificate IV and has completed the requisite experience as a PCW Grade 2 will be automatically classified and paid at PCW Grade 3 / Wage Skill Group 8.
- 3.3 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 Edgarley. 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 - Personal Care Team Leader (PCW)

- (a) Personal Care Team Leaders (PCW) must either:
- (i) Hold a minimum Certificate IV in a study relevant to aged care; or
 - (ii) If a Personal Care Worker who holds a Certificate III and are deemed Medication Competent may be appointed to this role on the basis that they are enrolled in a Certificate IV course approved by Edgarley or they possess significant experience in aged care.
- (b) For the avoidance of doubt, where an employee is an Enrolled Nurse and appointed as a Personal Care Team Leader then they must be classified as a Personal Care Team Leader (EN).
- (c) In addition to the base duties of an Advanced Personal Care Worker, a Personal Care Team Leader (PCW) is an employee appointed as such to assist with the direction, supervision and leadership of a team of Personal Care Workers.
- (d) A Personal Care Team Leader (PCW) remains subject to the direction, supervision and leadership of the Registered Nurse(s) on duty.

(e) *Withdrawing from Study*

If an employee at this classification holds a Certificate III as their highest qualification and it is a condition of their appointment that they are to undertake and complete a Certificate IV, yet the employee ceases undertaking the Certificate IV training for any reason other than:

- (i) completion of the training; or
- (ii) a usual break implemented by the training provider,

then the employee must notify Edgarley and, unless the circumstances are short term and arising from an extraordinary circumstance acceptable to Edgarley, Edgarley may re-classify the employee to the classification appropriate for their qualifications and duties from the next full pay period.

LEISURE AND LIFESTYLE

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

- 1.1 Means a person employed in a Home, 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

- 2.1 Means a person employed in a Home 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

- 3.1 Means a person employed in Home 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 IV and has completed the requisite experience as a L&L Grade 2 will be automatically classified and paid at L&L Grade 3 / Wage Skill Group 8.
- 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

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.

APPENDIX B – REGISTERED NURSE & ENROLLED NURSE CLASSIFICATIONS

This Appendix defines the classifications of Registered Nurses and Enrolled Nurses.

PART 1 – Registered Nurses

Registered Nurse Level 1

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

Registered Nurse Level 2

A Registered Nurse in the second or subsequent years of experience as a Registered Nurse and who is not otherwise occupying a higher Level and who is not in charge of other staff or any section of an aged care facility.

Registered Nurse Level 3

- (a) A Registered Nurse Level 3 is an employee **appointed as such** who:
 - (i) Is a Clinical Nurse Specialist that:
 - (A) holds post-registration qualifications and/or extensive experience acceptable to Edgarley as to enable the provision of specialised care in an aged care setting; and
 - (B) demonstrates a higher level of skill in clinical decision making – in particular in problem identification and solution, and analysis and interpretation of clinical data; **or**
 - (ii) Is a Registered Nurse Level 1 or 2 appointed as in charge of a wing, unit or other localised group of staff within a Home but is not appointed as In Charge of a Home.
- (b) ‘Extensive experience’ means at least 12 months experience working in aged care with the employee’s specified post registration qualification.
- (c) A Clinical Nurse Specialist performs their duties in excess of a Registered Nurse Level 2 on a continuing basis. Those additional duties will substantially include, but are not limited to:
 - (i) maintaining and improving clinical standards;
 - (ii) delivering direct and comprehensive specialist nursing care and individual active case management to a specific group of residents with specialised or complex care needs;
 - (iii) providing support, direction, orientation and education (including acting as a mentor or preceptor) to Registered Nurse Level 1s and 2s, Enrolled Nurses, and Personal Care Workers;
 - (iv) being responsible for planning and coordinating services relating to a particular group of residents with specialised or complex care needs as delegated by a Clinical Care Coordinator, Clinical Manager or Home Manager;
 - (v) supporting and contributing to quality improvement and research projects within the area of practice and ward//unit/facility. For example, leading the provision of holistic person centred care to residents in an aged care setting;

- (vi) Contribution to the education of other professionals. For example, being willing to provide at least one in-service education program each year.

Registered Nurse Level 4A

A Registered Nurse appointed as the After Hours Coordinator of a Home 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.

Registered Nurse Level 4B

A Registered Nurse appointed as a Nurse Unit Manager (however titled) and paid as such.

Registered Nurse Level 5

- (a) Registered Nurse Level 5 shall be those employees appointed as either:
 - (i) After-Hours Coordinator of a Home of 61 beds or more in the out of hours of the Director of Nursing on PM, night and all weekend shifts and paid as such; or
 - (ii) Clinical Care Coordinator (remaining subject to Appendix C).

- (b) **After Hours Coordinators**
 - (i) The After-Hours Coordinator is a Registered Nurse appointed as such (in accordance with this Agreement) for a Home on PM, night, and all weekend shifts.
 - (ii) The After-Hours Coordinator performs their duties in excess of a Registered Nurse appointed as 'In Charge of Home' in accordance with clause 27 on a continuing basis. Those additional duties will substantially include, but are not limited to:
 - (A) Within scope of practice, implement appropriate medical and care planning based on the changing needs of residents and keeping the Clinical Care Coordinator informed of such changes. For example, undertaking a wound assessment and changing the care plan accordingly.
 - (B) Conduct reviews of care plans.
 - (C) Complete referrals and liaise with relevant third parties.
 - (D) Ensuring the appropriate skill mix is on duty.
 - (E) Conduct audits of a clinical care or safety nature.
 - (F) Develop and implement continuous improvement plans.
 - (G) Support clinical training to after-hours staff.
 - (H) Care assessment and submission.
 - (I) Be an active participant in the investigation of clinical or critical incidents.
 - (J) Emergency Warden duties.
 - (iii) The After-Hours Coordinators will achieve the accountabilities outlined at paragraph (b) immediately above through the exercising of:
 - (A) a degree of autonomy;
 - (B) some delegated authority from the Home Manager;

- (C) ability to select methods and techniques that are used based on sound judgment and documented techniques, precedents, or instructions while having regard to Edgarley's policies and procedures; and
- (D) work under general direction with the ability to seek advice on complex or unusual problems from a more senior employee.

(c) **Clinical Care Coordinator**

- (i) A Clinical Care Coordinator is a Registered Nurse and appointed to the position with qualifications and/or experience deemed appropriate by Edgarley.
- (ii) Within their appointed Home, Clinical Care Coordinators will be accountable for the clinical leadership and maintenance of standards of nursing care through substantively and regularly:
 - (A) ensuring a culture of dignity and respect within the home by providing senior management, leadership and role modelling of holistic person centred care to the nursing and care staff;
 - (B) ensuring and participating in the partnership with residents and their families to plan and facilitate optimal care;
 - (C) clinical operational decision making and clinical operational planning in partnership with the Home Manager or, where appointed, a Clinical Care Manager;
 - (D) ensuring the proper clinical governance of the residential aged care facility through the monitoring of clinical indicators and, if required, ensuring corrective action is taken;
 - (E) the assessment, planning, implementation and evaluation of nursing education and staff development programs;
 - (F) acting as a consultant on request in the employee's own area of proficiency (for the purpose of facilitating the provision of quality nursing care);
 - (G) providing resources and support during the transition period, facilitating growth from nursing education into the clinical environment, and creating a safe and positive workplace for students and/or new graduates ('preceptorship').
 - (H) assisting the Home Manager, or if appointed, the Clinical Care Manager with improving the general efficiency of operations; and
 - (I) performing the duties of a Registered Nurse Level 2 and Level 3 as required.
- (iii) Clinical Care Coordinators will achieve the accountabilities outlined above through the exercising of:
 - (A) a degree of autonomy;
 - (B) some delegated authority from the Home Manager;
 - (C) ability to select methods and techniques that are used based on sound judgment and documented techniques, precedents, or instructions while having regard to Edgarley's policies and procedures; and

- (D) work under general direction with the ability to seek advice on complex or unusual problems from a more senior employee.
- (iv) A Clinical Care Manager that has accountability for Infection Prevention and Control within the Home shall be classified as a Registered Nurse Level 5B.

Registered Nurse Level 6 (Clinical Care Manager)

- (a) Remaining subject to Appendix C, a Registered Nurse Level 6 is a Registered Nurse appointed to the position of Clinical Care Manager with qualifications and/or experience deemed appropriate by Edgarley.
- (b) Within their appointed residential aged care facility, Clinical Care Managers will be accountable for the clinical leadership and maintenance of standards of nursing care. In addition to the duties of a Clinical Care Coordinator, a Clinical Care Manager will have the additional responsibilities of:
 - (i) the development, implementation and evaluation of patterns of resident care;
 - (ii) clinical operational planning and decision making at a higher level in accordance with their levels of direction, autonomy, and delegated authority;
 - (iii) the establishment, implementation and evaluation of systems or quality assurance programs to ensure the standard of resident care;
 - (iv) the provision of appropriate education programs;
 - (v) managing the Fair Work Activities of, and providing leadership, coordination and support to, one or more Clinical Care Coordinators;
 - (vi) provision of feedback to Edgarley Clinical Leadership of Edgarley policies and procedures, as requested; and
 - (vii) improving the general efficiency of operations.
- (c) Care Managers will achieve the accountabilities outlined at paragraph (b) above through the exercising of:
 - (i) a high degree of autonomy;
 - (ii) significant delegated authority from the Home Manager;
 - (iii) ability to select methods and techniques that are used based on professional judgment within Edgarley's policies and procedures; and
 - (iv) working under the limited direction of the Home Manager. However, a Care Manager may seek advice on complex or unusual matters.

Registered Nurse Level 7

A Registered Nurse appointed as a Director of Nursing (however titled) and paid as such.

The minimum ordinary rate of pay for a Registered Nurse Level 7 is calculated by adding the hourly rate to an amount calculated of the relevant bed percentage as defined.

Nurse Practitioner

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

A Registered Nurse appointed as a Nurse Practitioner during his/her first year of experience as a Nurse Practitioner shall be classified at Year 1 and paid at RN Grade 6.

A Registered Nurse appointed as a Nurse Practitioner during his/her second or subsequent year of experience as a Nurse Practitioner Year 2 and paid at RN Grade 7.

Part 2 – Enrolled Nurse

Enrolled Nurse

Enrolled Nurse shall mean a person who has a current practising certificate issued by the Nursing and Midwifery Board of Australia (NMBA) entitling them to practice as an Enrolled Nurse.

Enrolled Nurse Level 1 (EN1)

- (a) EN1 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines.
- (b) Progression – An EN1 will progress through the increments on completion of a year of experience as defined at clause 7.2.
- (c) There is no automatic progression for an EN1 with a medication administration notation to the EN2 classification.

Enrolled Nurse Level 2 (EN2)

- (a) An EN2 must hold an NMBA approved Cert IV – Nursing qualification or Diploma of Nursing qualification (“Qualified EN”). On commencement of employment with Edgarley, the Employee will be classified at Enrolled Nurse Level 2, Pay Point 1, subject to the provisions set out at subclause (b) immediately below. On completion of each year of experience (as defined at clause 7.2) thereafter the employee will progress to the next increment up to and including EN Level 2, Pay Point 3.
- (b) The entry level for an EN2 who commences employment with Edgarley and has provided to Edgarley, on or before commencing employment, evidence of experience as a Qualified EN:
 - (i) of at least five years (but not 6 years) experience - will be classified as an EN Level 2 Pay Point 2 on commencement with Edgarley;
 - (ii) of 6 or more years’ experience - will be classified as an EN Level 2 Pay Point 3 on commencement with Edgarley.
- (c) Progression – An EN2 will progress through the increments on completion of a year of experience as defined at clause 7.2.

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(s)/campus(es)/location(s) where the person is to be primarily situated.
5. The name of the Agreement which contains the Employee's terms and conditions of employment.
6. The mode of employment.
7. Hours of work (noting part-time arrangements shall be in accordance with the prescribed arrangements set out in the Agreement)
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. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
11. 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. Level 2 Year 4, Enrolled Nurse Pay Point 4, etc), rate of pay and regular allowances.
3. Date of commencement and termination.
4. The workplace(s)/campus(es)/location(s) where the person was situated.
5. Their mode of employment i.e. full-time, part-time or casual.
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

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 *Workplace Injury Rehabilitation and Compensation Act 2013* (hereinafter referred to as the Fair Work 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 Fair Work Act for the week in question and the total 38 hour weekly rate and weekly over Agreement 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 their normal duties including 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 Fair Work 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 Fair Work 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 Accident Compensation and Conciliation Service or as agreed between the parties) and the total 38 hour weekly rate and weekly over-Agreement 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 including additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

1.1.2(a) The total 38 hour weekly Agreement rate and weekly over- Agreement 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 Fair Work 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 Agreement rate and weekly over- Agreement payment in 1.1.1 and 1.1.2 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 Fair Work Act and no injury shall result in the application of accident pay unless an entitlement exists under the Fair Work Act.

1.1.5 Act means *Workplace Injury Rehabilitation and Compensation Act 2013*, as amended from time to time, of the State of Victoria.

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 Fair Work Act be paid accident pay by their Employer who is liable to pay compensation

under the Fair Work 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 Fair Work 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 the 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 their 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 the Fair Work 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 10 normal working days of incapacity.
 - 1.4.1 Provided however that in the case of a Registered 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 their 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 the Employer shall be a total of 39 weeks for any one injury as defined in 1.1.4.
- 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 their 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 Fair Work Act, as to medical examination.

1.9.2 Where in accordance with the Fair Work Act a medical referee gives a certificate as to the condition of the Employee and their 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 Fair Work 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 their 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 their 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 their 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 the Employer to insure against their liability for accident pay.

1.13 Variations in compensation rates

Any changes in compensation rates under the Fair Work 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.

1.15 Superannuation contributions beyond 52 weeks

Where an Employee has been compensated in the form of weekly payments for an aggregate period of 52 weeks due to a work-related illness or a work-related injury, the Employer will thereafter make superannuation contributions for the Employee's benefit to the Employee's Fund in relation to the weekly payments whilst the Employee continues to receive such weekly payments in respect of that illness or injury and until such time as the Employee reaches retirement age, or the weekly payments cease, whichever is earliest.