



PROM COUNTRY AGED CARE

ENTERPRISE AGREEMENT 2023

ENTERPRISE AGREEMENT

PART A – APPLICATION AND OPERATION

1 TITLE

This Agreement shall be called the *Prom Country Aged Care Enterprise Agreement 2022* ('Agreement') and records the terms agreed between those parties in full settlement of the claim served and shall apply for the duration of the Agreement.

2 Arrangement

This Agreement shall be arranged as follows:

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3 Variation of the Agreement

- 3.1 Subject to the requirements of the *Fair Work Act 2009* ('the Act') an application to vary the terms of the Agreement can be made under Chapter 2-Pt2-4-Div 7 of the Act.
- 3.2 Such application must be in writing and agreed to by the parties.

4 Coverage

This Agreement will cover:

- 4.1 Prom Country Aged Care Inc (ABN 95 527 897 647) with regards to its operations in the State of Victoria ('the Employer'); and
- 4.2 Employees of Prom Country Aged Care Inc performing work within the classifications contained in this agreement.

4.3 The Agreement does not apply to nor cover persons permanently appointed as an Executive, a Facility Manager, a Business Manager, Director of Nursing or like positions.

4.4 It is the intention of this Agreement that the ANMF and HWU will be covered by this Agreement if the requirements of s183 of the Act have been met.

5 Scope of the Agreement and Posting of the Agreement

5.1 This Agreement shall apply to all Employees of the Employer performing work within the classifications contained in this agreement.

5.2 A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees.

6 Relationship to the NES and Awards

6.1 This Agreement contains terms that are also matters under the National Employment Standards ('NES') of the Act.

6.2 This Agreement will be read and interpreted in conjunction with the NES. Where there is an inconsistency between the Agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency. The provisions in this Agreement otherwise apply.

7 Date and Period of Operation

This Agreement shall come into operation on the seventh day after the Agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 1 December 2026 and thereafter in accordance with the *Fair Work Act 2009*.

8 No Further Claims

8.1 The Employees and Employer covered by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.

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

9 Savings Clause

No Employee shall suffer a reduction to their pay as at the date that this Agreement becomes operative.

10 Definitions

ADO means Accrued Day Off. pursuant to Clause

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

The **'Allowance' or 'base rate'** for Aged Care Employees is the weekly rate for Aged Care Level 3.

The **'Allowance' or 'Base rate'** for Registered Nurses is the weekly rate for RN 2 Pay Point 2.

The **'Allowance' or 'Base rate'** for Personal Carers is shown at Appendix A.

AHPRA means the Australia Health Professions Regulation Agency.

Enrolled Nurse has the same meaning as an Enrolled Nurse authorised by the Nursing and Midwifery Board of Australia to administer medications.

Experience in this Agreement for the purpose of their initial pay point Registered and Enrolled Nurses, experience shall mean the number years since registration in Australia or other accepted relevant service. Where an internationally trained nurse or midwife is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place. Experience for Personal Care Workers with Cert III or Cert IV, relevant 'experience' shall be counted for the minimum pay point on engagement.

A Year of Experience in this Agreement for Registered Nurses and Enrolled Nurses means 1,080 ordinary hours (which includes periods of paid leave) and progression occurs as soon as this threshold is reached but no sooner than 12 months.

Fair Work Commission ('FWC') means the Fair Work Commission or successor.

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

Family Relationships means:

De facto partner

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

Immediate Family unless otherwise stated, for the purposes of any entitlement pursuant to this Agreement the term 'Immediate Family' means a spouse or partner (of either sex including a former spouse, de facto spouse and a former de facto spouse), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners' parents), grandparents, grandchildren, partners' grandparents or grandchildren or siblings of the Employee or spouse or is related to the Employee according to First Nations Peoples kinship rules.

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

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

NMBA is the Nursing and Midwifery Board of Australia. Any reference to the NMBA shall be deemed to include a reference to the Nurses Board of Victoria, the Victorian Nursing Council and the equivalent authorities in the other states or territories of Australia and internationally.

Service and Continuous Service is defined by s.22 of the Fair Work Act 2009 (Cth), which will apply to the extent of any inconsistency.

Base rate of pay means the base rate of pay and any applicable over-agreement payments for ordinary hours of work for a period worked (however the rate is described). This does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates, or any other similar separately identifiable entitlements. For casual employees, this means their loaded rate.

Pay point progression where more than a single pay point is available for full time employees it is on their anniversary date. For casual or part time employees it is or having achieved 1,080 paid hours but not less than 12 months since their last pay point progression. For ACE Level 1, it is 500 hours to progress to ACE Level 2 pay point 1.

RDO means Rostered Day off.

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

Registered Nurse means a person who has current registration with the Australian Health Practitioner Regulation Agency (AHPRA) entitling them to practice as a Registered Nurse.

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

Span of hours means time worked between 6.30 am and 6.00 pm, Monday to Friday.

Unions means the ANMF (Victorian Branch) and the Health Services Union Victoria #1 Branch T/A the Health Workers Union.

11 Anti Discrimination

11.1 It is the intention of the respondents to this Agreement to achieve the principal objects of ss.3(e) and 336 of the *Fair Work Act 2009* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin or other attribute.

11.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents to this Agreement must make every endeavour to ensure that neither the Agreement provisions nor their operation are directly or indirectly discriminatory in their effects.

11.3 Nothing in this clause is taken to affect:

- (a) Any different treatment (or treatment having different effects) which is 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 any application to the Human Rights and Equal Opportunity Commission; and
- (c) The exemptions in s351(2) of the *Fair Work Act*.

12 Workplace Health & Safety

The parties to this Agreement are committed to ensuring that the workplace is safe from risks arising from matters including but not limited to manual handling, workplace bullying and occupational violence. These risks shall be reduced or eliminated by the use of policies, guidelines and training.

PART B – WAGES AND ALLOWANCES

13 Wages

- 13.1 The current rates of pay specified in Appendix A applying to Employees to whom this Agreement applies shall be as follows:
 - (a) To the pay point values at Appendix A from the first full pay period on or after 1 January 2024
 - (b) To the pay point values at Appendix A from the first full pay period on or after 1 July 2024
 - (c) To the pay point values at Appendix A from the first full pay period on or after 1 July 2025; and,
 - (d) To the pay point values at Appendix A from the first full pay period on or after 1 July 2026.
- 13.2 Allowances shall be increased in accordance with Appendix A.
- 13.3 Transitioning to the new classifications and job titles will occur on the date of operation. Where an Employee is at a current pay point which will no longer be used, they will move to the next higher pay point on transition.
- 13.4 The Employer recognises that Stage 3 of the 'work value' applications before the Fair Work Commission has not been completed. The Employer undertakes that any financial assistance delivered by the Commonwealth in regard to the rates of pay will be provided to Employees in accordance with the Minister's instructions or guidance

14 Payment of Wages

- 14.1 Wages shall be paid fortnightly or where mutually agreed, monthly.
- 14.2 Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee. Wages shall be deposited by the employer in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Unless otherwise agreed, where an underpayment occurs, the employer shall make a correcting payment the next business day. Where the wages are not available to the

employee by such time due to circumstances beyond the employer's control, the employer shall not be held accountable for such delay.

- 14.3 Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within 3 working days. Unless otherwise agreed, the Employer may deduct not more than 7 day's pay where an overpayment exists or insufficient notice is provided on resignation.
- 14.4 Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such minor recovery. All such agreed deduction from wages must be authorised in writing by the employee.
- 14.5 **Payment of Wages Following Termination**
- (a) When notice of termination of employment has been given by an Employee or the Employer, unless otherwise agreed, final monies shall be paid not more than 3 business days from the last day of service.
- (b) Where an Employee's services have been terminated without notice, payment of all wages and other monies, less adjustments, owing to an Employee shall be made to the employee within 1 business day.

15 Salary Packaging

- 15.1 By agreement with the Employee, an Employee's pay may be salary packaged.
- 15.2 The Employee shall compensate the Employer from within their base remuneration for any FBT incurred as a consequence of any salary packaging arrangement the Employee has entered into that either exceeds the cap or is a benefit outside of the *Fringe Benefits Tax Assessment Act* and associated taxation ruling.
- 15.3 Other than for in-house payroll service, the Employee shall be responsible for all costs associated with the administration of their salary packaging arrangements.
- 15.4 The Employer shall not be held responsible in any way for the cost or outcome of any financial advice obtained by the Employee.

16 Occupational Superannuation

- 16.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 16.2 The Employer shall make occupational superannuation contributions to a complying Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') (or successor);

- (b) Aware Super (or successor); or,
 - (c) Any other complying fund upon a request from the Employee.
- 16.3 The Employer shall participate in accordance with the trust fund deeds.
- 16.4 An Employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 16.5 On commencement, should an Employee fail to nominate an approved fund within 28 days, the Employer will make superannuation payments to the Employee's 'Stapled Fund' (meaning the Superannuation Fund used in their last period of employment). Employees with no identified Super Fund and who do not nominate a Superannuation Fund within 28 days, will have their superannuation sent to one of the two nominated Funds above.
- 16.6 The superannuation contributions will be paid at ordinary pay, which for the purpose of this Agreement, includes ordinary time worked on public holidays and public holiday loadings
- 16.7 For Employer superannuation contributions, '**Ordinary time earnings**' are currently defined by the legislation and includes allowances for ordinary hours of work. Such allowances include shift, qualification and leader allowances.

Voluntary Contributions

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

Salary Sacrifice to Superannuation

- 16.10 An Employee may request a salary sacrifice arrangement via a specified amount or a specified percentage of gross ordinary time earnings by which their salary is to be reduced ('the salary sacrifice').
- (a) The salary sacrifice will be deducted from the Employee's gross salary and contributed by the Employer to the Fund each month.
 - (b) The Employer will continue to calculate the superannuation guarantee contributions required by the *Superannuation Guarantee (Administration) Act 1992* on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
 - (c) Salary sacrifice deductions will be made during a period of paid leave and the Employee will receive the rate of pay specified under this agreement less the salary sacrifice deduction.

(d) Calculation of salary for the purpose of leave accruals and other payments due on termination of employment shall be calculated on a rate of pay which includes the salary sacrifice contributions.

(e) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted on no more than two occasions in each calendar year.

16.11 The name of the Fund and the amount of any contributions remitted to the fund, whether superannuation guarantee contributions, salary sacrifice contributions or voluntary contributions must be included in pay slips provided by the Employer to each Employee.

17 Qualifications Allowances

The allowances are not payable to the Executive Care Manager or the Clinical Manager unless it can be demonstrated to the satisfaction of the employer that more than 50% per cent of the employee's time is spent doing clinical work.

Registered Nurse

17.1 A Registered Nurse holding more than one relevant qualification in addition to registration requirements is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to residential aged care, specifically one of the following areas:

- Gerontological nursing, or
- Management (in the case of a Registered Nurse Level 4 or above)
- Other qualification with a component that has application to nursing in Aged Care.

17.2 In addition to their salary, a Registered Nurse will be entitled to a qualification allowance set out below:

Qualification level	Allowance (% of hourly base rate – Registered Nurse Grade 1, Year 1 Classification)
Post-Graduate Diploma or Degree, Honours degree or double degree	6.5%
Masters Degree (including a Masters Degree completed to, or that leads to, registration)	7.5%

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

Enrolled Nurse

17.4 An Enrolled Nurse who holds a Diploma or Advanced Diploma totalling a minimum of 280 nominal classroom hours or a course of a minimum twelve months duration (which is in addition to the base qualification) in which it is demonstrated that a component of the qualification is applicable to their work in aged care shall be paid an allowance 3.50%.

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

18 Nauseous Allowances

Nauseous Allowances have already been included in the prescribed hourly rate appropriate to the relevant classifications and pay points shown at appendix a (enrolled nurses, personal care workers, laundry workers and cleaning staff) and are not separately payable.

19 Leader Allowance – Aged Care Employees and Enrolled Nurses

- (a) Enrolled Nurses and Aged Care Employees appointed to a role with supervisory responsibilities are compensated at their pay point for those responsibilities, and no other allowance is separately payable.
- (b) Where a higher duties situation arises, an Employee will be paid at the higher rate as per clause 55.

20 PCW Assist With Medications Allowance

A PCW who is certified to 'assist with medications' shall be paid an additional 10% of their base pay for the hour/s rostered for this type of work where PCW is required to do such work. The minimum payment is 1 hour. The allowance is not compounded by any shift allowance or penalty rate.

21 Uniforms and Laundry

21.1 Employees required by the Employer to wear uniforms will either be:

- (a) supplied with an adequate number of uniforms appropriate to the occupation free of cost (with such items to remain the property of the Employer, laundered and maintained by the Employer free of cost to the employee), or,
- (b) paid a uniform allowance at the rate prescribed in Appendix A, being the lesser of the minimum daily allowance or weekly amount, and
- (c) where the employee's uniforms are not laundered by or at the expense of the Employer, the employee will be paid a laundry allowance as prescribed in Appendix A being the lesser of the minimum daily allowance or weekly amount.

21.2 The uniform allowance, but not the laundry allowance, shall be paid during all absences on paid leave, except absence on long service leave and absence on personal leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.

21.3 Where the Employer provides an Employee with uniforms, all articles so provided remain the property of the Employer.

22 Overtime Meal Allowance

22.1 When an Employee is required to work overtime in excess of one hour, the Employee shall:

- (a) Where the Employer has adequate cooking and dining facilities, be supplied with an adequate meal, or
 - (b) Be paid a meal allowance at the rate prescribed in Appendix A; and,
 - (c) Where overtime work exceeds 4 hours on any occasion, a further meal will be provided or meal allowance as set out in Appendix A paid.
- 22.2 When overtime exceeds 5 hours on a Saturday, Sunday or rostered day off- the Employee shall be paid the meal allowance in Appendix A. If required to work more than 9 hours on such day, a further amount as specified in Appendix A shall be paid.
- 22.3 Meal allowances are in addition to overtime rates.
- 22.4 The meal allowance will be paid as part of the next pay cycle.

23 Travelling, Transport and Fares

- 23.1 An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid the rate as specified in Appendix A.
- 23.2 When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipts or other evidence acceptable to the Employer.
- 23.3 An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in the relevant Schedule of this Agreement, when they uses a Private car in those circumstances.
- 23.4 An Employee will not be entitled to reimbursement for the expenses referred to in Clauses **23.2 and 23.3** which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

24 Tool Allowance

A tool allowance as prescribed in Appendix A for the supply and maintenance of tools will be paid to chefs and cooks who are not provided with all necessary tools by the Employer.

25 Telephone Allowance

Unless a mobile phone service is provided for, where the Employer requires an Employee to install and/or maintain a telephone for the purposes of being on call the Employer shall refund the installation costs and subsequent three-monthly rental charges on production of receipted accounts.

26 On Call Allowance

- 26.1 Employees required to be on-call shall be paid an on-call allowance of 5% of the relevant weekly base / allowance rate per 12 hour period or part thereof.
- 26.2 An employee who is required to be on-call and who is required to perform work by the employer via telephone or other electronic communication away from the

workplace will be paid at the appropriate overtime rate for a minimum of one hour's work. Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment. Time worked beyond one hour will be rounded to the nearest 15 minutes.

26.3 This clause shall NOT apply to the CCM.

26.4 If recalled to duty at the workplace, the provisions at sub-clause 47.5 shall apply.

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

27 Modes of Employment

27.1 Employment Categories

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

- (a) full-time; or
- (b) part-time; or
- (c) casual; or
- (d) fixed term.

The Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with their respective classification.

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

28 Minimum Engagements

28.3 The following minimum engagements shall apply to Employees:

- (a) Full time Employees shall receive a minimum payment of 4 hours for each shift.
- (b) Part-time Nursing Employees shall receive a minimum payment of 2 hours for each shift. Aged Care Employees shall receive a minimum payment of 3 hours for each shift. This minimum engagement excludes recall to work (Clause 47) and voluntary attendance at meetings, and mandatory training (Clause 44).
- (c) Casual Employees shall receive a minimum payment of 2 hours for each shift.

29 Employment Categories

29.3 Full-time Employment

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

29.4 **Part-time Employment**

- (a) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.

Prom Country Aged Care undertakes that in regard to Clause 29.4, where additional time is required to be worked, overtime rates shall apply to part time employees for time in excess of their rostered shift for that day or roster.

29.5 **Part-Time Review of Hours**

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

29.6 **Casual Employment**

- (a) Casual employees are employed on an hourly basis for a minimum payment of 2 hours work per engagement with no expectation of ongoing employment. There is no requirement to place a casual or relieving staff on the roster.
- (b) A casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the employee's classification plus a casual loading of 25% unless otherwise provided for. In addition, a casual Employee shall be entitled to receive the appropriate uniform and other allowances prescribed in this Agreement.
- (c) Annual Leave, paid Personal Leave, paid Compassionate Leave and Termination of Employment provisions of this EA shall not apply in the case of a casual employee.
- (d) Casual employees may be terminated by the Employer with no notice. A casual employee shall only be required to give notice to the end of their current shift worked.

29.7 **Casual Conversion**

- (a) At 26 weeks service, a casual Employee shall be offered the opportunity to convert their casual employment to permanent employment and such an offer is to be made within 21 days after the employee's 26 weeks anniversary.
- (b) After this period, after a further and subsequent 26 weeks of service, additional requests by either party may be made.
- (c) Where the Employer refuses a regular casual Employee's request to convert, the Employer must provide the casual Employee with the Employer's reasons for refusal in writing within 21 days of the request being made.
- (d) Clause 29.7 shall not apply where there is no expectation of regular pattern of employment continuing or there is no regular pattern of work.

29.8 **Minimum Engagement When Recalled**

The minimum engagement for recall to work (Clause 46) is 3 hours for Nurses and 4 hours for non-Nursing employees.

30 Workload Management/Staffing Levels and Filling of Vacancies

- 30.1 The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of high quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the residents.
- 30.2 Where staff replacement is required, the Employer shall endeavour to fill the position as soon as practicable with the position advertised as soon as practicable from the time the Employer determines that replacement is required. Temporary arrangements may be used during this period including additional staffing or hours or a higher duties.
- 30.3 Where a vacancy arises in the Employer's staffing or where a change to either resident needs or numbers occurs, the Employer will consider staffing requirements based on factors including but not limited to the assessed needs of the residents.
- 30.4 Should any Employee feel that their workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with their Manager. The employer reserves the right to decide whether the workload is excessive or not.

31 Mixed Functions

- 31.1 The employer may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training
- 31.2 The employer may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 31.3 Any direction issued by the employer pursuant to sub-clauses **31.1 and/or 31.2** shall be consistent with the employer's responsibility to provide a safe and healthy working environment for employees, and the employer's duty of care to residents.

- 31.4 Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of high quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.

32 Police and NDIS Checks

- 32.1 Where an Employee is required by the Employer to satisfy the Employer of their police record, the Employee is responsible for the reasonable expenses associated with procuring the police record.
- 32.2 Upon request by the Employer, the Employee will show evidence of the police check to the Employer. The Employer will retain a record of their satisfactory viewing of the police check.

33 Mandatory Vaccinations

- 33.1 Where the employer provides employees with access to mandatory vaccinations on an annual basis at the workplace, or an alternative site nominated by the employer, the employer will pay for the cost associated with the influenza vaccine.
- 33.2 The employer may agree for an employee to make private arrangements to be vaccinated. Where the employer agrees to private arrangements, they will reimburse the employee, limited to the cost of the vaccination only upon receipt of evidence of purchase of the vaccine. Where there is no agreement for private arrangement reimbursement, the employer is not obligated to reimburse the employee.
- 33.3 The inclusion of this clause does not create a new obligation for the employer to directly provide vaccination.

34 Reasonable Additional Hours

- 34.1 An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the Fair Work Act, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.
- (a) All hours worked above an average of 38 ordinary hours per week, will be deemed to be additional hours.
 - (b) All hours worked by part-time employees beyond their guaranteed minimum number of hours will be treated as additional hours for the purpose of this subclause.
 - (c) From time to time, full time employees may be required to work a reasonable amount of additional hours.
 - (d) Part time employees may be asked, but not required, to work a reasonable number of additional hours. If required to work those hours the rates at clause
 - (e) All additional hours worked will be paid in accordance with this Agreement.

35 Voluntary Additional Hours

The Employer is committed to maximising its workforce in line with its occupancy levels. The Employer will endeavour to offer additional shifts in the first instance to part-time or casual Employees where it is practicable to do so. Where a part-time or casual Employee requests or accepts any offer to hours in addition to their rostered shift or shifts, as acceptance is not required by the Employer, this will be paid at Ordinary Time except where overtime or a penalty rate is otherwise payable.

36 Registered Nurse Cover

A Registered Nurse will be temporarily appointed to be in-charge of the facility during the off duty periods of the Clinical care Manager (PM, night and weekend shifts), and be classified as After Hours Coordinator. Higher duties allowance shall be paid at RN Level 4 pay point 1. No HDA is available for equal or higher remuneration.

37 Enrolled Nurse – In Charge Of Facility Allowance

37.1 Only in an emergency where the Employer has made every practical effort in accordance with Clause 30 but no Registered Nurse is available to be rostered for that shift, an Enrolled Nurse will be appointed by the Employer to be in charge of the Facility and will be paid the ‘EN In Charge of Facility’ allowance as set out in Schedule A.

37.2 During the shift, a Registered Nurse must be available to assist the Enrolled Nurse until a Registered Nurse is available on site.

38 Notice

38.1 Notice of Termination by the Employer

(a) In an emergency, where the Employer has made every practical effort in accordance with Clause 38 but no Registered Nurse is available to be rostered for that shift, an Enrolled Nurse Employee will be appointed by the Employer to be in charge of the Facility and will be paid the ‘EN In Charge of Facility’ allowance as set out in Schedule A.

(b) During the shift, a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

39 Termination of Employment

39.1 Notice of Termination by the Employer

(a) Subject to paragraphs below, at the time of termination the Employer must provide the following periods of notice to all Employees other than casuals:

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

- (b) A Registered Nurse with less than 3 years' service shall be entitled to no less than two weeks' notice.
- (c) An Employee over 45 years of age is entitled to one extra weeks' notice if the Employee has completed at least two years of continuous service.
- (d) Casuals are to be given notice to the end of their current shift worked with a minimum of 2 hours paid.
- (e) Payment in lieu of notice prescribed above shall be made if the appropriate notice period is not to be worked given. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employees employment had continued until the end of the required notice period, the Employer would have been liable to pay to the Employee because of the employment continuing during that period (i.e. payment for ordinary hours plus all allowances, loadings and penalties, annual leave loading and any other amount under the Employee's contract of employment).

39.2 In the case of dismissal for serious misconduct, payment is made only to the time of dismissal.

39.3 **Notice of Termination by the Employee**

- (a) An Employee must provide to the Employer the same periods of notice as listed in Clause 39.1 except that the additional notice at (c) is not required. Casual Employees shall only be required to give notice to the end of their current shift.
- (b) If the Employee fails to give notice or fails to work their allocated notice period the Employer may withhold any monies due to the Employee on termination under this Agreement an amount not exceeding the Employee's ordinary rate of pay for the notice period.
- (c) Where the Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

40 Redundancy

40.1 **Definitions**

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and that decision leads to the termination of employment of the Employee, except where this is due to the ordinary and customary turnover of labour.
- (c) **Small Employer** means an Employer who employs fewer than 15 Employees.
- (d) **Transfer** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transferred** has a corresponding meaning.

(e) **Week's pay** means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:

- overtime;
- penalty rates;
- disability allowances;
- shift allowances;
- special rates;
- fares and travelling time allowances;
- bonuses; and
- any other ancillary payments of a like nature.

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

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

40.3 **Transfer to Lower Paid Duties**

- (a) Where an Employee is transferred to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated, and the Employer may, at the Employer's option, make a payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
- (b) Employees with more than five years continuous service will be eligible for maintenance of the base wage for a further period of three months.

40.4 **Severance Pay**

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

<u>Period of continuous service</u>	<u>Severance pay</u>
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
9 years and less than 10 years	16 weeks' pay
10 years and over	12 weeks' pay

***Week's pay** is defined in Clause 40.1.

- (b) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by Clause 62 – Long Service Leave.

40.5 **Employee Leaving during Notice Period**

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice set out in Clause 39 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

40.6 **Alternative Employment**

- (a) Where an offer of acceptable alternative employment is rejected by an Employee, no severance payment is payable by the Employer, subject to an order by the Fair Work Commission.
- (b) On application by the Employer, FWC may determine that the amount of redundancy pay is reduced to a specified amount (which may be nil) that FWC considers appropriate.
- (c) The amount of redundancy pay to which the Employee is entitled under s.119 of the *Fair Work Act* is the reduced amount specified in the determination.

40.7 **Job Search Entitlement**

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

40.8 **Employees Exempted**

- (a) Clause 40 of this Agreement does not apply to:
 - (i) Employees with less than 12 months service;
 - (ii) Apprentices;
 - (iii) Trainees engaged under a training agreement;
 - (iv) Employees engaged for a specific period of time or for a specified task or tasks; or
 - (v) Casual Employees.

40.9 **Effects in Transfer of Business**

- (a) The provisions of this clause are not applicable where a business is transferred from the Employer (**the transferor**) to another Employer (**the transferee**) having been executed in compliance with *Fair Work Act* in any of the following circumstances:
- (i) Where the Employee accepts employment with the transferee which recognises the period of continuous service which the Employee had with the transferor and any prior transferor to be continuous service of the Employee with the transferee; or
 - (ii) Where the Employee rejects an offer of employment with the transferee:
 - 1. in which the terms and conditions are substantially similar and no less favourable, considered on an overall basis, than the terms and conditions applicable to the Employee at the time of ceasing employment with the transferor; and
 - 2. which recognises the period of continuous service which the Employee had with the transferor and any prior transferor to be continuous service of the Employee with the transferee.
- (b) The Fair Work Commission may vary paragraph ((ii) if it is satisfied that this provision would operate unfairly in a particular case.

40.10 **Incapacity to Pay**

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

PART D – CAREER STRUCTURE

41 Classifications

The wage rates and allowances for the classifications are set out in Appendix A. The classification definitions and appointment are set out in Appendix B. The pay point progression (if available) criteria are at Clause 10.

42 Trainees

Trainees may be engaged and their Training Agreement shall show the rates to be paid and all relevant terms of employment will conform to those in this Agreement.

43 Supported Wage

Employees who because of the effects of a disability are eligible for a supported wage under the terms of this Agreement shall be employed in accordance with the provisions set out in their Assessment with the relevant capacity percentage applied to the minimum rates in this Agreement and all relevant terms of employment will conform to those in this Agreement. Regardless of the capacity assessment, the Employee shall be paid a minimum of \$150.00 per week

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

44 Education and Professional Development

- 44.1 All full time Employees shall be entitled to 3 days paid study/examination/ conference leave per annum for the purposes of attending courses, conferences and/or undertaking or preparing for examinations in a relevant course of study relevant to their work at the facility and is conducted by a recognised institution or training organisation. Part time Employees who work not less than 4 shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.
- 44.2 Leave entitlements pursuant to this clause shall not accumulate from year to year.
- 44.3 A '**day**' for the purposes of payment under this clause refers to an employee's hours of work on an ordinary shift.
- 44.4 Full time Registered Nurses are entitled to a further 3 days of paid examination or assessment leave per year where they are undertaking tertiary studies relevant to their work and/or career progression. Full time Enrolled Nurses and Personal Care Workers are also entitled to use this additional examination leave but only when they undertake assessment in a course that leads to registration as an Enrolled Nurse or Registered Nurse. The 3 days leave pursuant to this clause shall:
- (b) Not accumulate from year to year;
 - (c) Be available to full and part time Employees who are employed to work on average for three shifts or 24 hours per week over the previous year; and,
 - (d) Be subject to the Employee having been employed by the facility or network for eighteen months immediately prior to the taking of leave.
- 44.5 Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee and can be take in a block or in single days. Paid leave may be taken on the employee's RDO or ADO and that day deferred. The Employer shall not unreasonably withhold approval for such leave and may request evidence from the employee confirming the requirement to take this leave.
- 44.6 Other ongoing professional development will be considered on a case-by-case basis by the Employer.

Internal/Mandatory Education and Training

- 44.7 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular, every Employee must attend training to meet statutory responsibilities as required.
- 44.8 Compulsory training wherever practicable will be rostered during an Employee's rostered shifts. Where this is not possible, the minimum payment entitled to the employee will be the length of the training and waiting time or one hour at the base rate of pay, whichever is the greater except that where attendance would otherwise attract overtime rates, these will be paid for the required waiting and training time.

- 44.9 Participation in assigned eLearning modules shall be paid for the recommended timing or 15 minutes per subject sub-unit (however described) whichever is the higher.

PART F – HOURS OF WORK, ROSTERS AND RELATED MATTERS

45 Hours of Work

- 45.1 For the purposes of this clause the working week shall commence at midnight on a Sunday.
- 45.2 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement, a five week period in the case of an Employee working ten hour shifts) and shall be worked either:
- (a) in a week of 5 days in shifts of not more than 8 hours each; or
 - (b) by mutual agreement in a week of 4 days in shifts of not more than 10 hours each; or
 - (c) by mutual agreement, provided that the length of any ordinary shift, shall not exceed 10 hours; or
 - (d) in 76 hours per fortnight to be worked as not more than 10 days of not more than 8 hours each; or
 - (e) in 152 hours per four week period to be worked as 19 days each of 8 hours.
- 45.3 Employees who, pursuant to Clause (e) above receive an accrued day off (ADO) may, with the consent of the Employer accumulate such ADOs up to a maximum of 5 in any one year. Accumulated ADOs must be taken in the year in which they accumulate.
- 45.4 Where more than 5 days have been accumulated, the employer may require the employee to:
- (i) take the excess ADO's within 3 months; or
 - (ii) be paid out the ADO's at ordinary pay.
- 45.5 In the case of termination of employment for whatever reason, accumulated ADOs will be paid at ordinary rates in final monies.
- 45.6 By agreement with the employer, an employee may cash out any accumulated ADO's at ordinary pay.
- 45.7 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal) with one additional break if same is required by the Employer, the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am.

45.8 **Notice of Days Off**

A roster will show scheduled ADOs and RDOs.

45.9 **Substitute ADOs or RDOs**

- (a) An individual Employee, may request to a substitute a scheduled ADO or RDO for another day provided that no less than seven days' notice is given before the rostered ADO or RDO. When taking the deferred ADO or RDO, the Employee shall also provide not less than seven days notice.
- (b) No payments or penalty payment shall be made to Employees working under this substitute ADO or RDO. However the Employer will maintain a record of the number of deferred ADOs or RDOs and will apply the Average Pay System during the weeks when an Employee elects to take those days.

45.10 **Rostered Days Off**

Employees, other than a casual Employee, will be free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28 day cycle. Where practicable, days off will be consecutive. For Employees employed in Nursing classifications duty includes time an Employee is on call.

46 Overtime

- 46.1 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement. An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the *Fair Work Act*, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.
- 46.2 Overtime must be authorised by a nominated representative of the Employer in accordance with the designated process, except in cases where the matter is urgent, and it is impracticable to obtain such authorisation.
- 46.3 For the purposes of assessing overtime, each day shall stand alone.
- 46.4 Where overtime is required to be worked, the Employee shall be paid in the following circumstances:
- (a) Where a full time Employee:
 - (i) works in excess of their ordinary rostered hours, which for non-Registered Nurse Employees, is a maximum shift of 8 hours on a day shift or 10 hours on a night shift
 - (ii) works in excess of 10 hours per shift as a Registered Nurse
 - (iii) works in excess of 152 hours per 4-weekly period, where employed on a 4-weekly basis; or,
 - (iv) works on a rostered day off.

- (b) Where a part time or casual Employee:
- (i) where work is performed beyond their rostered shift and Clause 38 does not apply
 - (ii) works in excess of 10 hours per shift; or
 - (iii) works in excess of 76 hours per fortnight.

46.5 Where additional time is required to be worked, overtime rates shall apply to part time employees for time in excess of their rostered shift for that day or roster.

46.6 Where a casual Registered or Enrolled Nurse is required to work in excess of their agreed shift or where overtime provisions would otherwise apply to non-casual staff, they will be paid the appropriate penalty on their casual rate.

46.7 Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend premiums prescribed in clauses 34 and 35.

46.8 Part-time and casual Employees. This provision does not apply where these hours worked are agreed as per clause 49 or in accordance with clause 30.

Classification of Employee	Monday to Friday	Saturday	Sunday	Public Holidays
Registered Nurse	150% for the first two hours and 200% thereafter	200%	200%	200%
Casual Registered Nurse	175% for the first two hours and 225% thereafter	225%	225%	225%
Enrolled Nurse	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Enrolled Nurse	150% for the first two hours and 200% thereafter	225%	225%	275%
Aged Care Employees and PCWs	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Aged Care Employees and PCWs	150% for the first two hours and 200% thereafter	225%	225%	275%

Notes:

1. The percentage rates above are applied to the Employee's base rate of pay. Shift allowances are not payable for continuous work.
2. Casual rates include the casual loading value.

47 Time Off In Lieu of Payment for Overtime (TOIL)

47.1 The Employer may agree to a full-time or part-time Employee taking TOIL instead of being paid for a particular amount of overtime that has been worked by the Employee on the following basis:

(a) The period of time off that an Employee is entitled to take is equivalent to the overtime payment that would have been made.

Example: An Employee who worked 2 overtime hours at the rate of time and a half is entitled to 3 hours' time off.

(b) Time off in lieu of overtime must be taken at a mutually agreed time within 4 weeks after the time it is worked.

(c) Unless otherwise agreed in writing, if the time off has not been taken within the period of four weeks, the Employer must pay the Employee for the overtime, in the next pay period at the overtime rate applicable to the overtime when worked.

47.2 For the purposes of this clause, in accruing or calculating payment for overtime, each period of overtime shall stand alone.

47.3 On the termination of the Employee's employment, any TOIL accrual will be paid in final monies at the overtime rate applicable to the overtime when worked.

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

(a) When overtime work is necessary (including recall to duty), Employees shall have at least 10 consecutive hours off duty between the work of successive days/shifts, including overtime wherever reasonably practicable.

(b) An Employee (other than a casual) who works overtime and has not had at least 10 consecutive hours off duty between the termination of ordinary work on a shift and the commencement of ordinary work on the next shift because of the overtime work will be released after completion of the overtime until they have had 10 consecutive hours off duty without loss of ordinary pay during that absence.

(c) Where the Employer instructs an Employee to resume or continue work without 10 consecutive hours off duty after overtime, the Employee will be paid at the rate of double time until released from duty for such period. The Employee will then be entitled to 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

47.5 **Recall to Duty**

(a) An Employee, whether required to be on call or not, and who is recalled to work after leaving the Employer's premises will be paid for a minimum of 3 hours work at the appropriate overtime rate.

(b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their

rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

- (c) An Employee who is recalled to work will not be obliged to work for three hours if the work for which the Employee was recalled is completed within a shorter period.
- (d) If an Employee is recalled to work, the Employee will either be provided with transport to and from their home or will be refunded the reasonable cost of such transport.

48 Saturday and Sunday Work

48.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid as below:

Classification	Midnight Friday to Midnight Saturday	Midnight Saturday to Midnight Sunday
Registered Nurse	150%	175%
Casual Registered Nurse	187.5%	218.75%
Enrolled Nurse	150%	175%
Casual Enrolled Nurse	218.75%	218.75%
Aged Care Employees and PCWs	150%	175%
Casual Aged Care Employees and PCWs	175%	200%

Notes:

1. *The percentage rates above are applied to the Employee's base rate of pay and does not include shift allowances.*
2. *Casual rates include the casual loading value.*

49 Rosters

49.1 **Publication**

- (a) A roster of at least 14 days duration setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least 14 days before it comes into operation in each work location-
- (b) Where an Employee is unable to, or becomes unable to, or prefers to not work to the roster, they should immediately advise the Employer and meet to discuss alternatives. In the absence of an agreement to an alternative, the employee shall work to the roster.
- (c) Except as in emergency situations 7 days' notice shall be given of a change in roster. A one-off penalty of 2.5% of the relevant standard rate shall be paid where the change is not an emergency Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.

(d) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.

49.2 The roster or rosters shall be drawn up so as to provide at least 10 hours between successive ordinary shifts.

49.3 This clause shall not apply to casual Employees or the Clinical Care Co-ordinator.

50 Daylight Saving

50.1 If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).

50.2 No overtime is payable for the additional hour worked because of daylight saving.

51 Shift Work

51.1 An employee whose terms of engagement states that they may be required to work to a roster for shiftwork, early or late starts or finishing time may be required to do so with appropriate notice given.

51.2 In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5 per cent of the shiftwork allowance rate as defined per the rostered period of duty.

51.3 Provided that in the case of an Employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m. they shall be paid for any such periods of duty an amount equal to 5 per cent of the relevant shiftwork allowance rate per rostered period of duty for any such period of duty.

52 Change of Shift Allowance (ENROLLED NURSES AND AGED CARE EMPLOYEES ONLY)

52.1 Where an Enrolled Nurse or Aged Care Employee changes from working on one shift to working on another rostered shift, the time of commencement of which differs by 4 hours or more from that of the first ("change of shift") they shall be paid an amount equal to 4.0% of the relevant allowance rate on the occasion of each such change.

52.2 The change of shift allowance is not payable in the following circumstances:

(a) Where the Employer agrees to a request in writing made individually or on behalf of one or more Employees for the requested changes in shifts

(b) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays.

53 Meal Breaks

53.1 An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which must be taken

before the completion of five hours work. Employees are entitled to leave the ward/unit and facility during their meal break.

- 53.2 Where an Employee is required to remain available or on duty during a meal break (including that they are advised that they are unable to leave the ward/unit or facility) or is interrupted during that meal break, the Employee will be paid at the overtime rate until such time as the meal break free from duty is taken by the Employee or the Employee's shift ends (whichever occurs first).
- 53.3 Where an Employee is regularly unable to take their meal break then a 'crib time' arrangement should operate so that the Employee is granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty.

54 Rest Intervals

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

55 Higher Duties

Any Employee engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.

PART G – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

56 Annual Leave

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

56.1 Basic Entitlement

- (a) All Registered Nurse and Enrolled Nurse Employees shall accrue a minimum of five weeks (190 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in **Clause 56.7(a)**.
- (b) Aged Care Employees shall accrue four weeks (152 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in **Clause 56.7(a)**.

- (c) Accrual shall include worked and additional hours (but not overtime), and will accumulate from year to year.
- (d) Annual Leave accruals will be displayed on each Employee's pay slip.

56.2 Additional Annual Leave Accrual for Shift Work

- (a) The NES provides a further week of annual leave for a shift worker.
- (b) For the purpose of this Agreement, a shift worker is:
 - (i) Aged Care Employees or Enrolled Nurses: an Employee who is rostered for more than 4 ordinary hours on 10 or more weekends and/or regularly outside the hours of a day worker (i.e. works PM or night shift with start and/or finish times outside the ordinary span of hours of 6.30am to 6pm).
Note: Weekend means work in ordinary time on a Saturday and/or a Sunday in any 1 calendar week.
 - (ii) Registered Nurses: an Employee required to work ordinary hours on weekdays and weekends.
- (c) The additional week of annual leave (38 hours for full-time Employees) is accrued, pro-rata for part-time Employees or for part year.

56.3 Accrued Days Off and Annual Leave

Where the system of working provides for the taking of accrued days off, the maximum number of accrued days off shall be 12 in any calendar year as no ADO accrual occurs when the employee is on Annual Leave.

56.4 Effect of Termination on Annual Leave

- (a) On cessation of employment, an Employee will be paid out any accrued but untaken annual leave. This will be paid out at the rate the leave would have been paid, had the leave been taken inclusive of leave loading and higher duties.
- (b) Nothing in this subclause affects the obligation of the Employer to give, or an Employee to take, annual leave in accordance with this Agreement.
- (c) The annual leave loading prescribed in Clause 57 shall apply to pro rata payment of leave on termination or resignation of employment.
- (d) Where annual leave has been taken in advance and the employment of the Employee ends before the advance has been recovered by further accrual the Employer shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

56.5 Taking Annual Leave

- (a) An Employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the Employee; and

- (ii) the Employer has agreed with the Employee to take annual leave during that period.
- (b) In taking leave, the Employee shall make a written application to the Employer, giving reasonable notice of the desired period of such leave.
- (c) The Employer will utilise its best endeavours to respond to an application for annual leave made by an Employee within a reasonable time. It is understood that in certain periods of peak demand such as Christmas, Easter, school holidays and long weekends, the Employer may require more notice and further time in which to approve leave requests.
- (d) Annual leave shall be taken in an amount and at a time which is approved by the Employer, subject to the operational requirements of the workplace. The Employer shall not unreasonably withhold or revoke such approval.

56.6 **Direction to Take Excess Annual Leave**

- (a) Where an Employee has accrued more than 2 years of paid annual leave (including additional leave for shiftworkers) such Employee has an excessive leave accrual (**Excess Leave**).
- (b) In the circumstances of Excess Leave, the Employer may direct the Employee to take a period of annual leave (**Direction**) by giving not less than 8 weeks and not more than 12 months' notice to the employee (**Notice**), subject to the following:
 - (i) the Employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (**leave reduction plan**);
 - (ii) The Employer will not unreasonably refuse to agree to an Employee's annual leave reduction plan which includes saving leave for an extended absence within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by both the Employer and Employee; and,
 - (iii) The Direction cannot result in the Employee being directed to reduce the accrued leave to less than 6 weeks.

56.7 **Payment for Leave**

- (a) Employees shall receive their ordinary pay during all periods of annual leave and, before going on leave, and may request to be paid in advance for the period of such leave.
- (b) **Ordinary pay** for the purposes of Annual Leave means the Employee's usual weekly hours of work, or their average hours of work over the preceding 12 months, whichever is the greater, multiplied by their hourly rate of pay, provided that:

57 Annual Leave Loading

- 57.1 In addition to their ordinary pay, Registered Nurses and Enrolled Nurses will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 190 hours/5 weeks annual leave per annum.
- 57.2 Other Employees will be paid an annual leave loading of 17.5% of their ordinary pay on a maximum of 152 hours/4 weeks annual leave per annum.
- 57.3 Shift workers, in addition to their ordinary pay, will be paid the higher of:
- (a) an annual leave loading of 17.5% of ordinary pay; or
 - (b) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period.
- 57.4 The Annual Leave loadings in this clause are not payable for days which have been added to be taken in conjunction with annual leave in accordance with the election provisions of clause 63 Public Holidays.
- 57.5 Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave

57.6 Cashing Out Annual Leave

An Employee may request to 'cash out' in writing for an amount of annual leave credited to the Employee (in lieu of the amount of annual leave) subject to the following:

- (a) No more than two weeks of accrued annual leave may be 'cashed out' in any 12 month period;
- (b) An Employee's leave accrual must never fall below 4 weeks;
- (c) Any annual leave that is 'cashed out' will be paid at the rate ordinarily paid for annual leave with annual leave loading; and,
- (d) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of 'cashed out' annual leave.

58 Personal/ Carer's Leave

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

Definitions

For the purposes of any entitlement pursuant to this Agreement the term '**Immediate Family**' means a spouse or partner (of either sex including a former spouse, de facto spouse and a former de facto spouse), children (includes step-children, adopted children and ex-nuptial children and adult children), parents (includes step-parents, foster parents and partners'

parents), grandparents, grandchildren, partners' grandparents or grandchildren or siblings of the Employee or spouse.

58.1 Access to Paid Personal Leave

- (a) Paid personal leave is available to an Employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purposes of providing care or support for an immediate family or household member who is ill or injured and requires the Employee's care or support or who requires care or support due to an unexpected emergency; or
 - (iii) When otherwise agreed to by the Employer at its complete discretion.

58.2 Amount of Paid Personal Leave

- (a) The amount of personal leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues progressively as follows:
 - (i) up to 12 days accrued as worked and an additional 2 days for Employees who are permanently rostered for night only
 - (ii) up to 14 days accrued as worked for the second, third and fourth years of service ;
 - (iii) up to 21 days accrued as worked from the fifth year of service.
- (b) The terms of this Clause shall only apply to relevant employees who were employed on the date of operation and the rates of accrual for Employees engaged or convert to permanent wages employment after the date of operation of this Agreement shall be to a maximum of 12 Days per annum.
- (c) The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year.
- (d) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked and when used on a rostered day.
- (e) Leave may be taken as a whole or part day and when taken is to be deducted from the total accrued amount.
- (f) There is no maximum amount of paid Personal Leave that an Employee may take from their accrual in any one year.
- (g) Where the one day absences referred to in Clause 58.5 are not taken for a period of 5 years, an additional 38 hours personal leave shall be added to the Employee's accrued entitlement.

58.3 Taking Personal / Carer's Leave

Paid personal leave is available to an eligible Employee, when they are absent:

- (a) due to personal illness or injury;
- (b) or for the purposes of providing care or support for an immediate family (see clause 10) or household member who is ill or injured and requires the Employee's care or support or who requires care or support due to an unexpected emergency.

58.4 Personal Leave to Attend Medical Appointment

Where an Employee is absent from duty to attend a registered health practitioner for an appointment, the Employee may use up to 5 working days in aggregate in any anniversary year.

58.5 Evidence Supporting Claim

- (a) In the event of an Employee becoming ill or injured and:
 - (i) certified as such by a registered health practitioner; or
 - (ii) on the production of a Statutory Declaration signed by the Employee;

they shall be entitled to personal leave on full pay.

- (b) Provided that any Employee may be absent through illness or injury for one day without furnishing evidence of such illness or injury as provided in paragraph (a), on not more than three occasions in any one year of service.
- (c) Where personal or carer's leave is taken on a working day or rostered shift on the day prior to or following an RDO, an ADO, Long Service Leave, annual leave or a public holiday, to be entitled to pay, the employee is to provide evidence as per subclauses (c) or (d) the absence will be unpaid.
- (d) A certificate from a registered health practitioner must be provided where the Employee was ill or injured during annual leave in order for the personal leave to be paid and the annual leave re-credited.
- (e) Where an Employee is absent on the grounds of personal or carer's leave, the Employee must give the Employer notice of such absence as soon as reasonably practicable (which may be at a time that is before or after the period of personal leave has started).

59 Unpaid Carer's Leave

59.1 Every Employee is entitled to 2 days' unpaid carer's leave for each occasion when a member of the Employee's immediate family, or a member of the Employee's household, requires care or support because of:

- (a) a personal illness, or personal injury, affecting the member; or
- (b) an unexpected emergency is affecting the member

59.2 An Employee may take unpaid carer's leave as:

- (a) a single continuous period of up to 2 days: or
 - (b) any separate periods agreed with the Employer.
- 59.3 An Employee is entitled to unpaid carer's leave for a particular occasion only if the Employee cannot take an amount of paid personal/carer's leave.
- 59.4 Part time and casual Employees may access unpaid leave for rostered days only.

60 Compassionate Leave

The provisions of this clause apply to full-time and part-time Employees but do not apply to casual Employees. The entitlements of casual Employees are set out in Clause 29.6.

- 60.1 An Employee is entitled to 2 days paid compassionate leave for each occasion (a *permissible occasion*) when a member of the Employee's immediate family or a member of the Employee's household:
- (a) dies; or
 - (b) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life.
 - (c) a child is stillborn, where the child would have been a member of the employee's immediate family, or a member of the employee's household, if the child had been born alive; or
 - (d) the employee, or the employee's spouse or de facto partner, has a miscarriage.
- 60.2 An Employee may take compassionate leave for a particular permissible occasion if the leave is taken:
- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness or sustained the personal injury; or
 - (b) after the death of the member of the Employee's immediate family or household.
- 60.3 Leave may be taken for a particular permissible occasion as a continuous two day period or in two or more separate periods and the leave may be taken at any time while an illness or injury persists.
- 60.4 Any day or part of a day of compassionate leave is not deducted from the Employee's personal leave entitlement.
- 60.5 An Employee must give the Employer notice of the taking of leave under this clause by the Employee. This notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of leave.
- 60.6 Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of the Employer, if requested.

- 60.7 In addition to this entitlement, an Employee may take unpaid compassionate leave by agreement with the Employer.

61 Parental Leave

- 61.1 Employees are entitled to unpaid parental leave in accordance with the National Employment Standards (NES). This clause identifies some of the provisions provided under the NES and includes additional provisions provided by the Employer. Where this agreement is silent, the NES prevails.
- 61.2 Employees (including casuals) with at least 12 months continuous service with the Employer, are entitled to 12 months of unpaid parental leave from their employment, if the leave is associated with:
- (a) The birth of a child of the employee or the employee's spouse or de facto partner; or,
 - (b) The placement of a child with the employee for the care of a child.
- 61.3 In accordance with the NES, to access 12 months of unpaid parental leave, the employee must be the primary care giver to the child, or will have the responsibility of being the primary care giver to the child.
- 61.4 In accordance with the NES, Employees are to provide the Employer with notice and evidence of the intention to commence parental leave. Notice must be provided, where practicable, 10 weeks prior to the intended commencement date of leave and must include:
- (a) The intended starting and finish dates of leave; and
 - (b) If requested by the Employer:
 - (i) If the leave is birth related, evidence of the date of birth of the child, or the expected date of birth of the child; or
 - (ii) If the leave is adoption related, evidence confirming the day of placement of the child or expected placement date and that at the time of placement, the child will be under the age of 16.
- 61.5 Where practicable, at least 4 weeks prior to the expected commencement leave date, an Employee is required to confirm to the Employer their anticipated leave dates.
- 61.6 Entitlements under this clause can be accessed by employees for subsequent births or adoptions, regardless of whether the employee has returned to work following the previous birth or adoption.

Paid Parental and Adoption Leave

- 61.7 In addition to unpaid parental leave available to eligible employees under the Fair Work Act 2009 or and this Agreement, full-time and part time employees (with at least 12 months' continuous service with the Employer) may claim paid parental leave as a 'top-up' on any Commonwealth funded schemes only for the period of entitlement from the Employer at their base rate of pay for ordinary hours for the following periods:

- (a) Primary Care Giver Leave – 4 weeks; or
- (b) Partner Leave (non-primary care giver) – 2 weeks.

- 61.8 Employer funded parental leave payments will be paid from the date that an eligible employee commences parental leave.
- 61.9 The number of hours per week that a Part-Time employee shall be paid will be equal to the average ordinary hours (including all additional ordinary hours) worked by an employee over the past 12 weeks or their rostered hours – whichever is greater.
- 61.10 Parental leave available under this Agreement, unless otherwise agreed, is summarised in the following table:

Type of Leave	Paid 'Top up' Leave	Unpaid Leave	Total combined paid and unpaid leave
Parental Leave – Primary Care Giver	4 weeks	48 weeks	52 weeks
Parental Leave – Non-primary Care Giver	2 weeks	50 weeks	52 weeks
Adoption Leave – Primary Care Giver	4 weeks	48 weeks	52 weeks
Adoption Leave – Non-primary Care Giver	2 weeks	50 weeks	52 weeks

- 61.11 Where both parents are direct Employees of the Employer, they may take a concurrent period of absence and payment under subclause 61.7.
- 61.12 Ordinary hours will be calculated based on the average ordinary hours worked by the employee in the twelve (12) month period immediately preceding the commencement of parental leave.
- 61.13 The Employer will make superannuation contributions (in accordance with this Agreement and legislation) on employer funded paid primary care giver leave and non-primary care giver leave.
- 61.14 Eligible employees may also seek primary care giver payments under this clause in the following circumstances:
- (a) Where an employee has accessed primary care giver leave in connection with the birth or placement of another child and is yet to return to work; or
 - (b) In the event of still birth after 20 weeks or neo-natal death.

Pre-natal appointments or parenting classes

- 61.15 If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shifts of an Employee, then on production of satisfactory evidence of

such appointment or class, the Employee may access their accrued personal leave. Wherever practicable to do so, the Employee shall give the Employer at least 2 weeks' notice of the intention to take such leave.

Communication During the Leave

- 61.16 Where the Employer makes a decision that will have a significant effect on the status, pay or location of the Employee's pre-leave position or the Employer proposes a change that will have a significant effect on the Employee. The Employer shall take reasonable steps to:
- (a) provide information on how the change may affect the Employee; and,
 - (b) provide an opportunity for the Employee to discuss how the change may affect them and to explore alternate strategies.
- 61.17 The Employee shall 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.
- 61.18 The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with its obligations.

62 Long Service Leave

- 62.1 An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer, in accordance with the provisions of this clause.
- 62.2 The amount of such entitlement shall be on the completion by the Employee of fifteen years continuous service six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service
- 62.3 In addition, in the case of an Employee who has completed more than fifteen years' service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of their service since the last accrual of entitlement to long service leave.
- 62.4 In the case of an Employee who has completed at least ten years' service, but less than fifteen years' service and whose employment terminates for any cause other than serious misconduct, such amount of long service leave as equals one thirtieth of the period of service.
- 62.5 In the case of an Employee who has completed at least ten years' service but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement shall not be unreasonably withheld.

62.6 The Employee entitlement is:

PERIOD OF SERVICE	LONG SERVICE LEAVE APPLICABLE
10 years' service	17.33 weeks' leave per year of service
15 years' service	26 weeks' leave
Every additional 5 years' service thereafter	An additional 8 weeks' leave

62.7 **Continuity of Service**

- (a) For the purposes of this clause, s.22 of the *Fair Work Act 2009 (Cth)* defines 'service' and 'continuous service' and shall apply in this Agreement. The following periods do not count as service:
- (i) any period of unauthorised absence; and,
 - (ii) any period of unpaid leave or unpaid authorised absence, other than:
 - (iii) a period of absence under the FW Act Division 8 of Part 2-2 (which deals with community service leave)
 - (iv) a period of stand down under FW Act Part 3-5, under this enterprise agreement or under the Employee's contract of employment; or,
 - (v) a period of leave or absence of a kind prescribed by the FW Act Regulations.
- (b) An excluded period does not break an employee's continuous service but does not count towards the length of the employee's continuous service.

62.8 **Transfer of Employment**

- (a) Where a business is transferred from one Employer (the transferor) to another Employer (the transferee) and the agreement to transfer the business accepts service and accruals, an Employee who continues in the service of the transferee shall be entitled to count their service with the transferor as service with the transferee.
- (b) The mechanism and entitlements (including continuity of service) during or following a Transfer of Business in any form are fully covered within the *Fair Work Act 2009*.

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

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

62.10 **Payment for Period of Leave**

Payment to an Employee in respect of long service leave shall be made in one of the following ways:

- (a) at the same time as payment would have been made if the Employee had remained on duty;
- (b) in any other way agreed between the Employer and the Employee; or,
- (c) they may take any long service leave to which they are entitled be entitled to pay in respect of such leave as at the date of termination of employment.

62.11 **Taking of Leave**

- (a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such date as is mutually agreed.
- (b) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken.
- (c) If the Employer and an Employee so agree:
 - (i) the first six months long service leave to which an Employee becomes entitled under this part may be taken in two or three separate periods; and
 - (ii) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods;
 - (iii) but save as aforesaid long service leave shall be taken in one period.

62.12 **LSL Definitions**

- (a) For the purpose of this clause the following definitions apply:
 - (i) **Pay** means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix A, at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of death, and shall include the amount of any increase to the Employee's ordinary time rate of pay which occurred during the period of leave.
 - (ii) **Month** shall mean a calendar month.
 - (iii) **Transfer** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding interpretation.
 - (iv)

62.13 **Other Matters**

The parties agree that an Employee, by mutual agreement with the Employer, may request to take double the period of their accrued long service leave at half pay.

63 PUBLIC HOLIDAYS

63.1 Clause Public holidays are provided for in the NES in conjunction with declared State-based Public Holidays. This clause contains additional provisions.

63.2 The Employer may request an Employee to work on a particular public holiday. An Employee who, without the consent of the Employer or without reasonable cause, such as personal/carers leave, is absent from work on a public holiday after agreeing to work on a public holiday, is not entitled to any payment for such public holiday.

63.3 The Employee may refuse the request (and take the day off) if the Employee has reasonable grounds for doing so. This Agreement expressly contemplates that the Employer will require work on public holidays, or particular public holidays, and the parties acknowledge that the nature of the work performed by the Employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of the Employer's workplace (including its operational requirements) will require work on public holidays, or particular public holidays.

63.4 Public holidays shall be allowed to Employees without loss of ordinary pay.

63.5 For the purposes of this agreement, the following shall be deemed to be public holidays:

- (a) New Year's Day; Australia Day; Good Friday; The day after Good Friday; Easter Sunday; Easter Monday; Anzac Day; the King's Birthday; Labour Day; Christmas Day; Boxing Day, Melbourne Cup Day;
- (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is otherwise excluded from counting as a public holiday; or,
- (c) A Local Public Holidays which is another day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed within a region of the State or Territory, 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.

63.6 **Voluntary Substitution.**

The Employer and an Employee may agree to substitute any day prescribed in this clause for another day.

63.7 Payment for Work on a Public Holiday:

	Monday to Friday Public Holiday	Saturday Public Holiday	Sunday Public Holiday
Registered Nurses	200%	250%	250%
Casual Registered Nurses	225%	275%	275%
Enrolled Nurses	250%	250%	250%
Casual Enrolled Nurses	200%	200%	200%
Aged Care Employees and PCWs	260%	260%	260%
Casual Aged Care Employees and PCWs	285%	285%	285%

Notes:

1. *The percentage rates above are applied to the Employees base rate of pay and DOES NOT include shift allowances.*
2. *Casual rates include the casual loading value.*

63.8 The payments under this clause are inclusive of the rates referred to in clause 48 (Saturday and Sunday Work) and the rates above are in substitution of and not cumulative upon the rates at by clause 48.

63.9 Those Employees, who work on the actual public holiday will be paid penalty rates on that day in accordance with this Clause.

63.10 Work performed on a declared substitute public holiday will be paid at ordinary rates. For example where a shift worker works on 25 December (a Saturday) and the declared substitute Christmas Day is on Monday 27 December they will only be paid public holiday penalties for working on 25 December.

63.11 A full time Enrolled Nurse or Aged Care Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday penalty rates only when they work on the declared substitute public holiday.

63.12 Where an Employee's accrued day off falls on a public holiday, another day, determined by the Employer, where practical, will be taken instead within the same 4 week work cycle.

63.13 Accrued Days Off on Public Holidays

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

63.14 Public Holidays occurring on RDOs

- (a) Registered Nurses shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday and Friday Employees.

- (b) If such a day falls on an Enrolled Nurse or Aged Care Employee's RDO they shall be entitled to one and a half times the payment for the ordinary day; or where there is mutual consent, within 4 weeks following the date on which such holiday occurred the Employee may take a day and half off in lieu or have a day and a half added to annual leave.

63.15 Public Holidays occurring during Annual Leave or Personal Leave

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

63.16 Part-time Employees

A part-time Employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless they are required to work on the public holiday or the Employee has worked on the day of the week the particular public holiday falls on 50% or more over the last six months (or 50% or more of the time since employment commenced if that is less than six months).

64 Community Services Leave

64.3 Blood Donors Leave.

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

64.4 Emergency Service Leave

- (a) At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organization such as the, Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from normal duty without loss of pay (up to a maximum of three shifts per year) to assist in regard to a critical incident where a local, state or national emergency situation arises that requires the attendance of the Employee.
- (b) The Employer may require the Employee to provide evidence that they are required to attend the emergency.

64.5 Jury Service

- (a) An Employee who is required to appear as a result of a summons for jury duty or to appear and serve as a juror in any court shall be entitled to be paid for the Employee's ordinary hours of work (including any shift loadings and regular

allowances) for the period during which attendance at court is required (whether or not they ultimately serve as a juror).

- (b) The Employer may require the Employee as soon as practicable to provide proof of their requirement to attend jury duty to their manager. In such case the Employee shall provide a copy of the summons to attend jury duty and a record of any payments received from the courts as proof of attendance.
- (c) The Employee shall be required to reimburse to the Employer any monies payable to the Employee from the courts for such attendance (excluding expenses) which required the Employee's absence from work.
- (d) This clause excludes casual Employees.

65 Family and Domestic Violence Leave

- 65.1 An Employee is entitled to 10 days paid leave per annum (non-cumulative) to deal with matters relating to family and domestic violence as defined by this clause. Payment for any leave is the full rate of pay for the hours they would have worked had they not taken the leave. Part time and casual Employees may request these days on their usual rostered days only.
- 65.2 This entitlement displaces the NES provisions.
- 65.3 This leave may be taken as consecutive or single days or as a fraction of a day.
- 65.4 Family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful or the conduct of a current or former intimate partner of an Employee, or a member of an Employee's household.
- 65.5 For the purposes of this clause, a family member is defined as a spouse, former spouse, de-facto partner, former de-facto partner, child, parent, grandparent, grandchild or sibling of the Employee. A child, parent, grandparent, grandchild or sibling of a spouse, former spouse, de-facto partner or former de-facto partner of the Employee. A person related to the employee according to first Nations' peoples kinship rules
- 65.6 The reasons for which an Employee may access leave under this clause may include (but not limited to) making arrangements for their safety or the safety of a family member (including relocation), attending urgent court hearings, or accessing police services.
- 65.7 An Employee who supports a person experiencing family and domestic violence may use their existing carer's leave and if exhausted, annual leave and if exhausted, unpaid leave to accompany the person on activities related to the family and domestic violence or to provide care for the dependents.
- 65.8 The Employee may be required to provide evidence to satisfy the requirement of accessing leave under this clause. The evidence provided by the Employee must be that of what would satisfy a reasonable person that the leave being taken is for the purpose specified in this clause.

- 65.9 All personal information concerning family violence will be kept confidential, in line with the Employer's privacy policy and relevant legislation.
- 65.10 Nothing under this clause precludes the Employer to agreeing to additional discretionary leave being provided to the Employee.

66 Ceremonial Leave

An Employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for ceremonial purposes will be entitled to up to 10 working days' unpaid leave in any one year, with the approval of the Employer.

PART H – DISPUTE SETTLEMENT, CONSULTATION AND ANCILLARY MATTERS

67 Dispute Settlement

- 67.1 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.
- 67.2 The parties to the dispute must first try to resolve the dispute at the workplace through discussion between the employee or employees concerned and the relevant supervisor.
- 67.3 If the dispute is not resolved through discussion as mentioned above, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the employee or employees concerned and more senior levels of management, as appropriate.
- 67.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this clause, a party to the dispute may refer it to the Fair Work Commission.
- 67.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and consent arbitration. If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 67.6 An employee who is a party to the dispute may appoint a person, organisation or association to support and/or represent them in any discussion or process under clause 67.
- 67.7 While procedures are being followed under clause 67 in relation to a dispute:
- (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.
- 67.8 Clause 67.7 above is subject to any applicable Workplace Health and Safety legislation.

68 Consultation About Major Workplace Change

- 68.1 If an employer makes a definite decision to make major changes in production, program, organisation, structure or technology that are likely to have significant effects on employees, the employer must:
- (b) give notice of the changes to all employees who may be affected by them and their representatives (if any); and
 - (c) discuss with affected employees and their representatives (if any):
 - (i) the introduction of the changes; and
 - (ii) their likely effect on employees; and
 - (iii) measures to avoid or reduce the adverse effects of the changes on employees; and
 - (iv) commence discussions as soon as practicable after a definite decision has been made.
- 68.2 For the purposes of the discussion under clause 68.1(c), the employer must give in writing to the affected employees and their representatives (if any) all relevant information about the changes including:
- (b) their nature; and
 - (c) their expected effect on employees; and
 - (d) any other matters likely to affect employees.
- 68.3 Clause 68.2 does not require an employer to disclose any confidential information if its disclosure would be contrary to the employer's interests.
- 68.4 The employer must promptly consider any matters raised by the employees or their representatives about the changes in the course of the discussion under clause **68.1(c)**.
- 68.5 In clause 68, significant effects, on employees, includes any of the following:
- (a) termination of employment; or
 - (b) major changes in the composition, operation or size of the employer's workforce or in the skills required; or
 - (c) loss of, or reduction in, job or promotion opportunities; or
 - (d) loss of, or reduction in, job tenure; or
 - (e) alteration of hours of work; or
 - (f) the need for employees to be retrained or transferred to other work or locations; or,
 - (g) job restructuring.

69 Consultation About Changes To Rosters Or Hours Of Work

- 69.3 This clause applies if an employer proposes to change the regular roster or ordinary hours of work of an employee, other than an employee whose working hours are irregular, sporadic or unpredictable.
- 69.4 The employer must consult with any employees affected by the proposed change and their representatives (if any).
- 69.5 For the purpose of the consultation, the employer must:
- (a) provide to the employees and representatives mentioned in clause 69.4 above information about the proposed change (for example, information about the nature of the change and when it is to begin); and
 - (b) invite the employees to give their views about the impact of the proposed change on them (including any impact on their family or caring responsibilities) and also invite their representative (if any) to give their views about that impact.
- 69.6 The employer must consider any views given under clause (a) above.
- 69.7 This clause is to be read in conjunction with any other provisions of this Agreement concerning the scheduling of work or the giving of notice.

70 Disciplinary and Managing Underperformance Procedures

Investigative procedure

- 70.1 When a question is raised about the Employees underperformance, conduct or behaviour the Employer will conduct a fair investigation having proper regard to procedural fairness and the factors set out below.
- 70.2 Important procedural factors at this point in time include:
- (a) The reason for any interview is explained.
 - (b) A reasonable opportunity is to be provided for a representative or support person of the Employee's choice to attend any interviews or meetings conducted by the Employer with the Employee provided that this shall not unduly delay processes. Other than the Employee, attendance may be in person, by videoconference or by telephone.
 - (c) Prior to a response being sought from the Employee to the matters raised, the Employee will be provided in writing relevant details of the Employer's concerns and specific allegations, as well as possible outcomes if the allegations are proven or the underperformance continues.
 - (d) The Employee will be given opportunity to respond to the concerns or allegations. This may be given in writing and any responses given shall be taken into account before a decision is reached.
 - (e) The Employee may decline to answer any questions relating to the investigation. In which case, the Employer may reach a decision on the information and evidence to hand.

- (f) If the Employee raises an issue in their response to concerns or allegations, that warrants further investigation, the Employer shall take reasonable steps to investigate the other matters either concurrently or at a later time if the issue is not relevant to the outcome of the performance/ underperformance concerns.
- (g) The employer may suspend an employee with pay (including allowances, loadings and penalty rates) for a period as is reasonably necessary to conduct the investigation or to deliver the outcome of the investigation.
- (h) When the investigation has been completed, the Employer will advise the Employee of the Employer's decision in regard to the investigation in writing, with reasons provided for the outcome. Where the outcome is delivered in a meeting, the employee may invite a support person or representative to be present.

Outcome of Investigation

- 70.3 After considering all the information reasonably available on the matter, and if the employer determines that misconduct/behaviour or underperformance issues have occurred, the Employer may, having regard to the degree of misconduct or underperformance :
- (a) Take no further action;
 - (b) Counsel the employee and identify and provide appropriate training;
 - (c) Issue a verbal warning;
 - (d) Issue a formal written warning; or,
 - (e) Issue a 'first and final' formal written warning for a significant breach not warranting dismissal.
- 70.4 In regard to misconduct only, the Employer may decide to:
- (a) Terminate the Employee's employment with notice where the conduct warrants this outcome or results from a breach of a 'first and final' warning; or,
 - (b) Terminate the Employee's employment without notice where the conduct is determined to be serious misconduct within the meaning of the Fair Work Act
- 70.5 In regard to continued underperformance only, the Employer may dismiss the employee with notice where the underperformance has continued and a reasonable period to improve have been given, and the employee having had the opportunity to improve their performance and has failed to meet expectations.

71 Notice Board

The Employer shall make available a Notice Board in the staff room, lunchroom or other mutually agreeable location accessible to Employees, for the purpose of local Employee union delegates posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings.

72 Accident Pay

Accident pay shall be in accordance with the Workplace Injury Rehabilitation and Compensation Act 2013 except that the Employer shall provide 'make-up' pay on and from week 3 until the end of week 39. The entitlement is at the Employee's base rate only and for the assessed worked hours and will cease on termination of employment or the cessation of compensation. Partial incapacity payments shall be paid as a percentage of the assessed incapacity.

73 Independent Medical Examination Procedures

- 73.1 Where, on reasonable grounds, it is considered that a genuine safety issue related to the Employees' ability to meet the inherent requirements of the job has been raised, the manager and the Employee and their support person will discuss these concerns. If not resolved, the Employee may be:
- (a) Asked to provide a report from their General Practitioner or other relevant health practitioner; or,
 - (b) In the absence of genuine agreement, be directed to attend a medical review by a medical practitioner nominated by the Employer for a medical examination and subsequent report. Such costs shall be paid for by the Employer.
- 73.2 On the request of the Employee, any such report will be forwarded to the Employee's General Practitioner to assist in their patient's treatment plan.
- 73.3 Unless there is an evident risk to the person or to others, work will continue as usual or the Employee be placed on Personal Leave until the matter is resolved. To be clear, such a review does not displace any requirements in regard to any claim for Workers' Compensation.

74 Mandatory Vaccinations

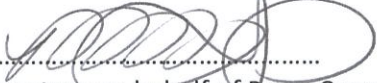
- 74.1 Where the Employer provides Employees with access to mandatory vaccinations on an annual basis at the workplace or an alternative site nominated by the Employer, the Employer will pay for the cost associated with the vaccine.
- 74.2 The Employer may agree for an Employee to make private arrangements to be vaccinated. Where the Employer agrees to private arrangements, they will reimburse the Employee, limited to the cost of the vaccination only upon receipt of evidence of the purchase of the vaccine. Where there is no agreement for private arrangement reimbursement, the Employer is not obligated to reimburse the Employee.
- 74.3 The inclusion of this clause does not create a new obligation for the Employer to directly provide vaccination.

EXECUTION:

SIGNING CLAUSE

DATED this 16 day of October 2024

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


.....
Signature on behalf of Prom Country Aged Care


Paula Gibb
.....
Print Name

.....
Chief Executive Officer

Position
9 O'Connell Rd, Foster VIC 3960

Witnessed by:

DATED this 16 day of October 2024


.....
Signature

Emily East
.....
Print Name


.....
Executive Assistant

Position
9 O'Connell Rd, Foster VIC 3960

SIGNING CLAUSE

DATED this 16 day of October 2024

I declare that I am an Employee of Prom Country Aged Care and that my employment will be covered by the terms of the *Prom Country Aged Care Enterprise Agreement 2023*.


.....
Signature

Carolyn Little
.....
Print Name

.....
Human Resources Manager

Position
9 O'Connell Rd, Foster VIC 3960

Witnessed by:

DATED this 16 day of October 2024


.....
Signature

Emily East
.....
Print Name

.....
Executive Assistant

Position
9 O'Connell Rd, Foster VIC 3960

APPENDIX A – PAY RATES AND ALLOWANCES

CLASSIFICATION	NEW EA 2023 Title	From FFPPOA 1 JAN 2024 BACKPAID	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
Registered Nurse Level 1		3.75%	2.75%	2.75%	2.75%
(Grad Year) Allowance rate for shift allowances only	Shift Allowance only	\$1,351.90	\$1,338.86	\$1,375.68	\$1,413.52
Registered Nurse Level 2					
Year 1 (Base Rate) and other allowances only	RN Level 1 PP1 and rate for other allowances	\$40.20	\$41.31	\$42.44	\$43.61
Year 2	RN Level 1 PP2	\$45.06	\$46.30	\$47.58	\$48.89
Year 3	RN Level 1 PP3	\$47.34	\$48.64	\$49.98	\$51.35
Registered Nurse Level 3B					
Year 2	RN Level 2	\$52.26	\$53.70	\$55.17	\$56.69
Registered Nurse Level 4A					
Year 1	RN Level 3 PP1	\$53.69	\$55.16	\$56.68	\$58.24
Year 2	RN Level 3 PP2	\$55.06	\$56.58	\$58.13	\$59.73
Registered Nurse Level 4B					
Year 1	RN Level 3 PP3	\$56.30	\$57.85	\$59.44	\$61.07
Year 2	RN Level 3 PP4	\$57.66	\$59.24	\$60.87	\$62.55
Registered Nurse Level 5					
51 - 200 Beds and	RN Level 4 Grade 2 - After hours RN HDA rate	\$59.16	\$60.78	\$62.46	\$64.17

ENROLLED NURSES	NEW EA 2023 Title	From FFPPOA 1 JAN 2024 BACKPAID	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
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1. Nauseous Allowance is already included in the hourly rate and is not separately payable under this Agreement.

Enrolled Nurse Level 1

		3.75%	2.75%	2.75%	2.75%
	EN Allowance Rate	\$1,271.19	\$1306.14	\$1342.06	\$1378.97
Pay Point 1 (Allowance rate)	EN Level 1 PP1	\$33.45	\$34.37	\$35.32	\$36.29
Pay Point 2 (entry point Cert IV with meds until 1 July 2020)	EN Level 1 PP2	\$34.07	\$35.00	\$35.96	\$36.95
Pay Point 4	EN Level 1 PP3	\$35.29	\$36.26	\$37.26	\$38.28
Pay Point 7	EN Level 1 PP4	\$36.94	\$37.95	\$39.00	\$40.07

Enrolled Nurse Level 2

Pay Point 5	EN Level 2 PP1	\$37.66	\$38.70	\$39.76	\$40.85
Pay Point 6	EN Level 2 PP2	\$38.25	\$39.30	\$40.38	\$41.49
Pay Point 7	EN Level 2 PP3	\$38.79	\$39.86	\$40.96	\$42.08

DIRECT CARE AGED CARE EMPLOYEES

Personal Carer Workers

PCW Shift Allowance Rate	\$1,150.00	\$1,181.63	\$1,214.12	\$1,247.51
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PCW Entry level <500 hours experience	PCW 1	\$29.68	\$30.49	\$31.33	\$32.19
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PCW Level 1 WSG3

1st year of exp.	PCW 2	\$30.85	\$31.69	\$32.57	\$33.46
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PCW Level 2 WSG6 Cert 3

6th year of exp.	PCW 3 Cert 3	\$32.41	\$33.30	\$34.22	\$35.16
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PCW Level 3 WSG 8 Cert 4

6th year of exp.	PCW 4	\$33.51	\$34.43	\$35.38	\$36.35
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LEISURE & LIFESTYLE	NEW EA 2023 Title	From FFPPOA 1 JAN 2024 BACKPAID	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
Leisure & Lifestyle Level 1 unqualified		3.75%	2.75%	2.75%	2.75%
6th year of exp.	L& L Level 1 unqualified	\$30.85	\$31.69	\$32.57	\$33.46

Leisure & Lifestyle Level 2 Cert 3

6th year of exp.	L&L Level 2 Qualified	\$32.41	\$33.30	\$34.22	\$35.16
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Cooking Services - highest pay point

Senior cook (trade) if most senior cook	Aged Care Direct Care level 4	\$32.41	\$33.30	\$34.22	\$35.16
Chef if most senior cook	Aged Care Direct Care level 5	\$33.51	\$34.43	\$35.38	\$36.35
Senior Chef if most senior cook	Aged Care Direct Care level 6	\$35.32	\$36.29	\$37.29	\$38.31
Head chef - Food Services Supervisor	Aged Care Direct Care level 7	\$36.06	\$37.05	\$38.07	\$39.11

NON-DECT AGED CARE EMPLOYEES	NEW EA 2023 Title	From FFPPOA 1 JAN 2024 BACKPAID	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
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Wage Skill Group 1

1st year of exp.	Aged Care Level 1	\$25.80	\$26.51	\$27.24	\$27.99
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Wage Skill Group 2

6th year of exp.	Aged Care Level 2	\$26.82	\$27.56	\$28.32	\$29.10
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Wage Skill Group 4

6th year of exp.	Aged Care Level 3	\$27.86	\$28.62	\$29.41	\$30.22
	Aged Care Allowance Rate	\$983.40	\$1,087.67	\$1,117.58	\$1,148.32

Wage Skill Group 5

Wage Skill Group 7

2nd year of exp.	Aged Care Level 4	\$28.18	\$28.96	\$29.76	\$30.57
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Wage Skill Group 8

6th year of exp.	Aged Care Level 5	\$28.43	\$29.22	\$30.02	\$30.84
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Wage Skill Group 9

6th year of exp.	Aged Care Level 6	\$30.71	\$31.55	\$32.42	\$33.31
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Wage Skill Group 10

1st year of exp.	Aged Care Level 7 PP1	\$31.26	\$32.12	\$33.00	\$33.91
6th year of exp.	Aged Care Level 7 PP2	\$31.78	\$32.66	\$33.55	\$34.48

ALLOWANCES

REGISTERED NURSES	FFPPOA 1 Jan 2024	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
AM/PM Shift 2.5%	\$33.80	\$34.73	\$35.68	\$36.66
Night Shift 5%	\$67.59	\$69.45	\$71.36	\$73.33
On Call 5%	\$67.59	\$69.45	\$71.36	\$73.33

RN Qualifications Allowances

Hospital/Grad Certificate 4%	\$61.11	\$62.79	\$64.52	\$66.29
Post Grad Dip/Degree 6.5%	\$99.30	\$102.03	\$104.84	\$107.72
Masters Degree 7.5%	\$114.58	\$117.73	\$120.97	\$124.29

Uniform, lesser of:

Per day	\$1.44	\$1.48	\$1.52	\$1.56
Per week	\$7.31	\$7.51	\$7.72	\$7.93

Laundry, lesser of:

Per day	\$0.38	\$0.39	\$0.40	\$0.41
Per week	\$1.87	\$1.92	\$1.97	\$2.03

ENROLLED NURSES	FFPPOA 1 Jan 2024	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
AM/PM Shift 2.5%	\$31.78	\$32.65	\$33.55	\$34.47
Night Shift 5%	\$63.56	\$65.31	\$67.10	\$68.95
Change of Shift 4%	\$50.85	\$52.25	\$53.68	\$55.16
On Call 5%	\$63.56	\$65.31	\$67.10	\$68.95
In Charge of Facility	\$41.66	\$42.81	\$43.98	\$45.19

Enrolled Nurse Leader Allowance

10% of the individual Employees base rate

10% of the individual Employees base rate. Leader Allowance is not paid if the Employee's role requires leadership.

Uniform, lesser of:

Per day	\$1.56	\$1.60	\$1.65	\$1.69
Per week	\$7.01	\$7.20	\$7.40	\$7.60

Laundry, lesser of:

Per day	\$0.37	\$0.38	\$0.39	\$0.40
Per week	\$1.90	\$1.95	\$2.01	\$2.06

COMMON ALLOWANCES

Vehicle Per kilometre:

35 PMU and over	\$1.18	\$1.21	\$1.25	\$1.28
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Overtime Meals

After usual finishing beyond 1 hour, Mon-Fri	\$16.20	\$16.20	\$16.65	\$17.10
After usual finishing beyond 4 hours, Mon-Fri	\$14.60	\$14.60	\$15.00	\$15.41
Overtime beyond 5 hours, Sat-Sun	\$16.20	\$16.20	\$16.65	\$17.10
Overtime beyond 9 hours, Sat-Sun	\$14.60	\$14.60	\$15.00	\$15.41

AGED CARE EMPLOYEES (Per Shift)	FFPPOA 1 Jan 2024	From FFPPOA 1 July 2024	From FFPPOA 1 July 2025	From FFPPOA 1 July 2026
AM/PM shift 2.5%	\$26.46	\$27.19	\$27.94	\$28.71
Night Shift 5%	\$52.93	\$54.38	\$55.88	\$57.42
Change of Shift 4%	\$42.34	\$43.51	\$44.70	\$45.93
On Call Allowance (5%)	\$52.93	\$54.38	\$55.88	\$57.42

PCWs

AM/PM shift 2.5%	\$28.75	\$29.54	\$30.35	\$31.19
Night Shift 5%	\$57.50	\$59.08	\$60.71	\$62.38
Change of Shift 4%	\$46.00	\$47.27	\$48.56	\$49.90
On Call Allowance (5%)	\$57.50	\$59.08	\$60.71	\$62.38

Tools (Chefs & Cooks)

\$ per week	\$15.57	\$16.00	\$16.64	\$16.89
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Leader Allowance

10% of the individual Employees WSG base rate

10% of the individual Employees base rate. Leader Allowance is not paid if the Employee's role requires leadership.

OTHER AGED CARE EMPLOYEE ALLOWANCES (per occasion)

Uniform, lesser of:

Per day	\$1.73	\$1.78	\$1.83	\$1.88
Per week	\$8.83	\$9.07	\$9.32	\$9.58

Laundry, lesser of:

Per day	\$0.43	\$0.44	\$0.45	\$0.47
Per week	\$2.10	\$2.16	\$2.22	\$2.28

APPENDIX B – CLASSIFICATION DEFINITIONS

Higher Levels are expected to perform work at a lower level as required from time to time.

Progression to a higher classification Level is based on the Employer's requirement and the Employee's qualifications, experience, demonstrated skills and merit.

REGISTERED NURSES

RN Level 1

An Employee at this level performs their duties:

- according to their level of competence; and,
- under the general guidance of, or with general access to a more competent registered nurse (RN) who provides work related support and direction
- Performs general nursing duties registration as a Nurse with the Australian Health Practitioner Regulation Agency ("AHPRA") including an ability to:
 - deliver direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinate services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - provide education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - provide support, direction and education to newer or less experienced staff, including EN's and PCWs.

Registered Nurse – In charge of Facility

A Registered Nurse will be appointed to be in-charge of the facility when a more senior Registered Nurse is not available. This is generally (PM, night, weekend or public holiday shifts). When assuming this role, they will be paid at RN Level 4 pay point 1. Where more than a single Registered Nurse is engaged during the shift, only 1 Registered Nurse will be appointed and paid as being 'In charge'. '**In charge**' means assuming responsibility for the care of all Residents and the provision of services throughout the facility.

RN Level 2

An Employee at this level:

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

An Employee at this level may also be known as a Registered Nurse – Champion. Providing additional support in a particular practice setting.

In addition to the duties of an Registered Nurse Level 1, an Employee at this level is required, to perform duties delegated by a Clinical nurse consultant or any higher level classification.

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

- delivering direct and comprehensive nursing care and individual case management to a

- specific group of patients or clients in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN Level 1, Enrolled Nurses, student nurses and student EN's;
- being responsible for planning and coordinating services relating to a particular group of clients or patients in the practice setting, as delegated by the Clinical Nurse Consultant;
- acting as a role model in the provision of holistic care to patients or clients in the practice setting; and
- assisting in the management of action research projects, and participating in quality assurance programs and policy development within the practice setting.

A Registered Nurse Level 2 may be appointed as being 'In Charge' as per clause 40.

RN Level 3

An Employee at this level:

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

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

In addition to the duties of an RN Level 2, an Employee at this level will perform the following duties in accordance with practice settings and patient or client groups.

Duties will substantially include, but are not confined to:

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

RN Level 4

Clinical Care Coordinator means a registered nurse appointed to assist in the management of the Facility and take a shared responsibility for the clinical care of residents when the Employer deems that assistance is required.

A Registered Nurse whose level of experience is assessed as being at a level where the Nurse may perform the role of the **Clinical Care Coordinator** outside the Span of Ordinary Hours, shall be appointed to this Level where such experience is necessary for the proper operations of the Facility. Such an Employee will be rostered to be 'in charge' with no additional payment.

The Clinical Care Coordinator may also be the most senior Registered Nurse.

In addition to the duties of an RN Level 3, an Employee at this level will perform the following duties:

- Being accountable for the standards of nursing care;
- Participating as a member of the executive of the Facility;
- Providing leadership, direction and management in the Facility in accordance with policies, philosophies, objectives and goals established through consultation with staff and in accordance with the directions of the Board of Directors;
- Providing leadership and role modelling, in collaboration with others, particularly in the areas of staff selection, promotion of participative decision making and decentralisation of nursing management and generally advocating for the interests within the Facility;
- Ensuring that nursing services meet the changing needs of clients or patients through proper strategic planning; and
- Complying, and ensuring the compliance of others, with the code of ethics and legal requirements of the nursing profession.

ENROLLED NURSES

Enrolled Nurse (EN) means a nurse enrolled with the Board and is authorised to administer medications. An Enrolled Nurse may be required to lead and/or supervise the work of others. Enrolled Nurses shall be employed as follows:

- (a) Enrolled Nurse Level 1. Nauseous Allowance is included in the relevant pay rate and is not separately payable.
- (b) Enrolled Nurse Level 2 will apply to Enrolled Nurses who hold a qualification which permits the administration of medication. Nauseous Allowance is included in the relevant pay rate and is not separately payable.

PERSONAL CARERS (PC)

All Personal Carers are encouraged to formally upskill during their employment to at least Certificate Level III in Aged care or similar.

Personal Carer means a person employed in a Residential Aged Care Facility to provide personal care to those residents and support and encourage Resident's in maintaining a healthy and active lifestyle designed to meet their individual wellbeing levels.

Movement to a higher pay point is by appointment only.

Personal Carer Level 1 (unqualified) Direct Care Employee - Level 3

Such an Employee would not need to possess any accredited training.

An Employee at this Level:

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

Training or supervision in the following is also a requirement:

- basic personal care of residents including bathing, personal hygiene, dressing and personal assistance to Residents
- manual handling
- infection control; and,
- communication skills.

Personal Carer Level 2 - Direct Care Employee - Level 4

An Employee at this level:

- performs all duties of Personal Carer Level 1
- performs more complex personal care of residents
- is capable of prioritising work within established policies, guidelines and procedures
- is responsible for work performed with a medium level of accountability or discretion
- works under limited supervision within well-established routines, either individually or in a team
- possesses good communication, interpersonal and/or arithmetic skills
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and
- holds a relevant Certificate III qualification (or possesses equivalent knowledge or skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Training or experience in the following is also a requirement:

- Basic computer skills
- Dealing with dementia
- Monitoring care of the incontinent resident
- Skin care
- Simple wound monitoring
- Diabetes awareness
- Infection control; and,
- Behaviour management.

Personal Carer Level 3 - Direct Care Employee - Level 5

Means a person employed in a Residential Aged Care Facility appointed as the Personal Care supervisor/coordinator and who holds the overall responsibility of managing the residents' personal care needs on a day to day basis.

An Employee at this level will generally have a Certificate IV qualification (or possesses equivalent knowledge or skills). They employee may assist in recruitment, the training and supervision of lower classification Personal Carers.

The Employee will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

LEISURE / LIFESTYLE AND ACTIVITIES OFFICERS

The classification structure is as follows:

Leisure and Lifestyle Assistant Level 1 - Direct Care Employee - Level 3

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

Leisure and Lifestyle Assistant Level 2 - Direct Care Employee - Level 4

Means a person employed in a Residential Aged Care Facility appointed to provide activities for to those residents. Such an Employee must have a Certificate 3 qualification in Leisure and Lifestyle, or other relevant qualification.

Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Co-ordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

MOST SENIOR COOK

Chef /Food Services Supervisor/Most Senior Cook - Direct Care Employee Levels 4 to 7

Head Chef (tradesperson) means a chef who has completed an apprenticeship or passed the appropriate trade test in cooking or the Food services supervisor and shall assume the responsibilities below.

The most Senior Cook shall assume the responsibilities below and is paid at the appropriate pay rate which matches their qualifications.

The Employees perform the following:

- Day to day meal preparation and cooking
- meal planning which meets industry standards including the dietary needs of residents both as a group or to cater for individual prescribed dietary needs (for example diabetes, lactose intolerance or religion-based diets)
- general and specialised duties, including supervision or training of kitchen and dining room employees
- ordering and stock control including manage the allocated budget and advise managers of significant differences when comparing actual to budget; and,
- ensuring WHS standards are met in the kitchen, dining room and bedside food delivery.

The Employee shall be paid as per the applicable rate depending upon qualifications, experience and responsibilities.

NON – DIRECT CARE AGED CARE EMPLOYEES

Aged Care Employee – Level 1 – less than 500 hours in industry

An Employee who has less than three months work experience in the industry and performs basic duties:

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

Typical Roles: General clerk, Food services assistant, Laundry hand, Cleaner, Assistant gardener

Aged Care Employee - Level 2 – more than 500 hours in industry

An Employee at this Level:

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

Typical Roles: General clerk, Entry Level catering services assistant, Laundry assistant, Entry Level Environmental Assistant (Hotel Services), Assistant gardener.

Aged Care Employee - Level 3

An Employee at this level:

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

Typical Roles: General clerk/Typist (second and subsequent years of service), Laundress, Cook, Experienced Environmental Services Assistant (Catering / Hotel Services) Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate.

Aged Care Employee - Level 4

An Employee at this level:

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

Typical Roles: Senior clerk, Senior cook (trade), Senior receptionist, Maintenance/Handyperson (qualified), Driver (3 ton and over), Gardener (trade or TAFE Certificate III or above).

Aged Care Employee - Level 5

An Employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team; may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Typical Roles: Secretary interpreter (unqualified), or Chef

Aged Care Employee - Level 6

An Employee at this level:

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

Typical Roles: Maintenance tradesperson (advanced), Senior chef, Gardener (advanced) Receptionist, Administration Assistant

Aged Care Employee - Level 7

An Employee at this level:

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

Typical Roles:

Administrative / Clerical supervisor, Chef /Food services supervisor, Gardener superintendent, General services supervisor, Administrative Assistant in Quality Compliance.

APPENDIX C – UNION DELEGATES LEAVE

- C.1 Appendix c provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.
NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with Appendix C.
- C.2:
- (a) employer means the employer of the workplace delegate;
 - (b) delegate’s organisation means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
 - (c) eligible employees means members and persons eligible to be members of the delegate’s organisation who are employed by the employer in the enterprise.
- D.3 Before exercising entitlements under Appendix C, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.
- C.4 An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.
- C.5 Right of representation
A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- (a) consultation about major workplace change;
 - (b) consultation about changes to rosters or hours of work;
 - (c) resolution of disputes;
 - (d) disciplinary processes;
 - (e) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate’s organisation with enterprise bargaining; and
 - (f) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.
- C.6 Entitlement to reasonable communication
- (a) A workplace delegate may communicate with eligible employees for the purpose of representing their industrial interests under clause C.5. This includes discussing membership of the delegate’s organisation and representation with eligible employees.
 - (b) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.
- C.7 Entitlement to reasonable access to the workplace and workplace facilities
- (a) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
 - (i) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
 - (ii) a physical or electronic noticeboard;
 - (iii) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
 - (iv) a lockable filing cabinet or other secure document storage area; and
 - (v) office facilities and equipment including printers, scanners and photocopiers.
 - (b) The employer is not required to provide access to or use of a workplace facility under clause D7(a) if:
 - (i) the workplace does not have the facility;

- (ii) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
- (iii) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

C.8 Entitlement to reasonable access to training

The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:

- (a) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
- (b) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
 - (i) full-time or part-time employees; or
 - (ii) regular casual employees.
- (c) 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.
- (d) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (e) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (f) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (g) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

C.9 Exercise of entitlements under Appendix C:

- (a) A workplace delegate's entitlements under Appendix D are subject to the conditions that the workplace delegate must, when exercising those entitlements:
 - (i) comply with their duties and obligations as an employee;
 - (ii) comply with the reasonable policies and procedures of the employer, including reasonable codes of conduct and requirements in relation to occupational health and safety and acceptable use of ICT resources;
 - (iii) not hinder, obstruct or prevent the normal performance of work; and
 - (iv) not hinder, obstruct or prevent eligible employees exercising their rights to freedom of association.
- (b) Appendix C does not require the employer to provide a workplace delegate with access to electronic means of communication in a way that provides individual contact details for eligible employees.
- (c) Appendix C does not require an eligible employee to be represented by a workplace delegate without the employee's agreement.

NOTE: Under section 350A of the Act, the employer must not:

- (a) unreasonably fail or refuse to deal with a workplace delegate; or*
- (b) knowingly or recklessly make a false or misleading representation to a workplace delegate; or*
- (c) unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or Appendix C.*