



## **RAAFA (WA) Nursing and Residential Aged Care Enterprise Agreement 2024**

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## **Part 1 - Application and Administration**

### **1.1 Title**

This Enterprise Agreement is made under section 172 of the Fair Work Act 2009 and shall be known as the RAAFA (WA) Nursing and Residential Aged Care Enterprise Agreement 2024 'the Agreement'.

### **1.2 Parties to the Agreement**

This Agreement will be binding according to its terms upon the following:

- a) Air Force Association (WA Division) Inc.(Trading as RAAFA) ABN 97 352 605 141
- b) All Employees performing work within the classifications contained in this agreement
- c) Subject to notice being given in accordance with sections 185 and 201(2) of the Fair Work Act 2009, the following Employee organisation/s which were a bargaining representative for this Agreement:
  - i. United Workers Union – WA
  - ii. The Australian Nursing Federation - Industrial
  - iii. Health Services Union - WA

### **1.3 Period of Operation**

This Agreement will commence operation seven (7) days from the date of approval by the Fair Work Commission. The Agreement will have a nominal expiry period of three (3) years from the date of approval by the Fair Work Commission and shall continue to operate until it is terminated or replaced in accordance with the provisions of the Fair Work Act 2009.

### **1.4 Definitions and Interpretation**

#### ***Definitions***

**“Act”** means the Fair Work Act 2009 (as amended)

**“Adult apprentice”** means an apprentice who is 21 years of age or over at the commencement of their apprenticeship.

**“Agreement”** means this document

**“Apprentice”** means an Employee who is bound by a contract of training registered with the appropriate State or Territory training authority.

**“School based apprentice”** is a person who is undertaking an apprenticeship in accordance with this Agreement while also undertaking a course of secondary education

**“Award or Awards”** means the Nurses Award 2020 and/or the Aged Care Award 2010 or their successors.

**“Base rate of pay”** (refer to section 16 of the Act) is the rate of pay payable to the Employee for the ordinary hours of work, but not including loadings, allowances, incentive based payments, other separately identifiable amounts, overtime or penalty rates.

**“Broken shift”** for the purposes of this Agreement means a shift worked by an Employee that includes breaks (other than a meal break) totaling not more than four hours and where the span of hours is not more than 12 hours.

**“Carer”** has the same meaning as Care Worker

**“Casual Employee”** has the meaning determined by the NES and section 15A of the Fair Work Act, as updated from time to time.

**“Continuous Service”** means service under an unbroken contract of employment and includes any period of paid leave or absence authorised by the Employer. Authorised unpaid leave does not break continuity of service but shall not count as service for the purposes of any accruals or entitlements under this Agreement.

**“CPI”** means the annual percentage movement in the Consumer Price Index published by the Australian Bureau of Statistics for the period 12 months to June immediately preceding the relevant adjustment date.

**“Employee/s”** means any person/s employed by the Employer for whom classifications and rates of pay are prescribed by this Agreement.

**“Employer”** means the Air Force Association (WA Division) Inc.(Trading as RAAFA) ABN 97 352 605 141.

**“Employment classifications”** means those set out in [Schedule A](#) of this Agreement and shall apply as if they had been reproduced in full in this clause.

**“Employee representative”** means an Employee or other person or union nominated by the Employee/s to represent the Employee/s in relation to their employment.

**“Enrolled Nurse”** means an Employee whose training or education is deemed satisfactory for the purposes of enrolment on a register or roll as a nurse other than as an RN or Registered Midwife, as regulated by the AHPRA (or successor registration authority) and holds a current practicing certificate.

**“Fixed term Employee”** means an Employee engaged for a specific period or task, with their contract ending upon the completion of that period or task.

**“FWC”** means the Fair Work Commission of the Commonwealth of Australia

**“Fair Work Act”** refers to the Fair Work Act 2009(Cth)

**“Immediate family member or household member”** means a:

- spouse or former spouse
- de facto partner or former de facto partner
- child
- parent
- grandparent
- grandchild
- sibling or
- child, parent, grandparent, grandchild or sibling of the Employee's spouse or de facto partner (or former spouse or de facto partner). This definition includes step-relations (for example, step- parents and step-children) as well as adoptive relations.

**“NES”** means the National Employment Standards under the Fair Work Act 2009 (Cth)

Mutual agreement means an agreement reached between the Employer and an Employee or group of Employees.

**“On call”** means being required to be present at the workplace for any period so as to be available for call.

**“Parties”** means the Employer, all Employees covered by this Agreement and any other party who applied to be covered by this Agreement according to the provisions of the Fair Work Act 2009.

**“Part-Time Employee”** means an Employee who regularly works less than an average of 38 ordinary hours per week.

**“Registered Nurse (RN)”** means an Employee registered by AHPRA (or successor registration authority) as a Registered General Nurse and who holds a current practicing certificate.

**“Regulations”** means the Fair Work Regulations 2009 associated with the Fair Work Act 2009(as amended from time to time).

**“Shift Worker”** means:

- a) an Employee who in each roster period rotates afternoon and/or night shift withday shift; or
- b) an Employee who is available to be permanently rostered to work on nightshifts.

**“Trainee”** means any person employed and remunerated in accordance with the National Training Wagerates as defined in the applicable Award.

**“Union(s)”** means United Workers’ Union (UWU), the Health Services Union (HSU) and the Australian Nursing Federation (ANF).

**“Workplace”** means the location/s at which the Employees perform work.

### ***Relationship to National Employment Standards***

This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). In the event of any inconsistency between this Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of any inconsistency.

### ***Relationship to Other Conditions of Employment***

This Agreement stands alone, and is intended to provide comprehensive cover to the terms and conditions of employment for the Employees it encompasses.

### ***Relationship to the Employer’s Policies and Guidelines***

The Agreement will be supported by the Employer’s policies and guidelines, as implemented and varied from time to time.

Policies and guidelines are not incorporated into and do not form part of this Agreement. To the extent that there is any inconsistency between policies and guidelines and the terms of the Agreement, the terms of the Agreement will prevail.

### ***Access to the Agreement and NES***

The Employer will ensure that the Agreement and the NES are readily accessible to all Employees, either at the workplace or through electronic means.

## **1.5 Objectives**

The parties to this Agreement are committed to the following objectives:

- a) **Commitment of Quality Care:** Achieving excellence in delivering high quality, person-centered, and safe clinical and care services to older Australians.
- b) **Continual Improvement:** Striving to achieve best practices in all aspects of operational and service delivery, thereby enhancing the effectiveness and efficiency of work practices which will improve the quality of care of our consumers. Aim to achieve best practices in all aspects of Work, Health and Safety performance.
- c) **Prioritising Our Workforce:** Developing and implementing strategies designed to recognise and achieve productivity and efficiency in the workforce, enhance job satisfaction, career pathways, job security, and remuneration in a stable Employee relations environment.
- d) **Committing to workforce stability** by recognizing the benefits of permanent employment and, where practicable, preferring permanent Employees over casual or labour hire, while ensuring staffing flexibility by scheduling Employees to work across multiple residential care facilities on the same site.

## **Part 2 – Employee Engagement**

### **2.1 Contract of Employment**

Prior to commencement of employment, the Employer will provide each Employee with a written contract of employment that specifies the minimum number of ordinary hours that the Employee is engaged to work each fortnight.

### **2.2 Employment Categories**

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

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

#### ***Full Time Employment***

A full-time Employee is one who is engaged as such and whose ordinary hours of work average of 76 hours per fortnight in accordance with [Clause 4.1](#) – Ordinary hours of work, of the Agreement.

#### ***Part Time Employment***

- a) A part-time Employee is one who is engaged to work less than an average of 38 hours per week and whose hours of work are reasonably predictable.
- b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked each 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.
- c) Part-time Employees may, by mutual agreement with the Employer, work additional hours in excess of their minimum contracted hours at ordinary rates in accordance with [Clause 4.1](#) – Ordinary hours of work, of the Agreement.
- d) The terms of this Agreement will apply on a pro rata basis to part-time Employees.

#### ***Casual Employment***

- a) A Casual Employee is as defined in the Act.
- b) A casual Employee will be engaged on an hourly contract of employment and is not entitled to paid leave entitlements.
- c) Casual Employees will be paid a loading of 25% in addition to the rates of pay specified in [Schedule A](#), of this agreement for all ordinary hours worked.

In addition to the above categories, Employees may under this Agreement may be engaged as:

#### ***Fixed-Term Employment***

Fixed-term Employees are engaged on a contract that terminates at the end of a set period. Provisions for fixed-term Employees are set out and applied as per the NES.

Fixed term contracts will terminate on the agreed end date unless either party wishes to



terminate a fixed term contract earlier than its contractual end date, subject to any notice provisions outlined in the Employee's contract of employment.

### ***Trade Apprentices***

- a) An apprentice is an Employee who is undergoing a structured program of on-the-job training and formal education in a recognised trade or occupation, as approved by the Employer.
- b) An apprentice is engaged under a training contract for the purpose of rendering them fit to be a qualified worker in the industry.

The Aged Care Award 2010 at Schedule E sets out minimum wage rates and conditions for Employees undertaking school-based apprenticeships. Provided that any reference to "this award" in Aged Care Award 2010 is to be read as referring to this Agreement and not the Aged Care Award 2010.

### ***Trainees and Traineeships***

An Employee employed pursuant to a recognised training arrangement will be employed pursuant to the terms and conditions set out in Schedule E to the Miscellaneous Award 2020 sets out minimum wage rates and conditions for Employees undertaking traineeships. Provided that any reference to "this award" in Schedule E to the Miscellaneous Award 2020 is to be read as referring to this Agreement and not the Miscellaneous Award 2020.

Existing Employees shall be entitled to participate in the traineeship arrangements provided by this Agreement. Where an existing Employee converts to a traineeship under this Agreement, such Employee shall not be disadvantaged in relation to wages and conditions when compared to their level under this Agreement.

### ***Duties as directed***

The Employer may direct an Employee to perform duties and use tools and equipment within the Employee's skill, competence and training, as long as these duties do not lead to de-skilling.

## **2.3 Employment Security**

### ***Casual Conversion***

The nature and process for offering a casual Employee full time or part time employment, as well as an Employee's right to request casual conversion, is set out in the NES.

Regarding eligibility for casual conversion offers by the Employer, the following will apply:

At 6 months of service, a casual Employee shall be offered the opportunity to convert their casual employment to permanent employment.

## **2.4 Minimum Employment Period**

Employees (other than casual Employees) will be on a period of probation for the first three months of employment for the purposes of determining the Employee's suitability for ongoing employment.

Prior to the expiry of the probationary period, the Employer may:

- a) confirm the Employee's employment as a permanent Employee; or
- b) extend the probationary period for up to a further three months where performance

issues have been identified and appropriate support and training to enhance performance have been agreed with the Employee; or

c) terminate the Employee's employment.

At any time during the probation period, the Employer or the Employee can terminate the employment by providing written notice in accordance with [Clause 7](#) – Employee Separation of the Agreement.

## **2.5 Contracted Hours and Availability**

Employees will be rostered in accordance with their minimum contracted hours and availability.

### ***Change in Availability***

Employees must advise the Employer in writing if they wish to change their availability.

The Employer will assess the Employee's availability and respond within 14 days:

- a) if the request can be accommodated, the Employer will confirm the revised minimum contracted hours in writing based on the advised availability; or
- b) if the request cannot be accommodated, the Employer will reassess the Employee's minimum
- c) contracted hours, which may result in a change.
- d) any agreed changes to the guaranteed minimum number of hours resulting from this sub-clause will be in writing.

### ***Review of Contracted Minimum Hours***

An Employee may request a review of their contracted minimum hours annually or earlier by mutual agreement. The review will consider:

- a) the average hours the Employee has worked over the six months immediately prior to the request; and
- b) the operational requirements of the Employer.

In undertaking the review, hours worked to cover long service leave, workers' compensation, annual leave, leave without pay, temporary vacancy, parental leave, or personal/carer's leave will not be considered.

An Employee's contract of employment may be varied based on sub-clauses (a) and (b), to reflect the new minimum contracted hours.

## **Part 3 – Remuneration Employment Classifications**

Employment classifications are set out in [Schedule A](#) of this agreement.

### ***Multi-Disciplinary Duties***

Employees may be called upon to perform work at a lower classification level as required from time to time. When an Employee is required to perform temporary duties at a lower classification and/or discipline, their rate of pay will remain consistent with their substantive role.

### **3.1 Wages**

The rates of pay for each classification of Employee are set out in [Schedule A](#) of this agreement.

### **3.2 Incremental Progression through Pay Points**

Progression for all classifications with multiple pay points will occur annually for full time Employees, or after 1786 hours of experience for part-time or casual Employees. This progression will take into account the acquisition and use of skills described in [Schedule A](#) of this agreement, as well as knowledge gained through experience in the practice settings over such a period of time.

When an Employee is appointed to a position, previous relevant experience in the aged care or relevant industry at that level, or in a similar level under a differing career structure, will be taken into account in determining the appropriate increment level. The onus of proof of previous experience will rest with the Employee.

#### ***Enrolled Nurse***

An Employee appointed as an Enrolled Nurse shall be appointed as a level 2 EN where the Employee has previously worked for the Employer as a carer for no less than 1786 hours.

An Employee appointed as an Enrolled Nurse shall be appointed as a level 3 EN where the Employee has previously worked for the Employer as a carer for more than 3572 hours.

### **3.3 Payment of Wages**

Employees will be paid fortnightly in arrears by electronic funds transfer into an Australian financial institution account of the Employee's choice. The Employer will pay any transfer fees associated with the transfer of funds from the Employer's bank to another bank or financial institution. When an Employee's contract of employment is terminated, all moneys owing shall be paid in the next scheduled pay cycle following the termination date.

#### ***Deductions***

No deductions will be made from an Employee's wages unless the Employee has agreed to such deduction in accordance with s. 324 of the Fair Work Act 2009.

### **3.4 Over and Underpayments**

- a) Where the Employer has overpaid an Employee, the Employer shall notify the Employee of the overpayment and may recover the amounts, in consultation and agreement with the Employee as to the method and rate of recovery, provided that the rate at which the overpayment is recovered is not less than \$50 per week. In exceptional circumstances, other arrangements for the recovery of overpayments may be mutually agreed.
- b) This sub-clause authorises the use of deductions from wages for the purpose of recovery of an overpayment.
- c) It is the responsibility of Employees to report overpayments to their supervisor/ manager when they are identified.
- d) Where the Employer has underpaid an Employee, the Employer shall rectify the error no later than the pay immediately following the date on which the Employer discovers, or is advised, that the error occurred. Where the underpayment creates serious financial hardship for the Employee, the Employer will take all reasonable steps to make an immediate special payment to the Employee.

### **3.5 Allowances**

Allowances will be paid and adjusted as specified in [Schedule B](#) of this agreement.

#### ***Higher Duties Allowance***

- a) An Employee who is called upon to relieve or act in a position of a higher classification, shall be entitled to receive the minimum rate applicable for such higher classification for that period.
- b) When an Employee performs some, but not all the duties of a higher classified position, they shall receive the allowance specified in sub-clause (a) proportional to the duties performed, as mutually agreed.

The provisions of this clause shall not apply to situations where the Employee is paid a specific allowance for performing the additional duties.

#### ***Uniform and Laundry Allowance***

- a) Employees required by the Employer to wear uniforms, will be supplied with an adequate number of uniforms appropriate to the occupation, at no cost to them. Employees will receive up to 4 tops, dependent on contracted hours and shifts per week and the choice of a micro fleece vest or cardigan for all Employees covered by this Agreement. These uniforms will be laundered at the Employer's expense and remain the property of the Employer.
- b) Where uniforms are not supplied or laundered by the Employer, the allowance at [Schedule B](#) of this agreement shall be paid.
- c) An Employee who works less than 38 hours per week shall receive the allowances prescribed by this clause in proportion to the average hours worked each week compared to 38 ordinary hours.
- d) Employees are required to comply with the Employer's dress standard policy and to dress appropriately for the nature of work performed.
- e) When a uniform item has been lost by the Employee the Employee will be charged for its replacement at its wholesale cost.

- f) Uniform will be replaced when the Employer deems it appropriate based on the condition of the uniform.

For the purposes of this clause a "uniform":

- a) is an item of clothing or footwear specified or prescribed by the Employer
- b) is not an item of clothing or footwear specified or prescribed by the Employer, required for the purposes of meeting occupational health and safety requirements.

### **On-Call Allowance**

- a) An Employee who is required to be present at the workplace for any period to be available for call will be:
  - i. deemed to be on call;
  - ii. paid the allowance set out in [Schedule B](#) of this agreement.
- b) Time spent on call will not be regarded as ordinary hours or as time worked for any purpose whatsoever.
- c) Payment of the on-call allowance referred to in this sub-clause will be payment for work undertaken by the Employee during any continuous period of on call unless the work exceeds either:
  - i. one hour; or
  - ii. two call outs
- d) For the purpose of this sub-clause time spent by an Employee in attending to residents or securing the premises of the Employer will be regarded as call out.
- e) An Employee will not be required to undertake any other duty of employment whilst on call.
- f) Subject to [Clause 4.3](#) – Overtime, of this Agreement, an Employee called out to work will be paid at overtime rates for the period of the call out with a minimum payment of 30 minutes.
- g) An on-call period will not be less than 4 hours and will not exceed 12 hours.
- h) An Employee will not be entitled to the on-call allowance prescribed in [Schedule B](#) of this agreement for any hour of which they are entitled to payment for ordinary hours or overtime.

### **Stand By Allowance**

Applies only to nursing classifications only.

- a) An Employee who is required to be on stand-by at their private residence, or at any other mutually agreed place other than the Employer's premises, is entitled to receive the allowances prescribed in [Schedule B](#) of this agreement for each 24-hour period or part thereof.
- b) For the purposes of this clause, the whole of the stand by period is calculated according to the day on which the major portion of the stand by period falls.
- c) An Employee who is required to be on stand by and who is recalled to work, will be paid for a minimum of three hours work at the appropriate overtime rate.

### **Outbreak Allowance**

Employees who are directed to work in a specific area of the workplace, which is isolated due to an outbreak, will be paid an allowance as specified in [Schedule B](#) of this agreement. The allowance applies only during the outbreak period and ceases once the outbreak is declared over. This clause will be applied in conjunction with the Employer's Outbreak Management Guidelines, as amended from time to time.

### **Buddy Allowance**

Employees who are trained and approved to perform in a buddy role to assist in the orientation of new Employees will be paid an allowance as specified in [Schedule B](#) of this agreement.

### **Specified Duties Allowance**

A specified duties allowance will be paid as prescribed in [Schedule B](#) of this agreement when an Employee is directed by the Employer to perform additional specified duties on a nominated shift basis, such as continence aid coordination, AN-ACC Coordination, audits, mentoring of new staff, workplace training and assessment and work health and safety representative duties.

### **Vehicle Allowance**

- a) When an Employee is required and authorised to use their own motor vehicle in the course of their duties, they will be paid an allowance as prescribed in Schedule B of this agreement. In this case Employees are required to complete a log of kilometres travelled.
- b) Where an Employee is required to use public transport for travel on official business, they will be reimbursed for actual expenses incurred (upon production of receipts), excluding travel time.
- c) No payment shall be made under this sub-clause, unless the Employer is satisfied that the Employee has incurred expenditure for such travel.
- d) Notwithstanding anything contained in this clause, the Employer and the Employee may mutually agree other arrangements that are not less favourable to the Employee in respect of reimbursement of expenses or kilometers travelled.

### **Meal Allowance**

- a) Subject to [Clause 4.3](#) – Overtime of this Agreement, an Employee who is required to work overtime for a period of at least two hours in excess of their rostered hours of work will be supplied with a meal or where this is not possible, the Employee shall be paid the allowance prescribed in [Schedule B](#) of this agreement.
- b) Sub-clause (a) shall not apply where the Employee has been notified the previous day or earlier of the necessity to work overtime.

### **Medication Competency**

An Employee who has been assessed by RAAFA to be competent in the assistance of packed medications from medication aids in accordance with RAAFA policies and procedures will be paid an allowance in recognition of being medication competent. The allowance is incorporated into [Schedule A](#) of this agreement. Revocation of this competency will result in the Employee defaulting back to their ordinary rate of pay for their respective level.

### **Superannuation**

- a) The Employer will make superannuation contributions in accordance with relevant Superannuation Guarantee (SG) legislation.
- b) Contributions will be paid into one the following:
  - i. HESTA (the Employer's default fund) ; or
  - ii. Any other complying fund agreed to between the Employer and the Employee
- c) Where an Employee fails to nominate a preferred fund the default fund will be Hesta. The Employer will only make contributions into its default fund on behalf of an Employee in circumstances permitted by the legislation.
- d) Contributions will be paid into the nominated fund on a monthly basis, within twenty eight (28) days of the end of each month.
- e) For the purposes of this clause the Employee's earnings base will include the base rate, over award payments, supplementary payments, shift and weekend penalties.

### **3.6 Remuneration Packaging**

- a) The Employer and Employee may agree to remuneration packaging arrangements of up to \$30,000 (grossed up value), in accordance with relevant taxation legislation and Employer's fringe benefit tax exemption as a not-for-profit organisation.
- b) The terms and conditions of remuneration packaging shall be:
  - i. in accordance with the Employer's salary packaging guidelines, as amended from time to time.
  - ii. facilitated entirely at the discretion of the Employee.
  - iii. cost neutral in relation to the total employment cost of the Employee to the Employer.
  - iv. offered with the understanding that if existing taxation law regarding Fringe Benefit Tax or personal tax arrangements change in a way that impacts this Agreement, the Employer may terminate all salary packaging arrangements at their discretion, subject to providing Employees with either one month's notice prior to the withdrawal taking place, or notice to have effect from the date that the relevant legislation is to take effect, whichever is the earlier.
- c) The cancellation of salary packaging does not cancel or otherwise effect the operation of this Agreement.
- d) Prior to entering into any salary packaging arrangement the Employee will at their own expense, seek independent financial advice as to the impact the packaging arrangement will have on the Employee.

### **3.7 Deferred Salary Scheme**

- a) The Deferred Salary Scheme (DSS) will allow Employees to defer 20% of their wages in the first four years of the Scheme and are paid the accumulated deferred salary in the fifth year, referred to as the Deferred Salary Year (DSY).
- b) The following principles will apply in accordance with the Employer's DSS policy:
  - i. Full time and Part Time Employees who have completed two continuous years' service with the Employer may apply to be included in a DSS.
  - ii. It is the responsibility of the Employee to investigate the impact of any of the arrangements under this clause on their allowances, superannuation and

taxation, and the options, if any, available for addressing these.

- c) During the DSY, the Employee:
  - i. will be paid the money contributed over the four-year period, subject to taxation.
  - ii. shall not engage in any other remunerative employment of a similar nature to that performed in their employment from which the Employee was granted the DSL.
  - iii. shall have their substantive position preserved
  - iv. can take outstanding paid leave entitlements
  - v. is not covered by workers compensation
- d) The fifth year will be treated as continuous service but will count as service for the purpose of accruing leave entitlements.
- e) Any paid leave taken during the first 4 years of this arrangement will be paid at 80% of the Employee's contracted hours at their base rate of pay.
- f) Superannuation entitlements and Employer contribution rates will be in accordance with the Superannuation Guarantee (SG) legislation.
- g) Any Employee who withdraws from the scheme or the Employee's contract of employment terminates for any reason, they will be paid the exact monies contributed to the scheme.
- h) Approval of the DSS applications will be determined at the Employer's discretion.

### **3.8 Supported Wages**

This clause will not apply to nursing classifications.

Employees who because of the effects of a disability are eligible for a supported wage under the terms of the Agreement shall be employed in accordance with the provisions set out in [Schedule C](#) of this agreement. The minimum rates and percentages contained in Schedule C of this agreement will move in accordance with changes to the Supported Wage provisions in the Aged Care Award 2010 as they vary from time to time.



## **Part 4 Hours of Work and Related Matters**

### **4.1 Hours**

The parties accept that critical requirements for effective service provision by the Employer are flexible work conditions and hours of work to meet its needs particularly considering resident care levels, funding for which is commensurate with the assessed level of resident care to be provided.

#### ***Ordinary Hours of Work***

The ordinary hours of work for an Employee are:

- a) up to 76 ordinary hours per fortnight.
- b) for full-time time and part time Employees, up to 10 ordinary hours per shift.
- c) up to 10 ordinary shifts per fortnight
- d) part time Employees may agree to work an 11th shift or additional hours in ordinary time, subject to the conditions in this clause. The 11th shift should not be regularly rostered and is in addition to the Employee's minimum contracted hours.
- e) An Employee shall not work more than 7 consecutive shifts, unless by mutual agreement.

#### ***Reasonable Additional Hours***

- a) All hours worked over an average of 76 ordinary hours per fortnight, will be deemed to be additional hours.
- b) The Employer will always offer additional shifts in the first instance to part-time to casual Employees where it is practicable to do so.
- c) All hours worked by part-time Employees beyond their guaranteed minimum number of contracted hours will be treated as additional hours for the purpose of this subclause.

#### ***Broken Shifts***

- a) A Broken shift for the purposes of this clause means a shift that:
  - i. is worked by mutual agreement
  - ii. includes breaks (other than a meal break) of at least 60 minutes and not more than 4 hours; and
  - iii. where the span of hours between the commencement and finish of work is not more than 12 hours.
- b) Broken shifts will be considered ordinary time unless the Employee exceeds the limits of ordinary hours set out at [Clause 4.1](#) – Hours, of this Agreement.
- c) For the purposes of shift penalty rates, each portion of a broken shift shall be treated as a separately distinct shift.

ILLUSTRATIVE EXAMPLE: A broken shift may have a day shift portion and an afternoon shift portion. Penalty rates are calculated on the start and finish times of the Afternoon shift portion only.

- d) Each portion of the split shift shall be no less than 3 hours in duration.

### **Minimum Shift Engagements**

- a) Employees will receive a minimum payment in respect of ordinary hours of work of 3 hours for each shift, except with respect attendance at meetings and training and on call allowances.
- b) Wherever possible, the Employer will hold meetings within the Employee's ordinary hours. Any Employee required by the Employer to attend staff meetings or compulsory training outside the Employee's ordinary hours, shall be paid at their base rate of pay for the time spent at the meeting, subject to a minimum of one and a half hours.
- c) In lieu of receiving payment, Employees may, with the agreement of the Employer, be permitted to be free from duty for a period of time equivalent to the period spent in attendance at such meeting or training. Such time spent shall not be viewed as overtime for the purposes of this Agreement.
- d) An Employee may be required to work a minimum shift of one hour where it occurs at the beginning or end of an on-call period as set out in [Clause 3.5](#), sub-clause On- Call Allowance, of the Agreement.
- e) Home Care Employees covered by this agreement will receive a minimum payment of 2 hours for each engagement.

### **4.2 Rostering**

- a) Employees will work in accordance with a fortnightly roster.
- b) The roster will be displayed in a place conveniently accessible to Employees at least 14 days before the commencement of the roster period. This may include publishing the electronically.
- c) A roster may be altered:
  - i) by the Employer giving the relevant Employee/s 48 hours' notice; or
  - ii) in the event of an emergency; or
  - iii) at any time by mutual agreement.
- d) The Employer will consult with all Employees affected by a significant change to their rosters as outlined in [Clause 8.3](#) – Consultation regarding major workplace change, in this Agreement.
- e) Handover time will be rostered when necessary.
- f) Any changes to a roster instigated by an Employee must be approved by their manager before the change takes place.

### **Days Off Duty**

Days off duty will, where practicable, be taken in blocks of 2 or more consecutive days.

### **Breaks between shifts**

- a) An Employee will be allowed a break of 10 hours between the completion of one ordinary shift and the commencement of another. A shorter break between shifts, of no less than 8 hours, may on occasion be agreed between the Employer and the Employee. This does not however enable the Employer and the Employee to agree to a roster that regularly operates on this basis.
- b) Employees transitioning from night shift to day shift, or from day shift to night shift, will not be rostered to work during the 20 hours immediately preceding the start of the new shift.

### **4.3 Overtime**

- a) Overtime is payable for all authorised work performed:
  - i. in excess of the limits outlined in [Clause 4.1](#), sub-clause Ordinary Hours of Work, of this Agreement.
  - ii. when recalled to work in accordance with [Clause 3.5](#), sub-clause Stand- by Allowance, of this Agreement.
  - iii. where expressly stated elsewhere in this Agreement
- b) Overtime shall be paid at the base rate of pay as follows:
  - i. Monday to Saturday, both inclusive - a loading of 50% for the first two (2) hours
  - ii. Monday to Saturday, both inclusive - a loading of 100% after two (2) hours
  - iii. Sunday – a loading of 100%
  - iv. A loading of 100% for all overtime worked consecutively with a rostered shift on a Saturday, or on a public holiday as prescribed in [Clause 5.4](#) – Public Holidays, of this Agreement.
- c) For clarity, an Employee's base rate of pay is 100%, and the loadings referred to in this clause will be applied on top of this base rate.
- d) If applicable, a meal allowance will be applied in accordance with [Clause 3.5](#), sub-clause Meal Allowance, of this Agreement.

### **Time off in lieu (TOIL) of payment for overtime**

- a) Employees may choose, with the Employer's consent, to take time off instead of payment for overtime, at a time that is mutually agreed.
- b) Time off in lieu taken during ordinary hours of work will be paid at the Employee's regular rate of pay, including the applicable overtime loading outlined in (b) of this Clause.
- c) The Employer will pay Employees for any accrued TOIL that hasn't been taken within four weeks of accruing, at the pay rate specified in (b) of this sub-clause, if requested.

### **Rest period after overtime**

- a) When overtime is necessary, it will be arranged, whenever reasonably practicable, to

ensure Employees have at least 9.5 consecutive hours off duty between the work of successive shifts, including overtime.

- b) Employees who have not had at least 9.5 consecutive hours off duty before their next shift will be released from duty until they have had 9.5 consecutive hours off and will be paid for the missed rostered ordinary time.
- c) Employees who continue working on the Employer's instruction without having had 9.5 consecutive hours off, will be paid a loading of 100% until they are released from duty. They will be entitled to be absent until they have had 9.5 consecutive hours off and will be paid for the missed rostered ordinary time.

**Recall to work when not on call**

An Employee who is not required to be on call and who is recalled to work after leaving the Employer's premises will be paid for a minimum of four (4) hours work at the appropriate overtime rate. The timespent 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.

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.

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.

**4.4 Shift and Weekend Work**

- a) For the purposes of this clause:
  - i. An afternoon shift commences between 12pm and 6pm, Monday to Friday.
  - ii. A night shift commences between 6:00 pm and midnight, Monday to Friday.
  - iii. A Saturday shift is worked between midnight on Friday and midnight on Saturday.
  - iv. A Sunday shift commences between midnight on Saturday and midnight on Sunday

Ordinary Hours Shift	Penalty for Permanent Employees (calculated on base rate of pay)		Penalty for Casual Employees (inclusive of Casual loading)	
	Nursing Classifications	All Other Classifications	Nursing Classifications	All Other Classifications
Afternoon	15%	15%	40%	40%
Night	25%	17%	50%	42%
Saturday	50%	50%	75%	75%
Sunday	75%	75%	100%	100%

- b) The provisions of (a) of this sub-clause, will not apply to Employees who commence their ordinary hours of work after 12pm and completes them at or before 6.30 pm on the same day.
- c) A broken shift starting after 12pm will be treated as a separate shift under this Clause, except if the shift is broken by a meal break of one hour or less. The shift penalty described in (a) of this sub-clause will apply to the portion of the broken shift which commences after 12pm.
- d) Employees scheduled for a Sunday night shift will receive the Sunday penalty rate until their shift ends on Monday morning. Sunday night shifts commence between 6pm and midnight on Sunday.

### ***Calculation of penalties***

Where an Employee works hours which would entitle the Employee to payment of more than one of the penalties prescribed in [Clauses 4.3 - Overtime](#), [5.4 - Public Holidays](#) and [4.4 - Shift and Weekend Work](#), of this Agreement, only the highest of any such penalty will be payable.

## **4.5 Breaks**

### ***Meal Breaks***

- a) An Employee who works more than 5 ordinary hours is entitled to an unpaid meal break of a minimum of 30 minutes. By mutual agreement, an Employee may work up to six hours without a meal break.
- b) Meal breaks will not be counted as time worked unless the Employee is:
  - i. called on duty; or
  - ii. required to be on call during the meal break.
- c) In either case, the time will be counted and paid as ordinary time without any overtime loading.
- d) If only two or fewer Employees are rostered for the night shift, both will be considered on call during meal breaks and will be paid their ordinary rate for the entire shift, including the meal break. This does not apply if Employees from a co-located facility are available to provide relief during meal breaks.

### ***Nursing classifications***

When only one nurse is rostered on a night shift, afternoon shift or weekend shift, the nurse will be considered on call during their meal break and will be paid at ordinary rates for the entire shift, including the meal break.

### ***Tea breaks***

- a) Subject to sub-clause (b), Employees are allowed morning and afternoon tea breaks of up to 10minutes without pay deduction. Tea breaks should be taken at a time convenient for the Employer.
- b) Tea breaks are only allowed if the shift is longer than 3 hours.

## **Part 5 Leave and Public Holidays**

### **5.1 Personal/Carer's Leave**

#### ***Entitlement to Leave***

Employees are entitled to personal/carers leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

Casual Employees have no entitlement to paid personal/carers leave but do have an entitlement to unpaid leave

#### ***Entitlement to Paid Leave***

- a) For each completed year of service with the Employer, a full-time Employee is entitled to ten (10) days of paid personal/carers leave.
- b) A part-time Employee will accrue paid personal/carers leave on a pro-rata basis.
- c) An Employee's entitlement to paid personal/carers leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year. Unused portions of personal leave entitlement will accumulate from year to year and may be taken in any subsequent year.

#### ***Taking Leave***

- a) An Employee may take paid personal/carers leave:
  - i. where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
  - ii. to provide care or support to a member of the Employee's immediate family, or a member of the Employee's household (as outlined in [Clause 1.4](#), sub-clause Definitions, of this Agreement), who requires care or support because of:
    - a personal illness, or personal injury, affecting the member; or
    - an unexpected emergency affecting the member
- b) Employees who provide pathological evidence that they contracted an illness at work will receive paid personal leave without deduction from their accrued personal/carers leave entitlement. The Employer will help Employees obtain the necessary pathological evidence.

#### ***Payment for Leave***

An Employee, who takes a period of paid personal/carers leave in accordance with this clause, shall receive payment at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.

#### ***Unpaid Leave***

- a) An Employee is entitled to two (2) days of unpaid carers leave for each occasion (a permissible occasion) when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:
  - i. a personal illness, or personal injury, affecting the member; or
  - ii. an unexpected emergency affecting the member.

- b) An Employee may take unpaid carer’s leave as:
  - i. a single continuous period of up to two (2) days; or
  - ii. any separate periods agreed with the Employer
- c) Unpaid carer’s leave may only be taken after the Employee has exhausted otherpaid personal/carer’s leave entitlements.

**Notice and Evidence Requirements**

- a) To be entitled to leave under this Clause, an Employee shall inform the Employer of the reason and period, or expected period of the absence, as soon as reasonably practicable.
- b) The Employer is entitled to request the Employee to provide reasonable evidence that wouldsubstantiate the reason for leave.
- c) A failure to provide notice or, if required, reasonable evidence substantiating the reason forthe leave, means the Employee is not entitled to the leave.
- d) Reasonable evidence may include:
  - i. for personal leave, a medical certificate from a registered health service provider or, if unobtainable, a statutory declaration by the Employee attesting to their fitness for work.
  - ii. for carer’s leave, a medical certificate from a registered health service provider stating the need for the Employee to provide care and/or support to an immediate family or household member, or a statutory declaration by the Employee stating this need.
  - iii. A statutory declaration under sub-clauses (a) and (b) will be accepted for paid personal/carer’s leave no more than three (3) times in any calendar year.
- e) To be entitled to paid Personal/Carer’s leave, an Employee must provide reasonable evidence outlined in sub-clause (a), (b) and (c):
  - i. For any absence of more than two (2) consecutive days in any calendar year
  - ii. After two (2) single day uncertified absences in any calendar year
  - iii. After two (2) consecutive days off without certified evidence in any calendar year

ILLUSTRATIVE EXAMPLE: An Employee works Monday, Wednesday, Friday. In this scenario, this is a consecutive roster pattern.

Leave Scenario	Evidence Required	Leave Paid
Absent on Monday (single day)	x	↗
Absent Monday – Friday (3 consecutive days)	↗	↗
Absent on Wednesday (single day)	x	↗
Absent Monday-Wednesday (2 consecutive days)	x	↗
All future absences will require a medical certificate to access the paid leave entitlement.		

- f) If an Employee falls ill during their annual leave and meets the provision of this clause, they will receive paid personal/carer’s leave entitlements. The affected annual leave day(s) shall be replaced at the rate of pay applicable at the time the leave is subsequently taken, provided that the annual leave loading prescribed in [Clause 5.3](#), sub-clause Payment of Leave, in this Agreement, will be deemed to have been paid with respect to the replaced annual leave.
- g) When a business is transferred to a new Employer and the Employee's service is deemed continuous as defined, their accrued personal leave from the transferor will be credited to them at the start of their service with the new Employer. This leave can be used according tothe provisions of this Clause.
- h) Employees cannot claim paid personal/carer’s leave if they are entitled to compensation under the Workers' Compensation and Injury Management Act 1981 (WA) for the same illness or injury.

## **5.2 Compassionate and Bereavement Leave**

### ***Entitlement to Leave***

Employees are entitled to compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

- a) A full-time or part-time Employee is entitled to:
  - i. up to 2 days' paid compassionate leave per occasion to spend time with a member of the Employee's immediate family or household who has or develops a personal illness, or sustains a personal injury that poses a serious threat to his/her life; and
  - ii. up to 3 days' paid compassionate leave per occasion upon the death of a member of an Employee's immediate family or household, a baby in the Employee's immediate family or household is stillborn, the Employee has a miscarriage or their current spouse or de facto partner has a miscarriage.

### ***Taking Leave***

Employees can take compassionate leave if:

- a) a member of their immediate family or household dies, or
- b) contracts or develops a life-threatening illness or injury
- c) a baby in their immediate family or household is stillborn
- d) they have a miscarriage, or
- e) their current spouse or de facto partner has a miscarriage.

### ***Notice and Evidence requirements***

An Employee must give the Employer notice of the taking of compassionate leave as soon as practicable and must advise the Employer of the period, or expected period, of the leave. An Employee shall where required, provide evidence of such death or illness or injury to the satisfaction of the Employer.

### ***Payment for Leave***

The Employee shall be paid the base rate of pay for the ordinary hours they would have worked during the period, and will not be paid if the Employee were rostered off duty, is on long service leave, annual leave, personal leave, workers' compensation, leave without pay or on a public holiday on which the Employee was not rostered to work.

### ***Unpaid Leave***

Employees, are entitled to up to two (2) days' unpaid compassionate leave once all of their other paid leave entitlements have been exhausted. Casual Employees are entitled to unpaid compassionate leave subject to the same notice and evidence requirements as outlined in sub-clause Notice and Evidence Requirements, of this Clause.

Notwithstanding the provisions of this Clause, Employees may apply for additional special unpaid or paid leave in exceptional circumstances provided that they provide evidence which would satisfy a reasonable person of the need for the leave. The Employer will consider each application on its merits.



### 5.3 Annual Leave

#### **Entitlement to Leave**

Employees, (other than casual Employees), are entitled to annual leave in accordance with the NES. Casual Employees have no entitlement to annual leave.

#### **Accrual of Leave**

Annual leave entitlements will apply as follows, for each of continuous year of service with the Employer:

<b>ClassificationStream</b>	<b>Minimum Entitlement</b>	<b>Available to work Public Holidays (public holiday entitlement)</b>	<b>Shift Worker</b>	<b>Total Entitlement (annual &amp; public holiday)</b>
Administrative	4 weeks	x	x	4 weeks
Administrative (applicable to Employees employed prior to the commencement of this agreement)	5 weeks	x	x	5 weeks
Carer and TherapyAssistant	4 weeks	i	x	6 weeks
			i	7 weeks
Domestic	4 weeks	i	x	6 weeks
			i	7 weeks
Nursing	4 weeks	i	x	6 weeks
			i	7 weeks
Food Services	4 weeks	i	x	6 weeks
Maintenance andgrounds	4 weeks	x	x	4 weeks

Leave loading as prescribed in [Clause 5.3](#), sub-clause Payment of Leave, of this Agreement, will be paid on the total entitlement (annual and public holiday) as reflected in the table above.

For the purposes of this clause, a Shift Worker is defined in [Clause 1.4](#), sub-clause Definitions, of this Agreement.

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

If an Employee's availability on public holidays or "shift worker" status changes due to personal requirements or preferences, the leave entitlement will be reviewed and adjusted accordingly. This change must be submitted in writing.

### ***Taking Leave***

Annual leave must be taken at a time approved by the Employer, subject to the operational requirements of the workplace. The Employer will not unreasonably withhold or revoke such approval. Employees must provide at least two weeks' notice of their intention to take annual leave, although the Employer may reduce this notice period at their discretion.

The Employer recognises the importance of Employees taking regular annual leave, and encourages them to use their leave in the year of leave falling due.

### ***Excessive Accruals***

The Employer may require an Employee who has accrued more than two years' annual leave to take leave. The Employee must take annual leave if required to do so. If, following a discussion between the Employee and the Employer, they are unable to agree on the timing of the leave to be taken, the Employer may specify when the leave is to be taken, as long as the Employee is provided with at least two weeks' notice, unless a different notice period is mutually agreed. The Employer's direction will ensure the Employee's accrued leave remains at or above two years of paid annual leave.

### ***Leave in Advance***

The Employer and an Employee may agree in writing to the Employee taking a period of paid annual leave before the Employee has accrued an entitlement to the leave.

The written agreement must state that if the Employee's employment is terminated before they have accrued all the paid annual leave they have taken, the Employer may make a "permitted deduction" pursuant to s 324(1)(b) of the Act, being a deduction authorised by the Employee in accordance with this Agreement, for the Employer to deduct an amount equal to the difference between the Employee's accrued annual leave entitlement and the leave taken in advance, from any monies due to the Employee on termination.

### ***Payment of Leave***

- a) Annual leave shall be paid at the Employee's base rate of pay for the ordinary hours of work in the leave period; and
  - i. A loading equivalent to any shift and weekend penalties and on-call allowances for the ordinary hours they would have worked during that period; or where it is not possible to calculate the shift and weekend penalties;
  - ii. A loading equivalent to the average of any shift and weekend penalties and on-call allowances paid in the 12 weeks prior to taking the leave; or
  - iii. A loading equivalent to 17.5% of the rate of pay for the ordinary hours they would have worked during that period. For nursing classification entitled to seven weeks of annual leave (as per sub-clause Accrual of Leave of this clause), a loading of 15% will apply.
- b) For clarity, if the provision in (iii) results in a greater amount than options (i) or (ii), then (iii) will apply.
- c) Annual leave will be paid in the Employee's normal fortnightly pay cycle unless the Employee requests advance payment when applying for leave. In that case, they will be paid in full before starting their leave.

### ***Leave on Termination***

On the termination of their employment, an Employee who has an accrual of annual leave, will be paid the amount that would have been payable to the Employee, had they taken that period of leave.

### ***Absence From Work***

Annual leave entitlements will not be accrued during periods of unpaid leave, with the exception of entitlements in accordance with the Workers Compensation Injury Management Act 2023.

### ***Transfer of Employment***

The provisions of the Act will apply to transfers of Employment.

Employees transferring to a new Employer will not receive a payout for accrued annual leave if the new Employer recognises their service with the previous Employer. The new Employer will assume responsibility for the accrued leave entitlements.

### ***Cashing Out of Leave***

Annual leave can be cashed out by agreement, subject to the following conditions:

- a) paid annual leave must not be cashed out if doing so would leave the Employee with less than four weeks of accrued annual leave; and
- b) each cashing out of a leave must be by a separate written agreement between the Employer and the Employee; and
- c) the Employee must be paid the full amount that would have received if they had taken the leave instead of cashing it out.

## **5.4 Public Holidays**

Public holiday entitlements and requirements are provided for in the NES. This clause contains additional provisions.

The following days are public holidays under the NES:

1 January (New Year's Day)<sup>26</sup>  
January (Australia Day) Good  
Friday  
Easter Monday  
25 April (Anzac Day)  
King's birthday holiday  
25 December (Christmas Day)<sup>26</sup>  
December (Boxing Day)

And any other day or part-day declared by or under Western Australian law to be observed generally within the state, or a region of the state, as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.

### ***Availability to work***

Given the Employer's industry, Employees are generally expected to be available to be rostered for work on public holidays.

### ***Payment for work done on public holidays***

An Employee who is required to and does work on any public holiday prescribed in this clause shall be paid the following loading, calculated on the Employee's base rate of pay for the actual time worked, in lieu of all other shift penalties and weekend penalties as follows:

- a) 50% loading for all public holidays, except a public holiday that falls on 25 December. 100% public for a public holiday on 25 December only.

### ***Payment for public holidays not worked***

A Full-time or Part-time Employee who is usually rostered to work on a day that is a public holiday but is not required to work, shall be paid for the ordinary hours they would have worked, at their base rate of pay.

### ***Casual Employees***

- a) A casual Employee is not entitled to paid public holidays when they are not required to work.
- b) A casual Employee rostered to work on a public holiday named in this Agreement will be paid at the penalty rates prescribed in sub-clause Payment for work done on Public holidays, based on their normal casual rate.

## **5.5 Long Service Leave**

### ***Entitlement to Leave***

- a) Long service leave is provided for in accordance with the Long Service Leave Act 1958 (WA) except as provided hereafter.
- b) Full time or part time Employees will become entitled to thirteen (13) weeks' long service leave:
  - i. after a period of ten (10) years' continuous service; and
  - ii. after each subsequent period of seven (7) years' continuous service.
- c) Any long service leave accrued prior to 1 July 2010 will be calculated on the basis of the following formula:  
$$(\text{No of years served} \times 13 \text{ weeks}) / 15 \text{ years} = \text{No of weeks accrued.}$$
- d) An Employee may apply to access pro rata accrued long service leave after completing seven (7) years continuous service in the first accumulation.

### ***Taking Leave***

Leave may be taken at a time mutually agreed by the Employer and the Employee, and subject to the Employer's operational requirements.

Long service leave must be taken within 2 years of it falling due, unless otherwise mutually agreed. The leave must be taken in one continuous period or separate periods of not less than one (1) week as mutually agreed.

- a) An Employee may request that an Employer grant them a period of long service leave:
  - i. on half pay. For example, an Employee who is entitled to 8 weeks' long service

leave may request that they take 16 weeks of leave at half pay; or

- ii. on double pay. For example, an Employee who is entitled to 8 weeks' long service leave may request that they be granted 4 weeks of leave at double pay.

If a public holiday occurs during a period of long service leave taken by an Employee; and the Employee is otherwise entitled to that holiday under the Employee's conditions of employment, the period of long service leave is increased by one day for each such public holiday.

## **5.6 Parental Leave**

### ***Entitlement to Leave***

Employees are entitled to parental leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act), and the additional provisions set out in this Clause.

This clause should be read in conjunction with the Employer's leave policy, as amended from time to time.

### ***Entitlement to Paid Leave***

An Employee who meets the eligibility to access parental leave under the NES and who will be the primary carer of a child (whether birth-related or adoption) will be entitled to between 4 and 6 weeks paid parental leave.

An Employee who returns to work after a period of paid parental leave will receive a return-to-work payment after the completion of 3 months continuous service.

<b>Years of continuous service</b>	<b>Paid Leave (weeks)</b>	<b>Return to Work Payment (weeks)</b>
Less than 1	0	0
Between 1 and 3	4	2
Between 3 and 5	5	2
More than 5	6	2

### ***Taking Leave***

- a) Paid leave is granted on the following conditions:
  - i. leave must be taken in a single unbroken period;
  - ii. a combination of paid and unpaid leave must not exceed an Employee's total entitlement of a maximum of 24 months of parental leave.
  - iii. part-time Employees shall be entitled to payment on a pro rata basis, calculated on the average hours worked by the Employee in the 6 months preceding the commencement of parental leave.
  - iv. is subject to an Employee remaining eligible for Parental Leave under the NES during a Parental Leave Period; (operates independently and in addition to any Government paid parental leave scheme (or other like Government benefit))

- b) Where more than one (1) Employee applies for parental leave to act as a primary care giver to the same child, such leave will not be taken at the same time as another family member who is also employed by the Employer and wishes to access paid parental leave. The total period of the paid parental leave for any one birth does not exceed six (6) weeks per couple.
- c) Paid Parental Leave may be taken at half pay for double the time, by agreement with the Employer.

### ***Payment of Leave***

Paid Parental Leave will be paid as fortnightly payments during the leave period paid at the ordinary rate of pay to which the Employee is entitled.

Paid Parental Leave will count as continuous service within the meaning of the Act.

Superannuation contributions will be made for periods of Paid and Unpaid Parental Leave. Superannuation contributions will be calculated based on the average hours worked by the Employee in the 6 months preceding the commencement of parental leave.

### ***Notice and Evidence Requirements***

- a) Employees must:
  - i. inform their Employer of their intention to take paid parental leave by giving at least 10 weeks written notice (unless it is not possible to do so).
  - ii. specify the intended start and end dates for the leave at least 4 weeks before the intended start date, confirm the intended start and end dates
  - iii. the Employer may require evidence that would satisfy a reasonable person of the actual or Expected date of Confinement (for example a medical certificate), or the day or expected day of placement of a child under 16.

### ***Communication during parental leave***

Where an Employee is on parental leave and a definite decision has been made to introduce significant change at the workplace, the provisions of [Clause 8.3](#) – Consultation regarding major workplace change in this Agreement, will be applicable.

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

The Employee will also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with it's obligations in [Clause 8.3](#) – Consultation regarding major workplace change in this Agreement.

### ***Return to Work Payment***

The return-to-work payment will be paid as a lump sum paid at the Employee's ordinary rate of pay, based on the average hours worked by the Employee in the 3 months since commencing work after parental leave.

### ***Return to the Workplace***

Where an Employee wishes to make a request to return to work, the request must be made as soon as possible but no less than 7 weeks prior to the date the Employee is due to return to work from parental leave.

Employees returning from parental leave may request flexible working arrangements in accordance [Clause 6.2](#) – Requests for flexible working arrangements, in this Agreement.

## **5.7 Community Service Leave**

### ***Leave Entitlement***

Community service leave is provided for in the NES (refer to Chapter 2, Part 2-2, Division 8 of the Act).

### ***Eligible Community Service Activities***

- a) Employees are entitled to be absent from work for:
  - i. The time when the Employee engages in the activity;
  - ii. reasonable travelling time associated with the activity; and
  - iii. reasonable rest time immediately following the activity.
- b) An eligible community service activity includes:
  - i. jury service;
  - ii. a voluntary emergency management activity; or
  - iii. any other activity prescribed by FW regulations made for the purpose of Section 109(4) of the Act.

## **5.8 Ceremonial Leave**

### ***Leave Entitlement***

First Nations Employees may access up to ten (10) working days' unpaid leave in any one (1) calendar year, to participate in significant activities associated with their culture or to fulfil ceremonial obligations, with the approval of the Employer.

## **5.9 Family and Domestic Violence Leave**

The Employer is committed to providing support to staff that experience family and domestic violence.

### ***Entitlement to Leave***

An Employee, including a casual Employee may request up to ten (10) days paid leave in a twelve (12) month period to deal with matters relating to family and domestic violence in accordance with the NES.

### ***Paid Leave***

- a) Paid family and domestic violence leave:
  - i. is available in full at the start of each 12-month period of the Employee's employment; and
  - ii. is paid at the Employee's full rate of pay; and
  - iii. does not accumulate from year to year; and
  - iv. is not paid out on termination of employment.

### ***Unpaid Leave***

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***

An Employee must inform the Employer as soon as possible if they need to take family and domestic violence leave. To access paid and unpaid leave, the Employee must provide evidence that a reasonable person would find satisfactory. This evidence may include a document issued by the police service, a court, a family violence support service; or a statutory declaration.

The NES prescribes confidentiality obligations that apply to the Employer in the handling of Family and Domestic Violence Leave information.



## **Part 6 Employee Support and Workplace Culture**

### **6.1 Individual Flexibility**

- a) The Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
  - i. The agreement deals with one (1) or more of the following matters:
    - Arrangements about when work is performed;
    - Overtime rates;
    - Penalty rates;
    - Allowances;
    - Leave loading; and
  - ii. The arrangement meets the genuine needs of the Employer and Employee in relation to one (1) or more of the matters mentioned in sub clause (a); and
  - iii. The arrangement is genuinely agreed to by the Employer and Employee.
  
- b) The Employer must ensure that the terms of the individual flexibility arrangement:
  - i. Are about permitted matters under section 172 of the Fair Work Act 2009; and
  - ii. Are not unlawful terms under section 194 of the Fair Work Act 2009; and
  - iii. Result in the Employee being better off overall than the Employee would be if no arrangement were made.
  
- c) The Employer must ensure that the individual flexibility arrangement:
  - i. Is in writing; and
  - ii. Includes the name of the Employer and Employee; and
  - iii. Is signed by the Employer and Employee and if the Employee is under eighteen (18) years of age, signed by a parent or guardian of the Employee; and
  - iv. Includes details of:
    - The terms of the Agreement that will be varied by the arrangement; and
    - How the arrangement will vary the effect of the terms; and
    - How the Employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
    - States the day on which the arrangement commences.
  
- d) The Employer must give the Employee a copy of the individual flexibility arrangement within fourteen (14) days after it is agreed to. The Employer or Employee may terminate the individual flexibility arrangement:
  - i. By giving no more than twenty-eight (28) days written notice to the other party to the arrangement; or
  - ii. If the Employer and Employee agree in writing — at any time

### **6.2 Requests for Flexible Working Arrangements**

Requests for flexible working arrangements are in accordance with the NES. Disputes about requests for flexible working arrangements may be dealt with under [Clause 8.4](#) - Dispute Resolution, of this Agreement.

### **6.3 Health and Safety**

In accordance with the relevant health and safety legislation and guidelines in each State and Territory, the Employer recognises that prevention of occupational injury and illness through the provision of a safe and healthy work environment is of utmost importance. Formal structures, processes and training will be established to promote and enhance the delivery of quality health and safety outcomes.

The prevention of occupational injury and illness in the workplace being physical and psychological, is the responsibility of everyone and the participation and co-operation of all Employees in the workplace is vital.

Managers and supervisory staff are responsible and accountable for minimising the potential for occupational injury and illness of Employees within their area of responsibility.

All Employees are required to work safely following established safety procedures and to use equipment provided in the proper manner at all times.

Employees shall report all hazards and incidents and take appropriate action to rectify them as soon as practicable.

Employees are not permitted to attend work, deliver care or operate machinery or vehicles whilst in any way intoxicated or under the influence of alcohol and/or drugs.

### **6.4 Respect at Work**

The parties to this agreement acknowledge a shared commitment to the provision of a safe, flexible and respectful workplace, free from all forms of bullying, harassment, sexual harassment and discrimination, where everyone is required to treat each other with dignity, courtesy and respect.

In achieving this objective, the parties recognise and prioritise a holistic approach consistent with relevant legislation, ensuring that everyone complies with its terms and conditions.

### **6.5 Confidential Counselling Services**

The Employer will provide a confidential Employee Assistance Program to assist Employees to manage personal and work issues.

### **6.6 Anti-Discrimination**

It is the intention of the Parties to achieve the principal object in section 3(e) of the Fair Work Act 2009 through respecting and valuing the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual orientation, age, religion, political opinion, national extraction or social origin.

Accordingly, the parties will make every endeavour to ensure that neither the Agreement's provisions nor their operation are directly or indirectly discriminatory in their effect. Nothing in this sub-clause will be taken to affect:

- a) any different treatment or treatment having different effects, which are specifically exempted under the Commonwealth anti-discrimination legislation;
- b) an Employee, Employer or registered organisation, pursuing matters of discrimination in any state or federal jurisdiction, including by application to the Australian Human Rights and Equal Opportunities Commission; or

- c) the exemptions in section 772(2) of the Fair Work Act 2009.

## **6.7 Training**

All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. Employees will be given on-going training as necessary, relevant to their roles and responsibilities. Delivery of training may be via a variety of means including but not limited to face to face, on the job and e-learning. Every Employee must attend training required to meet statutory responsibilities.

### ***Mandatory Training (face to face)***

Mandatory training shall be provided to Employees during their ordinary hours of work.

Where this is not practicable:

- a) Employees shall attend training outside their ordinary working hours when required to do so by the Employer;
- b) Unless the overtime provisions outlined in [Clause 4.3](#) – Overtime, of this Agreement apply, attendance at such training shall be paid ordinary pay for the period of training.
- c) Where the Employee is not rostered to work and is required to attend compulsory training on site other than during the course of a rostered shift, the minimum payment shall be the length of the training or 1.5 hours, whichever is the greater.

### ***Mandatory Training (e-learning)***

Employees will be required to complete mandatory online training and will be allocated a prescribed amount of time for the completion of each online module during ordinary hours. Employees will be given the choice and flexibility to complete this training outside of ordinary hours and/or from home, by mutual agreement.

When the e-learning is completed, the Employer will pay Employees for the prescribed time allocated for each module.

The Employee will be paid at their ordinary rate of pay for the prescribed time allocated to complete the module. Where an Employee is not able to complete the training or complete it within the allocated time then the Employee and the Employer will meet to discuss how the training can be completed within paid time.

## **6.8 Vaccination**

The Employer is committed to the health and safety of its residents and Employees and to preventing the spread of vaccine-preventable diseases. Necessary vaccinations will be provided to Employees at no cost, or Employees will be reimbursed for the cost of the vaccination upon provide a receipt.

## **6.9 Workforce Management**

The Employer is committed to meeting care minutes requirements as mandated by the relevant regulatory body.

The parties to this Agreement acknowledge the commitment to meeting care minutes as mandated by the relevant regulatory body and Employer and Employees have a responsibility to maintain a balanced workload, and recognise the adverse effects that excessive workloads may have on Employees and the quality of resident and client care.

To ensure that Employees' concerns involving excessive workloads are effectively dealt with by the Employer the following procedures will apply:

In the first instance, Employees should discuss the issue with their manager and where appropriate, explore solutions and if a solution still cannot be identified and implemented, the matter should be dealt with in accordance with the Employers Grievance Policy.

## Part 7 Employee Separation

### 7.1 Employer Notice Requirements

The Employer will give the following notice to terminate the employment of an Employee (other than a casual Employee):

Period of continuous service at the end of the day the notice is given	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

An Employee over 45 years of age is entitled to an extra weeks' notice if the Employee has completed at least two years of continuous service.

If the appropriate notice is not given, payment in lieu of notice must be made. Employment may be terminated with part of the notice period and part payment in lieu. The payment must equal or exceed the total amounts the Employer would have paid the Employee during the notice period, including ordinary hours, allowances, loadings, penalties, and any other contractual amounts.

The period of notice in this Clause will not apply in the case of dismissal for serious misconduct, and payment is made only up to the time of dismissal.

A casual Employee will be entitled to one hour's notice.

### 7.2 Employee Notice Requirements

The notice of termination required to be given by an Employee (other than a casual Employee) shall be the same as that listed in [Clause 7.1](#) - Employer Notice Requirements, of this Agreement.

If the Employee fails to give notice or fails to work their allocated notice period, the Employer may seek the Employee's written authorisation to withhold any monies due to the Employee on termination under the Agreement an amount not exceeding the Employee's ordinary rate of pay equivalent to one week's pay. The Employee is within their rights to not agree to this deduction in accordance with the s324 of the Act.

A casual Employee will provide one hour's notice.

#### ***Transfer of business***

When a business is transferred from one Employer to another, the period of continuous service that the Employee had with the transferor, or any prior transferor is deemed to be service with the transferee and taken into account when calculating the required period of notice of termination.

However, an Employee will not be entitled to notice of termination or payment in lieu of notice for any period of continuous service for which notice has already been given or paid.

### 7.3 Redundancy

Redundancy occurs when an Employer either decides they no longer need an Employee's job to be done by anyone, or the Employer becomes insolvent or bankrupt, and terminates their employment. The job itself, not the Employee, becomes redundant.

#### **Consultation**

The Employer will fulfill its consultation obligations outlined in [Clause – 8.3](#) Consultation regarding major workplace change, in this Agreement.

#### **Retrenchment**

When employment is terminated for the reasons set out in this Clause, the Employee will receive redundancy pay based on their continuous period of service, calculated at the base rate for ordinary hours worked, as follows:

<b>Period of continuous service</b>	<b>Redundancy Pay</b>
1 year and less than 2 years	5 weeks
2 years and less than 3 years	6 weeks
3 years and less than 4 years	7 weeks
4 years and less than 5 years	8 weeks
5 years and less than 6 years	10 weeks
6 years and less than 7 years	11 weeks
7 years and less than 8 years	13 weeks
8 years and less than 9 years	14 weeks
9 years and less than 10 years	16 weeks
10 years and less than 11 years	14 weeks
11 years and over	An additional 1 week for each completed year of service to a maximum of 26 weeks' pay.

- a) For the purposes of this clause, "continuous service" will not be broken by:
- i. Any interruption or termination of employment by the Employer intended to avoid obligations under this clause regarding leave of absence;
  - ii. Any absence from work with leave granted by the Employer; or
  - iii. Any absence with reasonable cause, evidenced by the Employee.
- b) In calculating continuous service, any time Employees are absent from work, except for

paid leave, will not count as time worked.

- c) An Employee's service with a business that has been transferred from one Employer to another, where the Employee's service is deemed continuous under the Long Service Leave Act 1958 (WA), will count as continuous service for purposes of this clause.

### ***Varying Redundancy Pay***

The Employer may apply to the FWC to have the amount of redundancy pay varied, if acceptable alternative employment is obtained for an Employee, or the Employer cannot afford the full redundancy amount.

### ***Transfer to Lower Paid Duties***

If an Employee is transferred to lower-paid duties due to redundancy, they must receive the same notice period as if their employment were terminated. The Employer may make payment in lieu thereof of an amount equal to the difference between the former and new ordinary pay rates for the remaining notice period.

### ***Employee Leaving During Notice Period***

An Employee given notice of termination whose employment is to be terminated due to redundancy can resign during the notice period and still receive the same benefits and payments as if they had worked until the end of the notice period. However, they will not receive payment in lieu of notice.

### ***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 pay during each week of the notice period to seek other employment.
- b) If the Employee has been allowed more than one day of paid leave as per sub-clause (a), the Employer may request proof of attendance at an interview. A statutory declaration will suffice for this purpose. If proof is not provided, the Employee will not receive payment for the time absent.

### ***Employees Exempted***

- a) This clause does not apply to:
- i. Employees terminated because of serious misconduct
  - ii. casual Employees
  - iii. Employees employed for a stated period of time or for a specified task or project
  - iv. trainees engaged only for the length of the training agreement; or
  - v. apprentices

### ***Transfer of Business***

The provisions of sub-clause Retrenchment of this Clause, will not apply when a business is transferred from one Employer ("the transferor") to another Employer ("the transferee") in the following circumstances:

- a) If the Employee accepts employment with the transferee, which recognises their period of continuous service with the transferor and any prior transferee; or

- b) If the Employee rejects an offer of employment with the transferee that:
- i. Has terms and conditions substantially similar and no less favourable overall, than those with the transferor at the time of termination; and
  - ii. Recognises the Employee's continuous service with the transferor and any prior transferor as continuous service with the transferee.



## **Part 8 Compliance, Obligations and Responsibilities**

### **8.1 Right of Entry**

Subject to the provisions below, right of entry will be in accordance with the provisions of the FairWork Act 2009.

On giving 24 hours prior notice in writing or by telephone to the respective facility manager, an accredited representative of a union which has eligible members employed by the Employer under this Agreement, will be entitled to enter the business premises of the Employer to hold discussions with the said Employees during the recognised break periods provided adequate staff coverage is maintained. Discussions will take place in an area agreed to by the Employer and the relevant union.

### **8.2 Workplace Delegates**

Workplace delegates rights are provisioned in Sectioned 350C of the Act, as summarised below.

#### ***Notice requirements***

Before a delegate can access any delegate entitlements, they must first give the Employer written notice of their appointment or election as a delegate.

The Employer can request evidence that would satisfy a reasonable person of the delegate's appointment or election.

If an Employee stops acting as a delegate, they must give the Employer written notice within 14 days.

#### ***Representation***

Delegates can represent the industrial interests of their members and other eligible Employees if they wish to be represented.

#### ***Communication***

Delegates can communicate with Employees about union membership and issues in which the delegate can represent them.

Delegates can communicate with Employees:

- a) during working hours or breaks
- b) before or after work

#### ***Entitlement to reasonable access to the workplace and workplace facilities***

The Employer shall give delegates access to workplace facilities and the use of equipment.

#### ***Entitlement to reasonable access to training***

Delegates are entitled to paid time off for initial and annual training where applicable . This is subject to the delegate:

- a) giving a minimum of 5 weeks' notice to attend, unless a shorter period is agreed with the Employer
- b) providing an outline of the training content if requested
- c) providing evidence of attendance within 7 days

Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training.

In each year commencing 1 July, the number of delegates entitled to paid training is limited to one delegate per 50 eligible Employees each year.

### ***Other obligations and entitlements***

To access any delegates entitlements, a delegate must:

- a) follow all their duties and obligations as an Employee
- b) comply with reasonable workplace policies and procedures
- c) not hinder, obstruct or prevent the normal operation of the workplace or other Employees' right to freedom of association.

## **8.3 Consultation Regarding Major Workplace Change**

### ***Major Change***

- a) When the Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that is likely to have significant effects on Employees, the Employer will notify the Employees who may be affected by the proposed changes and their representatives (if any).
- b) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs.
- c) The Employer will discuss with the affected Employees and their representatives (if any) the introduction of the major changes, the effects the changes are likely to have on Employees and measures to avert or mitigate any adverse effects of such changes on Employees. The Employer will give prompt consideration to matters raised by the Employees and/or their representatives in relation to the changes.
- d) The discussions will commence as early as practicable after a definite decision has been made by the Employer to make a major change.
- e) As part of the discussions the Employer will provide in writing to the affected Employees and their representatives (if any) all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees. However the Employer is not required to disclose confidential information.
- f) At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to their representative occurs after the notice is provided to the Employer.

### ***Change to Regular Roster or Ordinary Hours of Work***

- a) If the Employer proposes to introduce a change to the regular roster or ordinary hours of work of Employees, the Employer will:
  - i. provide information to the Employees about the change;
  - ii. invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - iii. consider any views given by the Employees about the impact of the change.
- b) At any stage during this process an Employee may appoint a representative of their choice in writing. The Employer's obligation to consult or provide information to their representative occurs after written notice is provided to the Employer.

### **8.4 Dispute Resolution**

This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.

An Employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this clause.

Parties to the dispute must first try to resolve the dispute at the workplace level, by discussions between the Employee/s and relevant supervisors and/or management.

If discussions at this workplace level do not resolve the dispute, it will be referred to the next level of senior management or their nominee and an attempt made to resolve the matter.

All parties will give genuine consideration to proposals to resolve the dispute.

If the matter is still not resolved, it may be referred to the Fair Work Commission.

FWC may deal with the dispute in two (2) stages:

- a) FWC will first attempt to resolve the dispute as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
- b) FWC is unable to resolve the dispute at the first stage, FWC may then:
  - c) Arbitrate the dispute; and
  - d) Make a determination that is binding on the parties.

Note: If the FWC arbitrates the dispute, it may also use the powers that are available to it under the Act.

A decision that FWC makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5.1 of the Act. Therefore, an appeal may be made against the decision

While the parties are trying to resolve the dispute using the procedures in this clause:

- a) work must continue in accordance with this Agreement and the Act; and
- b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether, at the same or another workplace, that is safe and appropriate for the Employee to perform.

This sub-clause is subject to any applicable Workplace Health and Safety legislation.

The parties to the dispute agree to be bound by a decision made by FWC in accordance with this

term.

### **8.5 No Reductions**

Nothing in this Agreement will operate to reduce the wages of any Employee who at the date of approval of this Agreement was being paid a higher rate of pay than the minimum prescribed for their class of work.

### **8.6 Complete Agreement**

This Agreement is intended to cover all matters pertaining to the employment relationship. No term of previous agreements will carry over and all previous agreements are expressly rescinded, superseded and replaced by this Agreement.

### **8.7 No Further Claims**

The parties will not, during the term of this Agreement, pursue any further claims on the matters contained in the Agreement, except as provided under the terms of this Agreement or as a variation to the Agreement in accordance with the Act.

## **SCHEDULE A: EMPLOYMENT CLASSIFICATIONS AND WAGES (Classifications)**

The following classifications apply for the purposes of defining the relevant duties and responsibilities for Employees covered by this agreement. The classification descriptors are presented as a guide only and should always be read in conjunction with the specific position description.

### **NURSING CLASSIFICATIONS**

#### ***Enrolled Nurse***

**Enrolled Nurse Level 1** means an Employee registered as an enrolled nurse and who has limited or no practical experience of current situations.

**Enrolled Nurses Level 2** means an Employee registered as an enrolled nurse and who has completed not more than one further year of practical experience (or the equivalent of 1786 hours) in the provision of nursing care and/or services in addition to the experience, skill and knowledge of an Enrolled Nurse Level 1.

**Enrolled Nurses Level 3** means an Employee registered as an enrolled nurse and who has completed not more than one further year of practical experience (or the equivalent of 1786 hours) in the provision of nursing care and/or services in addition to the experience, skill and knowledge of an Enrolled Nurse Level 2.

**Enrolled Nurses Level 4** means an Employee registered as an enrolled nurse and who has completed not more than one further year of practical experience (or the equivalent of 1786 hours) in the provision of nursing care and/or services in addition to the experience, skill and knowledge of an Enrolled Nurse Level 3.

**Enrolled Nurses Level 5 ASEN** means an Employee registered as an enrolled nurse and who has completed one or more further year(s) of practical experience (or the equivalent of 1786 hours) in the provision of nursing care and/or services in addition to the experience, skill and knowledge of an Enrolled Nurse Level 4.

**Advanced Practice Enrolled Nurses** means an Employee registered as an enrolled nurse and who has been appointed by the Employer to that position on the basis of his/her clinical specialisation or service coordination in accordance with the operational requirements of the Employer.

#### ***Registered Nurse***

**Registered Nurse level 1** means a Registered Nurse who is required to perform general nursing duties which include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
- providing education, counselling and group work services oriented towards the promotion of health status improvement of patients and clients within the practice setting;
- providing support, direction and education;
- accepting accountability for the Employee's own standards of nursing care and service delivery and professional development;
- participating in action research and policy development within the practice setting; and
- relieving "Clinical Nurses" as required.

**Registered Nurse Level 2** means a Registered Nurse who is appointed at this level (to be known as a "Clinical Nurse"), and is required in addition to the duties of a Registered Nurse Level 1, to perform duties delegated by a Nurse at level 3, and clinical nursing duties which will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing supervision, support, direction, orientation and education to all members of the nursing and care team as required;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Registered Nurse Level 3;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting;
- assisting in the management of action research projects, and participating in quality improvement programs and policy development within the practice setting as required and directed by Management.

**Registered Nurse Level 3** means a Registered Nurse who is appointed at this level and is required, in addition to the duties of a Registered Nurse Level 2, to perform duties delegated by the Facility Manager and clinical duties which will substantially include, but are not confined to overall clinical care coordination within the facility or both facilities where there is a co-located facility on the same site.

### **CARER AND THERAPY ASSISTANTS**

**Carers** are engaged to assist elderly residents with activities of daily living, which include domestic, social and therapy needs, within the scope of established standards and regulations, under the supervision of a Registered Nurse or Manager.

**Level 1** - Employees at this level do not hold a Certificate III (or greater) in an aged care or related discipline and have limited or no practical experience.

**Level 2** - Employees at this level have successfully completed a Certificate III in Aged Care or any other qualification that is approved in accordance with the Australian National Training Framework and/or recognised by the Employer as a relevant qualification for the position.

**Level 3** - Employees at this level hold qualifications of no less than a Certificate IV in Aged Care, Allied Health Assistant or equivalent and/or Workplace Training and Assessment qualifications and who is appointed to a position which involves specialised care or service delivery with consistently higher levels of responsibility.

**Therapy Assistants** are skilled technical Employees who, under the direction of a qualified health professional, is engaged to:

- a) Assist residents/clients with their rehabilitation;
- b) Assist with the planning, supervision, and implementation of resident/client therapeutic programs;
- c) Undertake direct client therapeutic activities.

Tasks may include (but are not limited to) occupational therapy, speech pathology, physiotherapy and podiatry techniques. Therapy Assistants would have successfully completed a Certificate III qualification as a Therapy Assistant, or comparable qualification that is approved in accordance with the Australian National Training Framework recognised by the Employer as a relevant qualification for this position. Senior level Employees have successfully completed a Certificate IV qualification as a Therapy Assistant, or comparable qualification that is approved in accordance with the Australian National Training Framework.

### **DOMESTIC WORKER**

**Domestic** Employees are engaged to primarily perform cleaning and/or laundry and/or kitchen duties and/or food serving duties where the Employee will be primarily employed in one of the above functions.

**Level 1** - Employees at this level have basic domestic skills and minimum relevant experience (less than 1 year/entry level).

**Level 2** - Is an Employee appointed to this level and will have successfully completed a Certificate II in Health Support Services and/or Hospitality or any other qualification that is approved in accordance with

the Australian National Training Framework and recognised by the Employer as a relevant qualification for the position.

## **MAINTENANCE/HANDYPERSON**

Maintenance/Handypersons are engaged to primarily perform duties relating to:

- a) maintenance and repair of fittings, furniture, equipment, buildings and building services;
- b) general yard, grounds, cleaning and rubbish removal duties;
- c) assist a tradesperson; and
- d) any other duties that do not require trade or specialist skills.

**Level 1** - Employees at this level have basic handyman and gardening skills and minimum relevant experience (less than 1 year/entry level).

**Level 2** - Employees at this level have broader skills than a Level 1 Employee and have more than 1 but less than 2 years of experience.

**Level 3** - Employees at this level have intermediate to advanced skills and experience of more than 2 years or Trade level skills and experience.

**Level 4** - Employees at this level have been appointed by the Employer and possess advanced maintenance or ground keeping skill. They have the skill and experience to coordinate maintenance programs, supervise and mentor grounds and maintenance staff, manage contracted services, and can effectively provide feedback and input into the Employer's maintenance system at lodge and organisational levels.

## **COOK**

**Cooks** assist in the cooking and preparation of meals and assists in the ordering and purchasing of kitchen stock and stores.

They can effectively:

- a) cook and prepare meals for residents;
- b) assist the Cook in Charge with ordering all food / dietary supplies;
- c) oversee the operation of the kitchen; and
- d) ensure that the kitchen area is maintained in a clean and hygienic condition.

## **CHEF**

A **Level 1** Chef is a trade qualified Employee appointed to his classification who duties include, but are not limited to:

- a) preparing, cooking and serving meals within the scope of their training
- b) menu planning, meal preparation, ordering;
- c) taking responsibility for the compliance of the food operation with food safety procedures; and;
- d) the supervision of staff

A **Level 2** Chef has successfully completed post trade qualifications and has a higher level of skill and experience than a Level 1 Chef. The duties of a Level 2 Chef include, but are not limited to:

- a) leading supervising and training cooks, less experienced chefs and other kitchen Employees;
- b) having the accountability of the quality of the food prepared by less experienced chefs or cooks; and/or
- c) designing menus and ensuring the preparation of meals are in accordance with care plans.
- d) Undertaking sole responsibility for other cooks and other kitchen Employees in a single kitchen

A **Level 3** Chef has successfully completed post trade qualifications and has a higher level of skill and experience than a Level 2 Chef. The duties of a Level 3 Chef are as those stated as a Level 2 Chef and also include additional duties delegated by the Head Chef and acting as second in command to the Head Chef.

## **HEAD CHEF**

A Head Chef is an Employee appointed to:

- a) provide supervision and leadership at a senior level to Chefs, Cooks and other kitchen roles;
- b) give any necessary instruction in all the branches of cooking;
- c) prepare of food service staff rosters;
- d) assist management in the pricing of meals for departmental budgets;
- e) assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals;
- f) liaise with management and clinicians to ensure that residents are provided with choice, flexibility and an appropriate dining experience.
- g) has successfully completed post trade qualifications (i.e. at a diploma level or equivalent experience) and has a higher level of trade skills and experience than a Level 2 Chef. At diploma level or equivalent experience.

## **COORDINATOR**

A Coordinator for Care Workers means an Employee who:

- a) is appointed to that position; and
- b) has attained a Cert IV in an Aged Care discipline, front line management and/or any other qualification that is approved in accordance with the Australian National Training framework and by the Employer as a relevant qualification for the position of service and/or care coordinator in the facility management team.

## **RECEPTIONIST**

A receptionist is an Employee who is primarily engaged to perform reception and administration duties within the facility.

**Level 1** – means an Employee:

- a) with less than twelve (12) months' work experience in the industry in reception and basic administration duties;
- b) with intermediate reception/administration skills and relevant experience;
- c) who works within established routines, methods and procedures;
- d) who has minimal responsibility, accountability or discretion; and
- e) who can work under direct or routine supervision, either individually or in a team.

**Level 2** – means an Employee:

- a) with 1 to 3 years' experience in the industry capable of prioritising work within established routines, methods and procedures with advanced reception administration skills and relevant experience;
- b) who is responsible for work performed with a limited level of accountability and discretion;
- c) who works under limited supervision, either individually or in a team;

**Level 3** – means an Employee:

- a) with more than 3 years' experience in the industry in reception / administration and clerical duties;
- b) capable of prioritising work within established routines, methods and procedures with advanced reception/administration skills and demonstrated ability and enthusiasm for additional responsibility including coordination of all Administrative functions within the facility in liaison with the Facility Manager;
- c) who is responsible for work performed with a medium to high level of accountability and discretion;
- d) who works under limited supervision, either individually or in a team;
- e) possesses sound written and verbal communication skills



**SCHEDULE A: EMPLOYMENT CLASSIFICATIONS AND WAGES (Wages)**

Direct Care Classifications								
Stream	Level		Base Hourly Rate					
			New wages become applicable from the first full pay period on or after					
			Current 1 July 2024	EA receives a "Yes" vote from employees	1 Jan 2025	1 July 2025	1 Oct 2025	1 July 2026
			The greater of 3% or equivalent to the Fair WorkAnnual Wage Review determination					
		\$	\$	\$	\$	\$	\$	
Care Worker and Therapy Assistant	1		30.880	30.880	31.748	32.700	32.700	33.492
	2.1	Non-Med Comp	31.242	31.941	32.329	33.299	34.387	35.419
		Med Comp	31.741	32.471	32.814	33.445	34.903	35.950
	2.2	Non-Med Comp	31.242	32.439	32.652	33.412	34.731	35.773
		Med Comp	31.741	32.972	33.299	33.961	35.419	36.481
	2.3	Non-Med Comp	31.242	32.938	32.975	33.926	35.075	36.127
		Med Comp	31.741	33.470	33.622	34.474	35.763	36.836
	3		32.031	34.750	34.750	35.793	35.793	36.866

Direct Care Classifications						
Stream	Level		Base Hourly Rate			
			New wages become applicable from the first full pay period on or after			
			Current June 2024	EA receives a "Yes" vote from Employees	1 July 2025	1 July 2026
			The greater of 3% or equivalent to the Fair WorkAnnual Wage Review determination			
		\$	\$	\$	\$	
Coordinator for Care Workers			34.250	35.50	36.689	37.789
Registered Nurse	1	1.1	40.238	41.847	43.103	44.396
		1.2	41.690	43.357	44.658	45.998
		1.3	43.206	44.934	46.282	47.670
		1.4	44.774	46.565	47.962	49.401
		1.5	46.407	48.263	49.711	51.202
		1.6	48.103	50.027	51.528	53.074
	2	1.7	49.873	51.868	53.424	55.027
		1.8	51.664	53.731	55.343	57.003
		2.1	53.214	55.343	57.003	58.713
		2.2	53.869	56.024	57.704	59.435
	3	2.3	54.531	56.713	58.414	60.167
		2.4	55.202	57.410	59.133	60.907
		3.1	57.180	59.324	61.104	62.937
3.2		58.207	60.390	62.201	64.067	
Enrolled	1	33.905	35.262	36.319	37.409	
	2	34.425	35.802	36.876	37.983	

Stream	Level	Base Hourly Rate			
		New wages become applicable from the first full pay period on or after			
		Current June 2024	EA receives a "Yes" vote from Employees	1 July 2025	1 July 2026
				The greater of 3% or equivalent to the Fair Work Annual Wage Review determination	
\$	\$	\$	\$		
Nurse	3	34.979	36.378	37.469	38.593
	4	35.633	37.058	38.170	39.315
	5	36.287	37.739	38.871	40.037

Domestic Laundry, Cleaners & Food Services	1	1.1	25.868	26.903	27.710	28.541
		1.2	26.350	27.404	28.226	29.073
		1.3	26.834	27.907	28.745	29.607
	2	2.1	26.074	27.117	27.930	28.768
		2.2	26.556	27.618	28.447	29.300
		2.3	27.038	28.120	28.963	29.832

Cook	28.594	29.738	30.630	31.549
Chef L1	29.872	31.067	31.999	32.959
Chef L2	32.972	34.413	35.442	36.509
Chef L3	New	35.931	37.009	38.119
Head Chef	37.955	40.480	41.694	42.945

Receptionist / Admin	1	27.007	28.020	28.860	29.726
	2	31.900	33.096	34.089	35.112
	3	33.135	34.378	35.409	36.471

Maintenance/ Grounds person	1	28.163	29.219	30.096	30.999
	2	32.136	33.341	34.341	35.372
	3	33.410	34.663	35.703	36.774
	4	36.523	37.893	39.029	40.200

Apprentices	
Year of Apprenticeship	% of minimum wage for an aged care general Employee - Level 4
1	55%
2	65%
3	80%
4	95%

Apprentices will be paid the percentage of the minimum wage for an aged care Employee—general—level 4, in accordance with the Aged Care Award 2010.

No further wage increases will apply during the term of this agreement unless additional recurrent funding is provided to the Employer by the Commonwealth Government specifically for wage increases.

## SCHEDULE B: ALLOWANCES

<b>Expense Related Allowances</b>			
<b>Allowance Description</b>	<b>Unit (max)</b>	<b>Current</b>	<b>Adjustment Method</b>
Uniform	Per week	\$6.34	CPI
Laundry	Per shift	\$0.32	
	Per week	\$1.49	
Meal	Per occasion	\$16.20	
Vehicle	Per km	\$0.99	
On-call (Nursing Classifications)	Per Hour	\$11.36	
Outbreak	Per Hour	\$0.80	
Buddy	Per Hour	\$1.00 - \$1.50 on approval	
Stand by (nursing classifications) between rostered shifts or ordinary hours on: 1. Monday to Friday (inclusive) 2. Saturday 3. Sunday, public holiday or any day when the Employee is not rostered to work	Hourly rate of pay of a Registered Nurse Level 2.4	1. 54% 2. 81% 3. 94%	
Specified Duties	Per Hour	\$0.74	

Allowances will be adjusted during the life of this Agreement as follows:

- a) annually from the FFPPOA 1 July. At the time of any adjustment to the standard rate, each expense related allowance will be increased by the relevant adjustment factor. The relevant adjustment factor for this purpose is the percentage movement in the applicable index figure most recently published by the Australian Bureau of Statistics since the allowance was last adjusted.
- b) the applicable index figure is the index figure published by the Australian Bureau of Statistics for the Eight Capitals Consumer Price Index (Cat No. 6401.0), as follows:

<b>Allowance</b>	<b>Applicable CPI figure</b>
Meal allowance	Take away and fast foods sub-group
Clothing and equipment allowance	Clothing and footwear group
Vehicle allowance	Private motoring sub-group

## **SCHEDULE C: SUPPORTED WAGES**

1. Except as provided below, the provisions of Schedule C – Supported Wage System to the Aged Care Award 2010 shall apply to Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement.
2. Employees covered by this Schedule will be paid the applicable percentage of the minimum wages specified in this Agreement for their job class, according to the following table. The minimum wages payable to an Employee will not be less than the Special National Minimum Wage.

3.

<b>Assessed Capacity</b>	<b>Percent of Prescribed Agreement Rate</b>
10%	10%
20%	20%
30%	30%
40%	40%
50%	50%
60%	60%
70%	70%
80%	80%
90%	90%

3. Where an assessment has been made, the applicable percentage shall apply only to wages. Employees covered by this Schedule will be entitled to the same terms and conditions of employment as all other Employees covered by this Agreement, but be paid at the wage in accordance with section 2 above.

**SIGNATORIES**

Signed for and on behalf of Air Force Association (WA Division) Inc. (ABN 97 352 605 141)

Lis Hawkins  
Signature

13-08-2024  
Date

Lisa Hawkins  
Full Name

18 Bowman Street  
Address

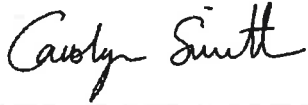
Chief People Officer  
Position Title

South Perth 6151  
Address

ASnowill  
Witness Signature

Angela Snowsill  
Witness Full Name

Signed for and on behalf of United Workers Union as a Bargaining Representative



Signature

16/08/2024

Date

Carolyn Smith

Full Name

Level 2, 54 Cheriton Street

Address

Director, United Workers Union

Position Title

PERTH WA 6000

Address



Witness Signature

Yasmin Green

Witness Full Name

Signed for and on behalf of

as a Bargaining Representative

  
Signature


13.8.24  
Date

Sean Levy  
Full Name

369 Hay Street  
Address

Industrial Officer  
Position Title

Perth 6000  
Address

  
Witness Signature

Janet Reah.  
Witness Full Name

Signed for and on behalf of

as a Bargaining Representative

  
\_\_\_\_\_  
Signature


13/8/24  
\_\_\_\_\_  
Date

Timothy Rivett  
\_\_\_\_\_  
Full Name

2 Bull Creek Dr, Bull Creek  
WA 6149  
Address

Head Chef  
\_\_\_\_\_  
Position Title

2 Bull Creek Dr, Bull Creek  
WA 6149  
Address

  
\_\_\_\_\_  
Witness Signature

ANSON RAMSDEN  
\_\_\_\_\_  
Witness Full Name