

MULTICULTURAL AGED CARE SERVICES
GEELONG INC

ENTERPRISE AGREEMENT

2024

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PART 1 Application and Operation

1. NAME OF THE AGREEMENT

The Agreement shall be known as the Multicultural Aged Care Services Geelong Inc Enterprise Agreement 2024.

2. COVERAGE

a) This Agreement shall cover:

- i. Multicultural Aged Care Services Geelong Inc ('the Employer') (ABN 81567 107 023);
- ii. Nursing employees employed by the Employer in the classifications set out in Schedule 1 of the Agreement ('Nursing Employees'); and
- iii. Health and Allied employees employed by the Employer in the classifications set out in Schedule 1 of the Agreement ('Health and Allied Employees')

b) This Agreement is made under section 172 of the Act. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the *Fair Work Act 2009* (Cth).

c) The Employer will formally advise the ANMF and the HWU when the Agreement is made in order for the ANMF and HWU to apply under section 183 of the *Fair Work Act 2009* to be covered by the Agreement.

d) It is the intention of this Agreement that the ANMF and HWU will be covered by this Agreement.

3. DATE AND PERIOD OF OPERATION

a) This Agreement shall commence operation from the 7th day after the agreement is approved by the FWC and shall remain in force until 30 June 2028 and thereafter in accordance with the Fair Work Act 2009.

b) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

4. POSTING OF THE AGREEMENT

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.

5. SCOPE OF THE AGREEMENT AND RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the NES are provided for under the Act. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

6. DEFINITIONS

For the purposes of this Agreement:

- a) Act means the Fair Work Act 2009 as amended from time to time.
- b) ANMF means the Australian Nursing and Midwifery Federation – Victorian Branch.
- c) Disability:
 - i. Under Victorian law a **disability** is defined as:

- (1) the total or partial loss of a body part or a body function (such as mobility, sight or hearing)
 - (2) disfigurement
 - (3) mental health disorders
 - (4) learning difficulties
- d) Employer means Multicultural Aged Care Services Geelong Inc.
- e) Fixed-term contract
 - i. A full-time or part-time arrangement in which an end-date is advised with the letter of offer. These employment arrangements can be extended, but not beyond a 2-year period.
- f) FWC means the Fair Work Commission.
- g) Health and Safety Representative (HSR):
 - i. An Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.
- h) HWU means the Health Services Union Victoria No. 1 Branch trading as the "Health Workers Union".
- i) Immediate family of an employee means:
 - i. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
 - ii. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
 - iii. *spouse* includes a former spouse.
 - iv. de facto partner of an employee:
 - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and
 - (2) includes a former de facto partner of the employee.
 - v. a relative to the employee according to Aboriginal or Torres Strait Islander kinship rules.
 - vi. includes foster children currently in the care of an employee.
- j) NES means the National Employment Standards under Part 2-2 of the Act.
- k) Nursing and Midwifery Board of Australia includes a reference to the Nurses Board of Victoria, the Victorian Nursing Council and the equivalent authorities in the other states or territories of Australia.
- l) OHS Act:
 - i. The Occupational Health and Safety Act 2004 (Vic) as varied from time to time, or any successor to that Act.
- m) Ordinary Pay means the rate of pay payable to the employee for their ordinary hours of work, but does not include any loadings, penalties, allowances or overtime unless otherwise stated in this

Agreement.

- n) Service and Continuous Service are defined by section 22 of the Act.
- o) Standard rate is the weekly rate of a Registered Nurse Grade 2 Year 2.
- p) Uniform means such apparel as may be required by the employer.
- q) "Weeks' pay" means the ordinary pay for the employee concerned, in relation to redundancy.
- r) Registered Nurse shall mean a person who is registered by the Nursing and Midwifery Board of Australia excluding an Enrolled Nurse.
- s) Registered Nurse Definitions
 - i. Basic Training means training for registration as a Registered Nurse.
 - ii. In-service or post-basic education means education undertaken during, and in conjunction with, full-time employment as a Registered Nurse for the purpose of obtaining a post-basic certificate of qualification in:
 - (1) A course approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the nurses register.
 - (2) Certificates obtained for courses approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the nurses register.
 - iii. Certificates mean certificates held by a Registered Nurse as a result of undertaking a course of study at the College of Nursing or a nursing college of at least equivalent status.
 - iv. Diplomas and Degrees mean diplomas and degrees in nursing; education; or health administration held by a Registered Nurse as a result of undertaking a course of study at a College of Advanced Education or University.
 - (1) Provided that a certificate, diploma or degree which leads to registration as a Nurse shall not be covered by this subclause.
 - v. Experience means full time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed) by MACS, and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a certificated Nurse by the Nursing and Midwifery Board of Australia. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that:
 - (1) an employee who has worked an average of 22.8 hours per week or less, or three shifts or less per week, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the employee is employed; and
 - (2) where an employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be considered.

- vi. Provided that, for an internationally trained nurse (ITN):
 - (1) granted registration with conditions, previous experience will not be counted whilst the conditions are in place;
 - (2) granted registration subject to successful completion of a bridging program, previous experience will not be counted until the completion of that bridging course;
 - (3) required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the completion of that OBA.
- t) Enrolled Nurse shall mean a person who is registered as such by the Nursing and Midwifery Board of Australia.
- u) Enrolled Nurse Definitions
 - i. Experience means such work in any workplace in the last five years, excluding any leave periods prescribed under this Agreement.
 - ii. A year of experience means experience (as defined) gained from working an average of 22.8 hours or more per week or less or 3 shifts or less per week in a year. If the employee averages less than 22.8 hours per week the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of years' experience greater than one then each such year of experience must be calculated by reference to the definition of one year of experience to determine whether an employee has attained the requisite number of years of experience.
 - iii. Provided that, for an internationally trained nurse (ITN):
 - (1) granted registration with conditions, previous experience will not be counted whilst the conditions are in place;
 - (2) granted registration subject to successful completion of a bridging program, previous experience will not be counted until the completion of that bridging course;
 - (3) required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the completion of that OBA.
- v) Unions mean the ANMF and HWU.

7. INDIVIDUAL FLEXIBILITY AGREEMENTS.

- a) An employer and employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - i. the agreement deals with 1 or more of the following matters:
 - (1) arrangements about when work is performed;
 - (2) overtime rates;
 - (3) penalty rates;
 - (4) allowances;
 - (5) leave loading; and

- ii. the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a)(i); and
 - iii. The employer and the individual employee must have genuinely made the agreement without coercion or duress.
- b) The employer must ensure that the terms of the individual flexibility arrangement:
 - i. are about permitted matters under section 172 of the Act; and
 - ii. are not unlawful terms under section 194 of the Act; and
 - iii. result in the employee being better off overall than the employee would be if no arrangement was made.
- c) The employer must ensure that the individual flexibility arrangement:
 - i. is in writing; and
 - ii. includes the name of the employer and employee; and
 - iii. is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - iv. includes details of:
 - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (2) how the arrangement will vary the effect of the terms; and
 - (3) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - v. states the day on which the arrangement commences.
- d) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
 - i. The employer or employee may terminate the individual flexibility arrangement:
 - ii. by giving no more than 28 days written notice to the other party to the arrangement; or
 - iii. if the employer and employee agree in writing - at any time.

PART 2 Workplace Delegates, Consultation and Dispute Resolution

8. CONSULTATION REGARDING CHANGE

- a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on employees of the Employer.
- b) The Employer must consult the Employees and the unions about:
 - i. a major workplace change that is likely to have a significant effect on the employees;
 - ii. a change to their regular roster or ordinary hours of work.
- c) The relevant employees may appoint a representative, which may be a representative from the ANMF or HWU for the purposes of the procedures in this term.
- d) If:

- i. a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
 - ii. the employee or employees advise the Employer of the identity of the representative; the Employer must recognise the representative.
- e) As soon as practicable after making its decision, the Employer must
 - i. discuss with the relevant employees and their representative:
 - (1) the introduction of the change; and
 - (2) the effect the change is likely to have on the Employees; and
 - (3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
 - ii. for the purposes of the discussion — provide, in writing, to the relevant Employees:
 - (1) all relevant information about the change including the nature of the change proposed; and
 - (2) information about the expected effects of the change on the Employees; and
 - (3) any other matters likely to affect the Employees.
 - iii. Subject to (e)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
 - (1) to provide information to the Employees about the change; and
 - (2) to invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
 - (3) to consider any views given by the Employees about the impact of the change.
- f) However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- h) In this term, a major change is *likely to have a significant effect on Employees* if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the Employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work; or the need to retrain Employees; or the need to relocate Employees to another workplace; the restructuring of jobs; a reduction to remuneration, the opening of new facilities, the proposed sale of a facility or the purchase of an existing facility/business.
- i) In this term, *relevant Employees* means the Employees who may be affected by the major change.

9. DISPUTE RESOLUTION PROCEDURE

- a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if the dispute remains unresolved, by discussions between the Employee or Employees concerned and more senior levels of management, as appropriate.
- b) A party to the dispute may appoint another person, organisation or association to accompany or

represent them in relation to the dispute.

- c) A dispute may be individual or collective and a fair and efficient process will be put in place in accordance with this clause to manage either.
- d) If a dispute in relation to a matter arising under the Agreement is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by conciliation and, where the matter in dispute remains unresolved, arbitration.
- e) While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable occupational health and safety legislation, an Employee must not unreasonably fail to comply with a direction by the Employer to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- f) If arbitration is necessary, FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- g) For the avoidance of doubt, employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

10. **REPRESENTATIVE LEAVE AND UNION MATTERS**

- a) Leave to attend trade union and union delegate courses/seminars shall be as follows:
 - i. To a maximum of 3 days per year (1 January to 31 December) for the totality of all applications of paid trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
 - (1) the scope, content and level of the courses are directed to the enhancement of the operation of the settlement of dispute/dispute settlement procedure/s;
 - (2) that a 2-week period of notice is provided to the employer;
 - (3) the approval of leave must have regard to the operational requirements of the employer;
 - (4) this leave shall be paid at the ordinary time rate of pay.
- b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.
- c) On completion of training the Employee will be given reasonable access to computer, printing, scanning and communication facilities for work-related use, and for use in relation to their role as a union delegate.
- d) A space on the public notice board can be utilised for the purposes of displaying union specific communications and an area will be made available for the purpose of holding meetings for members.

PART 3. Types of Employment and Termination of Employment

11. **FULL-TIME EMPLOYMENT**

- a) A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the Employer.

- b) Such Employee shall be paid the weekly salary appropriate to the employee's classification, irrespective of the number of hours worked not exceeding 38, or an average of 38 hours per week.

12. **PART-TIME EMPLOYMENT**

- a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but less than an average of 38 hours in any one week. Where the Employee is employed on a part-time basis they shall be paid the ordinary appropriate hourly rate prescribed for the classification in which they are employed.
- b) The provisions of this Agreement shall apply on a pro rata basis to part-time employees.
- c) Prior to commencement of employment, the Employer and Nursing Employee will agree in writing on the guaranteed minimum number of hours to be worked and the rostering arrangements which will apply to those hours.
- d) Prior to commencement of employment, the Health and Allied Employee and the Employer will agree in writing on:
 - i. the span of hours that the Employee may be rostered within a fortnight. The span of hours shall include which shifts the Employee may be rostered to work;
 - ii. the days of the week the Employee may be rostered to work within a fortnight; and
 - iii. the agreed minimum number of contracted hours to be worked per fortnight.
- e) Where the Employee is regularly working more than their specified contract hours they may request that their contracted hours are reviewed by their Manager every 26 weeks. The Manager will formally respond to the request by the employee stating the reasons if the request is not agreed to. The Manager will not unreasonably reject the request. The Manager will also consider that the hours worked in the following circumstances will not be incorporated to any adjustment made:
 - i. if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - ii. if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
 - iii. Any adjusted contracted hours resulting from a review by the Employer should however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace.
- f) Notwithstanding the overtime provisions prescribed at the [Overtime Clause](#) of the Agreement, a part-time Health and Allied Employee may agree to work in excess of their rostered ordinary hours at the ordinary hourly rate of pay, provided that all time worked by a part-time Health and Allied Employee which:
 - i. Exceed 10 hours per day (or the usual full-time rostered night shift length for night duty); or
 - ii. 76 hours per fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid in accordance with clause [41](#) (Overtime).
- g) No part-time Health and Allied Employee shall be directed to work in excess of their rostered ordinary hours at the ordinary hourly rate of pay.

- h) The minimum engagement for a part-time Employee will be 4 hours for a regular shift.
- i) The minimum engagement for a training shift for a part-time Employee will be 2 hours.

13. **CASUAL EMPLOYMENT**

- a) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party, but does not include an Employee who could properly be classified as a full-time or part-time employee under this Agreement.
- b) A casual employee shall be paid per hour worked an amount equal to one 1/38th of the weekly salary appropriate to the class of work performed plus 25%.
- c) In addition, a casual employee shall be entitled to receive the allowances prescribed herein.
- d) Unless an allowance or payment is otherwise prescribed in this Agreement, the casual loading set out at clause (b) is in lieu of Annual Leave, paid Personal Leave, or any other paid leave entitlement set out in this Agreement or applicable legislation. Such leave provisions and the provisions regarding Termination of Employment and Redundancy, shall not apply in the case of a casual Employee.
- e) Where a casual Enrolled Nurse, or casual Health and Allied Employee has continuous service in accordance with [clause 50\(b\)](#) of this Agreement, such Employee shall not be excluded from the long service leave provisions prescribed in clause 50. A casual Registered Nurse is not entitled to long service leave under this Agreement but the entitlement to long service leave shall be in accordance with the *Long Service Leave Act 1992* (Vic).
- f) A casual Employee will be paid a minimum of 4 hours pay for each engagement.
- g) The minimum engagement for a training shift for a casual employee will be 2 hours.

14. **CASUAL CONVERSION**

- a) An Employer will make an offer to a casual Employee to convert to full-time or part-time employment if:
 - i. the Employee has been employed by the employer for a 6-month period; and
 - ii. the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
- b) Notwithstanding sub-clause a) i., the Employer is not required to make an offer of full-time or part-time employment to a casual Employee if there are reasonable grounds not to make the offer, and the reasonable grounds are based on facts that are known, or reasonably foreseeable, at the time of deciding not to make the offer.
- c) The nature and process to be undertaken in relation to an offer to a casual Employee of full-time or part-time employment, and an Employee's residual right to request casual conversion, is set out in the NES.

15. **TERMINATION OF EMPLOYMENT**

- a) Notice of termination by the Employer
 - i. In order to terminate the employment of an Employee, the Employer shall give to the Employee the following notice:

Period of continuous service	Period of notice
Less than 1 year	1 week
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

- ii. In addition to the notice in (a)(i), Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
 - iii. Payment in lieu of the notice prescribed in (a)(i) and (a)(ii) shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu made.
 - iv. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the employee because of the employment continuing during that period. That total must be calculated on the basis of:
 - (1) the employee's base rate of pay for the employee's ordinary hours of work in the period; and
 - (2) the amounts ordinarily payable to the employee in respect of those hours, including (for example) allowances, loading and penalties; and
 - (3) any other amounts payable under the employee's contract of employment.
 - v. The period of notice in this clause does not apply:
 - (1) in the case of dismissal for serious misconduct;
 - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
 - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
 - (4) to casual employees.
 - vi. For the purposes of this clause, continuous service shall be calculated in accordance with section 22 of the Act.
- b) Notice of termination by the Employee
- i. The notice of termination required to be given by an Employee shall be the same as that required of an Employer, save and except that there shall be no additional notice based on the age of the employee concerned.
 - ii. Subject to financial obligations imposed on the employer by an Act, if an employee fails to give notice the employer shall have the right to withhold monies due to the Employee with a maximum amount equal to one week's wages.

c) Time off work during notice period

Where an Employer has given notice of termination to an Employee, an Employee shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the Employer.

16. **REDUNDANCY**

a) The following applies in circumstances where the Employer has made a definite decision that the employer no longer wishes the job the employee has been doing done to be done by anyone and this is not due to the ordinary and customary turnover of labour.

b) Transfer to lower paid duties

- i. Where an employee is transferred to lower paid duties for reasons set out in paragraph (a) the employee shall be entitled to the same period of notice of transfer as they would be entitled to if their employment had been terminated, and the Employer may at the Employer's option, make payment in lieu thereof of an amount equal to the difference between the former ordinary time rate of pay and the new lower ordinary time rates for the number of weeks' notice still owing.
- ii. Twenty-six weeks of salary maintenance will be provided on redeployment to the lower paid position at the employee's rate of pay prior to redeployment.

c) Severance pay

- i. In addition to the period of notice prescribed for termination, an employee whose employment is terminated for reasons set out in paragraph (a) shall be paid the following amount of severance pay in respect of a period of continuous service.

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

d) Employee Leaving During Notice Period

An employee whose employment is terminated for reasons set out in paragraph (a) may terminate their employment during the period of notice and, if so, shall be entitled to the same benefits and payments under this clause had they remained with the employer until the expiry of such notice. Provided in such circumstances the employee shall not be entitled to payment in lieu of notice.

e) Alternative Employment

Where the Employer offers the Employee acceptable alternative employment no severance payment is payable subject to an order of FWC.

f) Time off Period of Notice

- i. During the period of notice of termination given by the employer an employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
 - ii. If the employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the employee shall, at the request of the employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.
 - iii. For this purpose, a statutory declaration will be sufficient.
- g) Employees with Less than One Year's Continuous Service
- This clause does not apply to employees with less than one year's continuous service.
- h) Employees Exempted
- This clause shall not apply where employment has been terminated because the conduct of an employee justifies instant dismissal or in the case of casual employees, or employees engaged for a specific period of time or for a specified task or tasks.

PART 4. Wages and Related Matters

17. WAGES

Wages will be determined as follows:-

Direct Care staff, including PCW, Lifestyle, RN & EN classifications:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
3 %	3 %	3%	3%

Health and Allied Employees other than Direct Care staff nominated above:

<i>Column 1</i>	<i>Column 2</i>	<i>Column 3</i>	<i>Column 4</i>
6 %	3 %	3%	3%

- a) The wage increases in subclause (a) hereof shall be payable as follows:-
- i The amount shown in Column 1 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2024.
 - ii The amount shown in Column 2 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2025.
 - iii The amount shown in Column 3 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2026.
 - iv The amount shown in Column 4 shall be payable from the beginning of the first full pay period to commence on or after 1 July 2027.
- b) The wage increases referred to in subclause (a) of this Clause shall be absorbed into any payment made to the Employee beyond the minimum rates contained within this Agreement.
- c) Any further wage increase shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award (with reference to the transitional provisions), in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate (with reference to the transitional provisions).
- d) Rates of pay as increased by this Agreement are set out in [Appendix 1](#).
- e) However, in accordance with clause (h), the above wage increases will be applied to the applicable minimum rates of pay, which will include the increases required, in accordance with the

Commonwealth Government's Guidance, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (ACWVC) Decision and the associated Aged Care Nurses Work Value Case.

- f) Allowances that are not determined as a percentage of a wage rate under this Agreement (such as laundry, uniform, nauseous and other allowances not fixed as a percentage of the weekly rate,) shall be increased in accordance with the increases prescribed in Clause 17 (a).
- g) FWC Aged Care Work Value Case (Stage 3)
 - i In terms of next steps, the parties understand that:
 - (1) following receipt of submissions from the parties to the ACWVC, including the Commonwealth Government, the FWC will hand down a further decision and subsequent Award Determinations under Stage 3 that provide the operative dates of the increases to the minimum rates of pay in the Nurses Award, the Aged Care Award and SCHCADS Award for the Stage 3 Classifications;
 - (2) the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and
 - (3) the Commission will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.
- h) Accordingly, the Employer:
 - i will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases; and
 - ii in doing so, maintain the quantum and timing of the wage increases at clause (a) of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause (c).
- i) When the Nurses WVC has been determined by the Commission, the Employer commits to:
 - i increase the applicable minimum rates under this Agreement for Nurses in accordance with guidance / direction from the Commonwealth Government and where funded to do so;
 - ii maintain the quantum and timing of the wage increases at clause 17 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause (a).
 - iii promptly meet with the ANMF and HWU to discuss the implementation of the outcome.
- j) In consultation with the unions, the Employer will seek to vary the enterprise agreement in accordance with the Fair Work Act to insert the updated wages schedule and any other necessary amendments to agreement clauses.

18. PAYMENT OF WAGES

- a) Employees shall be paid fortnightly salaries corresponding to that Employee's classification in accordance with Schedule 1.
- b) Payment of salaries
 - i Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.

- ii Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
 - iii When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer, payment of all wages and other monies owing to an Employee will be made no later than seven (7) days after the Employee's employment terminates.
- c) Errors in payments
 - i If it is discovered that an employee has been underpaid the error will be rectified in the next pay cycle.
 - ii If an employee has been overpaid in error, an agreement will be sought with the employee on the method and frequency of repaying the overpaid wages by agreement.

19. **SALARY PACKAGING**

- a) Employees may be able to make voluntary pre-tax contributions or payments through a written salary packaging agreement between the employer and the employee. The employer will pay the salary packaging amount in accordance with the salary packaging agreement.
- b) An employee may apply to have their ordinary time earnings reduced by an amount nominated by them as a salary packaging contribution for their benefit.
- c) The total value of the reduced salary and the agreed value of the benefits provided will not be less than the amount that would otherwise be paid if the salary packaging arrangement was not in place.
- d) The Employer recognises the need for employees to consider independent financial and taxation advice and recommend that employees consider such advice prior to entering into salary packaging arrangements.
- e) In the event that the law governing superannuation and/or taxation make the objective of this clause ineffective, unattainable or illegal, the employer will advise the employee concerned. The salary packaging contribution arrangement will be terminated or amended to comply with such laws.
- f) Unless otherwise agreed by the employer, an employee may revoke or vary their salary packaging contribution/payment by giving not less than one month's written notice, provided the terms of any other agreement relating to the salary packaging benefit are met.

20. **ACCIDENT PAY**

An Employer will be required to pay, and an employee will be entitled to receive, accident pay in accordance with this clause.

a) Definitions

For the purposes of this clause, injury means any physical or mental injury within the meaning of the WIRC Act, and no injury will give rise to an entitlement to accident pay under this clause unless an entitlement exists under the WIRC Act.

i Total incapacity

Where an employee is, or is determined to be, totally incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of an amount representing the difference between:

- (1) The total amount of compensation, including allowances, paid to the employee

during the period of incapacity under the WIRC Act for the week; and

- (2) The total weekly wage rate, as varied from time to time, and any over agreement payment being paid to the employee for the week in question if they had been performing their normal duties. Calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer will not be considered.

ii Partial incapacity

Where an employee is partially incapacitated within the meaning of the WIRC Act, the term accident pay means a weekly payment of amount representing the difference between:

- (1) The total amount of compensation paid to the employee during the period of incapacity under the WIRC Act for the week together with the average weekly amount they are earning;
- (2) The total weekly wage rate, as varied from time to time, and any over agreement payment being paid to the employee for the week in question if they had been performing their normal duties. Calculation any payment for overtime earnings, shift premiums, penalty rates and any ancillary payment payable by the employer will not be considered.

iii Payment for part of a week

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

iv Qualification for payment

Subject to the terms of this clause, an employee covered by the agreement will, upon receiving payment of weekly compensation and continuing to receive such payment for incapacity under the WIRC Act, be paid accident pay by their employer who is liable to pay compensation under the WIRC Act, which liability may be discharged by another person on behalf of their employer, provided that:

- (1) Accident pay will not apply to any incapacity during the first two weeks of employment unless incapacity continues beyond the first two weeks and to the maximum period of payment.
- (2) Accident pay will only be payable to an employee whilst that employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRC Act. If an employee on partial incapacity cannot obtain suitable employment from their employer but such alternative employment is available with another employer than the relevant amount of accident pay will still be payable.
- (3) In the case of termination by an employer of an employee who is incapacitated and receiving accident pay, accident pay will continue to apply subject to the provisions of this clause except where the termination is due to serious misconduct by the employee.
- (4) In order to qualify for the continuance of accident pay on termination an employee will be required to provide evidence to the employer of the continuing payment of weekly payments of compensation.

- (5) In relation to industrial diseases contracted by a gradual process or injuries subject to recurrence or aggravation as provided in the WIRC Act, such injuries or diseases will or diseases will not be subject to accident pay unless the employee has been employed with the employer at the time of incapacity for a minimum period of one month.
 - (6) Accident pay will not apply in respect of any injury during the first five normal working days of incapacity.
 - (7) Upon employment an employee is required to declare all workers compensation and/ or accident claims made under the WIRC Act in the previous five years, and in the event of inaccurate information being knowingly declared the employer may require the employee to forfeit their entitlement to accident pay under this agreement.
- b) Maximum period of payment

The maximum period of accident pay to be made by an employer will be a total of 39 weeks for any one injury.
- c) Absences on other paid leave

An employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- d) Notice of injury

Following an injury for which they claim to be entitled to accident pay, an employee or a representative will give notice in writing regarding the injury to their employer as soon as reasonably practicable, preferably within 24 hours.
- e) Medical examination
 - i. In order to receive entitlement to accident pay an employee shall meet the requirements of the WIRC Act by attending a medical examination.
 - ii. Where in accordance with the WIRC Act, a medical referee gives a certificate regarding the condition of the employee and their fitness for work or specifies work for which the employee is fit and such work is made available by the employer and refused by the employee, or the employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- f) Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the WIRC Act the employer's liability to pay accident pay shall cease from the date of such cessation or redemption.
- g) Civil damage claims
 - i. An employee receiving or who has received accident pay will advise their employer of any action they may institute or any claim they make for damages. Further the employee will, if requested, provide an authority to the employer entitling the employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.
 - ii. Where an employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the employer's liability to pay accident pay shall cease from the date of judgement or settlement provided the judgement or

settlement for damages is not reduced either in whole or part by the amount of accident pay made by the employer, the employee will pay to their employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

h) Insurance against liability

Nothing in this part shall require an employer to insure against their liability for accident pay.

i) Variations in compensation rates

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

j) Death of an employee

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

k) Commencement

This clause shall only apply in respect of incapacity arising from an injury occurring or recurring on or after August 1975.

21. FITNESS FOR WORK

a) Addressing concerns about Fitness for Work

- i. In the event the Employee's manager forms a reasonable belief (as defined at subclause 21 a)ii) below that an Employee may be unfit to perform their duties, the Employer will act in a timely manner to promote physical, mental and emotional health so that employees can safely undertake and sustain work.
- ii. In this clause reasonable belief means a belief based on sufficient evidence that supports a conclusion on the balance of probabilities. Nothing in this clause 82.2(b) permits the Employer to act contrary to the Health Records Act 2001 (Vic).
- iii. The Employer will:
 - (1) take all reasonable steps to give the Employee an opportunity to answer any concerns which are the subject of the reasonable belief;
 - (2) recognise the Employee's right to have a representative, including a Union representative, at any time when meeting with the Employer.
 - (3) genuinely consider the Employee's response with a view to promoting physical, mental and emotional health so that Employees can safely undertake and sustain work; and
 - (4) take these responses into account in considering whether reasonable adjustments can be made in order that the Employee can safely undertake and sustain work.

b) Report from Treating Medical Practitioner

Where, after discussion with the Employee, the Employer continues to have a reasonable belief that the Employee is unfit to perform the duties, the Employer may request the Employee to obtain a report from the Employee's treating medical practitioner regarding the Employee's fitness for work. Where this occurs, the Employer will provide to the Employee, in writing, the concerns and information that form the basis of the reasonable belief to assist the Employee's treating medical practitioner.

- c) The Employee will:
 - i. advise the Employer of the Employee's treating medical practitioner;
 - iv. provide a copy of the report to the Employer; and
 - v. meet with the Employer to discuss any report.
- d) If, on receipt of the report, and (where reasonably practicable) following discussion, the Employer continues to have a reasonable belief that the Employee is unfit for duty, or the Employee does not provide a report from the treating medical practitioner, the Employer may require the Employee to attend an independent medical practitioner (IME).
- e) The Employer will:
 - i. pay for the cost and expenses of the appointment and report;
 - ii. provide a copy of the IME report to the Employee; and
 - iii. meet with the Employee to discuss any report.
- f) Information to Employee before IME
 Before the Employee attends an IME under subclause 21d), the Employee will be provided with a copy of:
 - i. the name of the proposed IME: and
 - ii. any correspondence (including any supporting material) proposed to be sent to the IME.
- g) Before attending an IME, the Employee may:
 - i. supplement the material to be provided to the IME;
 - ii. request to meet with the Employer to consult about the material the Employer proposes to provide the IME. The Employee's representative may attend the meeting.
- h) This subclause does not apply to an injury that is the subject of an active WorkCover claim. Matters regarding an Employee's Fitness for Work regarding an injury that is the subject of a WorkCover claim shall be managed in accordance with the *Workplace Injury Rehabilitation and Compensation Act 2013* (Vic), including the Employer's obligation to provide a safe work environment.
- i) Nothing in this clause prevents the Employer from taking any reasonable step in the workplace to ensure a safe work environment.
- j) Where Employees have a disability (whether permanent or temporary) the Employer is required to make reasonable adjustments to enable the Employee to continue to perform their duties, subject to subclause 21(k).
- k) The Employer is not required to make reasonable adjustments if the Employee could not or cannot adequately perform the genuine and reasonable requirements of the employment even after the adjustments are made.

22. SUPERANNUATION

- a) The subject of superannuation is dealt with extensively by legislation including the Superannuation Guarantee (Administration) Act 1992 (Cth), the Superannuation Guarantee Charge Act 1992 (Cth), the Superannuation Industry (Supervision) Act 1993 (Cth) and the Superannuation (Resolution of Complaints) Act 1993 (Cth). This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.

- b) "The Fund" for the purpose of this Agreement shall mean:
 - i. Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - ii. The Employee's 'stapled' fund; or
 - iii. Any other complying fund.
- c) Upon commencement of employment, the Employer shall provide each Employee with a membership form for their preferred fund and shall forward the completed membership forms for the worker's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days, the Employer shall forward contributions and Employee details to HESTA ('Default Fund') or shall forward contributions as otherwise required by applicable legislation. The Default Fund offers a MySuper product.
- d) In addition to the Employer's statutory contributions to the Fund an Employee may make additional contribution from their salary, and on receiving written authorisation from the Employee the Employer must commence making contributions to the Fund in accordance with the Superannuation Guarantee Charge Act 1992 (Cth).
- e) Superannuation fund payments will be made in accordance with trust fund deeds.
- f) Where an Employee salary packages their wages in accordance with this Agreement, superannuation shall be paid on the pre-packaged wages.

23. PAY POINT PROGRESSION – ENROLLED NURSE ONLY

- a) Subject to the terms specified for each pay point as defined in Schedule 1 and this clause, each Enrolled Nurse shall progress on their annual anniversary date from one pay point to the next, having regard to the acquisition and utilisation of skills and knowledge through experience in their practice setting/s over such period.
- b) An employee's progression may be deferred or refused by the employer, provided that any such deferral or refusal is referable only to the terms specified for each pay point in Schedule 1 herein, and is not unreasonably nor arbitrarily imposed by the employer. It shall be considered unreasonable if the employer has refused to provide training and/or opportunities to work in various practice settings in the employer's establishment.
- c) For the purpose of determining the appropriate pay point on appointment under Schedule 1, regard shall not be had to an employee's pay point with a prior/other employer to the extent that appointment to that pay point with the prior/other employer was not referable to the employee's training and experience and skill.
- d) Appeal and Review: An employee may appeal a deferral or refusal imposed under paragraph (b) herein, provided that where such appeal results in a revocation of the employer's decision, pay point progression shall be deemed to operate and be payable from the employee's anniversary date for such progression pursuant to paragraph (a) of this sub-clause.
- e) Paragraph (b) herein, shall not operate to prevent:
 - i. review, initiated by either the employer or employee, of a deferral or refusal imposed pursuant to this agreement and/or
 - ii. the lifting of such a deferral or refusal at and operative from such date;
- f) where circumstances have changed such that the employee appropriately falls within the terms

specified for their next pay point (as defined).

- g) An appeal or review, for the purposes of this sub-clause, shall be undertaken and resolved in accordance with the Dispute Settlement clause of this Agreement.

24. QUALIFICATION ALLOWANCE – REGISTERED NURSES

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

- a) a Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held having regard to sub-clause (b)(ii).
- b) it must be demonstrated that at least one component of the qualification is applicable to the relevant Employee's current area of practice. In situations where a component of a postgraduate qualification is relevant to that Employee's current area of practice, an allowance is payable. In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
 - i. the clinical or other area of work of the Registered Nurse;
 - ii. the classification and position description of the Registered Nurse;
 - iii. whether the qualification would assist the Registered Nurse in performing their role and/or assist in maintaining quality resident care and/or assist in the administration of the facility in which the Registered Nurse is employed.
- c) a Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. The qualification allowance will be payable from the date that evidence is provided to the employer and will not be back paid.
- d) for the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse, with the exception of:
 - i. A double degree
 - ii. A four-year degree
 - iii. An honours degree
 - iv. A Masters degree
 - v. Doctorate
 - vi. certificates obtained from training or education facilities (eg. infection control certificates from the Mayfield Centre) shall be recognised provided that the programs are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- e) A Registered Nurse who holds a Post Basic Hospital Certificate or Graduate Certificate (or equivalent) shall be paid at 4% of the [standard rate](#), in addition to their salary an allowance as set out in Appendix 1.
- f) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), or a double degree or honours degree, shall be paid at 6.5% of the standard rate, in addition to their salary, an allowance as set out in Appendix 1.
- g) A Registered Nurse who holds a Masters (including a Masters degree completed prior to, or that

leads to registration), shall be paid at 7.5% of the standard rate, in addition to their salary, an allowance as set out in Appendix 1.

- h) A Registered Nurse who holds a Doctorate, shall be paid at 8.5% of the standard rate, in addition to their salary, an allowance as set out in Appendix 1.
- i) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days and long service leave.
- j) The allowance is to be paid on a pro-rata basis for part-time Employees.

25. QUALIFICATION ALLOWANCE - ENROLLED NURSES

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

- a) An Enrolled Nurse who holds a certificate or qualification or component of a qualification (which is in addition to the minimum qualification held by the nurse for registration by the Nursing and Midwifery Board of Australia) in which it is demonstrated that a component (at least) is applicable to their area of practice and/or work shall be paid the following allowance:
 - i a certificate or qualification (or at least two certificates of attainment for units of competency toward from the Diploma or Advanced Diploma of Nursing) totalling a minimum of 120 nominal classroom hours (or a course of six months duration), at the rate of 4% of their applicable pay point provided for as set out in Appendix 1;
 - ii a certificate or qualification (or at least three certificates of attainment for units of competency from the Diploma or Advanced Diploma totalling a minimum of 240 nominal classroom hours (or a course of twelve months duration) - at the rate of 7.5% of their applicable pay point as prescribed in Appendix 1.
- b) Provided that only one allowance is payable to each eligible Enrolled Nurse, being the allowance for the highest qualification or greater number of certificates held, and provided that the certificate or certificates of attainment or qualification is relevant to the work performed.
- c) The allowance is to be paid on a pro-rata basis for part-time Employees.
- d) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the certificate/s or qualification for which the entitlement is claimed. The qualification allowance will be payable from the date that evidence is provided to the employer and will not be back paid.
- e) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse.

26. VEHICLE ALLOWANCE

- a) When an employee is involved in travelling on duty, if the employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the employer on production of receipted account(s) or other evidence acceptable to the employer.
- b) Provided further that the employee shall not be entitled to reimbursement for those expenses which exceed the mode of transport, meals or the standard of accommodation agreed for the purpose with the employer.
- c) Where an employee is required to provide their own mode of conveyance in connection with their duties, they shall be paid a per km rate an allowance as set out in Appendix 1, and for their time at the appropriate rate.

27. UNIFORM AND LAUNDRY ALLOWANCE

All employees required by the Employer to wear uniforms shall be supplied with an adequate number of such uniforms, caps or aprons appropriate to the occupation free of cost to employees.

- a) Where uniforms are not provided by the employer the employer shall pay such employee a uniform allowance, as set out in Appendix 1, at a rate per shift (or part thereof on duty) or per week, whichever is the lesser amount. Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance, as set out in Appendix 1, per shift (or part thereof on duty) or per week, whichever is the lesser amount.
- b) The uniform allowances but not the laundry shall be paid during all absences on leave, except absence on long service leave and absence on sick leave beyond 21 days. Where, prior to taking leave, an employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave shall be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- c) Where an employer provides an employee with uniforms, all articles so provided remain the property of the employer.

28. SHIFT ALLOWANCES

- a) Morning/Afternoon

In addition to any other rates prescribed elsewhere in this part of this Agreement an employee whose rostered hours of ordinary duty finish between 6.00p.m. and 8.00a.m. or commence between 6.00p.m. and 6.30a.m. shall be paid an amount as set out in Appendix 1 per rostered period of duty.

- b) Night Duty

Provided that in the case of an employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 06.00a.m., the employee shall be paid an amount as set out in Appendix 1 per rostered period of duty.

- c) The calculation of shift allowance, which is payable per shift, is based on the weekly rate applicable:
 - i. Health and Allied Level 5 – Hotel Services/Administration
 - ii. Enrolled Nurse Level 2 PP 1
 - iii. Registered Nurse Level 1 PP 1
- d) Provided further that this clause shall not apply to CEO/ DON or equivalent.

29. MEDICATION ALLOWANCE

- a) The employer will pay an allowance as set out in Appendix 1 to a Personal Care Worker who is required to assist with the provision of medication, once deemed competent and qualified to do so, for the duration of any such rostered shift.
- b) From the first pay period on or after the coming into operation this agreement the Medication allowance of 4% for eligible Enrolled Nurses will be incorporated into the employee's ordinary hourly rate.

30. CHANGE OF SHIFT ALLOWANCE – Enrolled Nurses and Health and Allied Employees only

- a) In the case of an Enrolled Nurse or a Health and Allied Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more than from that of the first they shall be paid an amount as set out in Appendix 1 on the occasion of

each such change in addition to any amount payable under the preceding provisions of this clause.

- b) The change of shift allowance provided for under this Agreement is not payable to employees in the following circumstances:
 - i Where an employer agrees to a request in writing made on behalf of one or more employees for changes in shifts. That request may be expressed to include specified periods representing work cycles up to three months in advance.
 - ii Where a part-time employee agrees to work shift(s) in addition to those worked regularly otherwise.
 - iii Where changes in shift occur within the performance of an agreed self-rostering system, which means a system of rostering whereby employees undertake responsibility for the designation of shift arrangements, working days and days off, ensuring always that such system provides adequate and safe staffing levels.
 - iv Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekend, accrued days off and public holidays.

31. OVERTIME MEAL ALLOWANCE

An employee shall be supplied with a meal where the Employer has their own cooking and dining facilities. In exceptional circumstances, where a meal cannot be provided, a meal allowance shall be paid in addition to any overtime payment as follows:

- a) When required to work after the usual finishing hour of work beyond one hour (Monday to Friday inclusive) or in the case of shift workers when the overtime work on any shift exceeds one hour – the amount set out in Appendix 1 as Meal Allowance A. Provided that where such overtime work exceeds 4 hours a further meal allowance of, as set out in Appendix 1 as Meal Allowance B, shall be paid.
- b) These foregoing provisions shall not apply when an employee could reasonably return home for a meal within the period allowed.

32. ON CALL ALLOWANCE/RECALL

Employees shall be paid an on-call allowance as set out in Appendix 1 per twelve-hour period.

- a) Recall – Nursing Employees

In the event of a Nursing Employee being recalled to duty during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that employee shall be paid a minimum of three hours pay at the appropriate overtime rate.

- b) Recall – Health and Allied Employees

In the event of a Health and Allied Employee being recalled to duty during an off-duty period, where the recall work is not continuous with the next succeeding rostered period of duty, that employee shall be paid a minimum of 4 hours pay at the appropriate overtime rate.

33. SENIORS ALLOWANCE

- a) An Enrolled Nurse or Health and Allied Employee will become eligible for the "seniors' allowance," i.e. where the employee is required by the Employer to perform work as a Team Leader (however titled), or work that represents a net addition to the work value of the substantive role of equivalent employees. The function/duties representing a net addition to work value may be through additional function(s) or a special project assigned and/or an increased emphasis in a core function already undertaken and would be characterised by:

- i. the additional function/duties of higher work value are a regular and on-going

requirement; and/or

- ii. the necessity for additional training in a particular aspect of the role, over and above that applicable to equivalent employees in similar areas; and/or
 - iii. experience of three months in the role, coupled with "on the job" training where provided by the employer; and/or
 - iv. a greater level of judgement is required from the employee, whereby the employee is capable of making independent decisions to a degree not generally expected of the equivalent employee in similar areas; and/or
 - v. a higher degree of accountability is expected for work undertaken, their peers in similar areas.
- b) In all cases, work by an Enrolled nurse that contravenes the scope of practice as defined by the Nursing and Midwifery Board of Australia at the time of entering into this Agreement shall not be criteria relevant to attraction of the Seniors Allowance.
- c) Provided that an employee in receipt of an in-charge allowance as provided under the agreement shall not be entitled to Seniors Allowance for the same responsibility.
- d) The allowance is set out in Appendix 1 and will be paid on a per week basis (pro-rata for part-time employees).

34. IN-CHARGE ALLOWANCE (ENROLLED NURSES ONLY)

For the avoidance of doubt, whether appointed or not, where one or more Enrolled Nurses are responsible for the facility (which should only occur where, despite all practical efforts to comply with [Clause 44](#) and [Clause 45](#), a Registered nurse is not on site) the affected Enrolled nurse shall be entitled to an in-charge allowance. When an Enrolled nurse is in charge of the facility a registered Nurse will be rostered on call to provide support as required. The In-Charge Allowance for Enrolled Nurses is set out in Appendix 1.

35. SLEEPOVER – Health and Allied Employees

- a) A sleepover means when the Employer requires an Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care).
- b) Sleepovers will be rostered in accordance with [clause 37](#) (Roster of Hours). An Employee may refuse a sleepover in the circumstances where they have not been given 7 days' notice of such, but only with reasonable cause.
- c) The span for a sleepover will be not less than 8 hours and not more than 10 hours on any one night.
- d) Employees will be provided with a separate room with a bed (or other acceptable sleeping arrangements in exceptional circumstances), use of appropriate facilities (including food and staff facilities where these exist) and free board and lodging for each night when the Employee sleeps over.
- e) The Employee will be entitled to a sleepover allowance per Appendix 1 for each night on which they sleep over.
- f) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate, with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- g) The Employer may roster an Employee to perform work immediately before and/or immediately

after the sleepover period but must roster the Employee or pay the Employee for at least 4 hours' work.

- h) The payment prescribed by sub-clause (g), will be in addition to the minimum payment prescribed by this sub-clause (e).
- i) Broken shifts are not to be rostered unless by agreement between the Employer and the Employee.

PART 5 – Hours of Work and Related Matters

36. ORDINARY HOURS OF WORK

- a) 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 10 hour shifts) and shall be paid either:
 - i in a week of five days in shifts of not more than eight hours each; or
 - ii by mutual agreement in a week of four days in shifts of not more than 10 hours each:
or
 - iii by mutual agreement, provided that the length of any ordinary shift shall not exceed 10 hours, or
 - iv in 76 hours per fortnight to be worked as not more than 10 days of not more than eight hours each; or
 - v in 152 hours per four week period to be worked as nineteen shifts each of eight hours.
- b) Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28-day cycle, or any other arrangement by mutual agreement. Where practicable, days off will be consecutive.
- c) For the purposes of this clause the working week shall commence at midnight on a Sunday.

37. ROSTER OF HOURS

- a) The ordinary hours of duty of full-time and part-time employees shall be worked according to a roster or rosters which shall be exhibited at some reasonably convenient place accessible to employees to whom it applies, where it may be seen by such employees.
- b) A roster of at least fourteen days duration, setting out employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location.
- c) Except as in emergency situations seven days' notice shall be given of a change of roster.
- d) The roster or rosters shall be drawn up so as to provide at least eight hours off duty between successive ordinary shifts.
- e) Where an employer requires an employee without seven days' notice and outside the excepted circumstances prescribed in (c), to perform ordinary duty at other times than those previously rostered, the employee shall be paid in accordance with the hours worked, with the addition of a daily allowance as set out in Appendix 1.
 - i. 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.
- f) An employee, by making a request in writing to the employer, may have their roster fixed by the

provisions of (k) of this subclause, in lieu of (a) to (e).

- g) Rosters shall be fixed by mutual agreement, subject to the other provisions of this part.
- h) An employee may repudiate the request referred to in (k) at any time, by giving written notice to the employer. In such a case the roster for that employee shall be fixed according to the provisions of (a) to (e), from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the employer .
- i) Notwithstanding any other provision of this part, this clause shall not apply to casual employees, Directors of Nursing and Deputy Directors of Nursing.
- j) Notwithstanding any other provision of this clause, employees in a particular establishment or work location may, with the consent of the employer or their nominated representative, perform their ordinary hours of duty on a self-rostering system.
- k) A self-rostering system means a system of rostering whereby employees undertake responsibility for the designation of shift arrangements, working days and days off, ensuring always that such system provides an adequate and safe level of appropriate qualified staff such that quality nursing care is maintained at all times.
 - i. Employees in a particular establishment or work location, who elect to perform ordinary hours of duty on a self-rostering system, must develop appropriate guidelines for the implementation and operation of the said system. Without limiting the guidelines, these will include:
 - (1) number and mix of staff required by organisational policy and government legislation/regulation to provide quality nursing care to residents on each shift during the roster period including minimum mandated care staff ratios as prescribed;
 - (2) periodic review of rosters, to avoid conflicts that may result in under or over staffing; and
 - (3) the distribution of shifts should be evenly spread amongst the staff; and
 - (4) significant input by staff such that the need to change rosters is reduced to a minimum; and
 - (5) where changes to the roster are necessary, the obligation to find replacement staff rests with the Employee requiring the change. Such replacement staff must be suitably qualified and of equivalent grade; and
 - (6) rosters should ensure maximum continuity of staff; and
 - (7) rosters must ensure that all off duty periods of the Charge Nurse are covered by in charge personnel; and
 - (8) rosters should include provision for attendance at meetings, seminars and in-service education.
- l) An Employee working in accordance with a self-rostering system, may cease to work in accordance with such system, by providing the employer or their nominated representative, seven days' notice in writing. The provisions of (a) will commence to apply at the expiration of the seven days.
- m) The provisions of (a) will not apply to employees who elect to work ordinary hours on a self-rostering system. Provided that (c) and (d) will apply in circumstances where a roster change is required without the consent or participation of the Employee(s) affected

- n) This clause 37 shall not apply to casual employees, Directors of Nursing and Deputy Directors of Nursing.

38. SATURDAY AND SUNDAY WORK

- a) All rostered time of ordinary duty performed by full-time and part-time employees between midnight on Friday and midnight on Saturday shall be paid for at the rate of time and a half.
- b) All rostered time of ordinary duty performed by full-time and part-time employees between midnight on Saturday and midnight on Sunday shall be paid for at the rate of time and three quarters.
- c) Casual Nursing Employees who work on between midnight on Friday and midnight on Sunday shall be paid at the following rates of pay:
 - i Between midnight on Friday and midnight on Saturday: 175% (inclusive of casual loading);
 - ii Between midnight on Saturday and midnight on Sunday: 218.75% (inclusive of casual loading).
- d) Casual Health and Allied Employees who work between midnight on Friday and midnight on Sunday shall be paid the following rates of pay:
 - i Between midnight on Friday and midnight on Saturday: 175% (inclusive of casual loading);
 - ii Between midnight on Saturday and midnight on Sunday: 200% (inclusive of casual loading).
- e) This clause shall not apply to Director of Care.

39. MEAL AND REST BREAKS

- a) Employees for shifts greater than 5 hours, shall be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than two hours and no later than 6 hours after commencing the day's shift.
- b) Where an employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, the mealtime is to be paid at the employee's ordinary rate of pay in accordance with this Agreement.
- c) Employees shall be entitled to one paid 10-minute rest interval per 4 hours worked or part thereof being greater than 1 hour. Subject to mutual agreement, such breaks can be taken as one 20-minute break.

40. RIGHT TO DISCONNECT

- a) An Employee has the right to disconnect from work-related communication outside of the Employee's hours of work. The Employer will respect Employees' periods of leave and rest days.
- b) An Employee will not be contacted outside the Employee's hours of work by the Employer or other employees for work purposes, other than where reasonably necessary in one of the following situations:
 - i. genuine emergency situations or genuine welfare matters;
 - ii. to offer Employees additional hours; or
 - iii. in relation to a process under this Agreement.

- c) Employees are entitled to disengage from forms of technology that have a connection to the workplace such as work phones, emails, chat groups and social media; and
- d) are not required to monitor, read or respond to contact or attempted contact outside of their hours of work, including contact via emails, phone calls, apps, chat groups, or any other form of communication; subject to sub-clause 40b).
- e) This clause 40 does not apply to any period where the Employee are undertaking on-call shifts and/or in receipt of the on-call allowance in [clause 32](#)

41. OVERTIME

- a) Overtime is authorised where:
 - i. the Employee is required by the Employer to perform overtime;
 - ii. overtime is approved, usually in advance, either verbally or in writing by the Employer;
 - iii. The Employer requires the Employee to complete work that cannot reasonably be completed in their rostered shift; or
 - iv. the Employee has performed the overtime due to a demonstrable resident need that could not have been met by some other means and authorisation could not reasonably have been obtained in advance.
- b) Subject to clause [12\(f\)](#) in relation to part-time Health and Allied Employees, where a permanent Employee (with exception of the Director of Care) is authorised to work in excess of the ordinary hours set out below:
 - i. 8 hours on a day/morning or afternoon shift (where the employee is rostered for a shift of up to 8 hours); or
 - ii. the Employee's rostered shift on a day/morning or afternoon shift, provided that such shift is in excess of 8 hours and up to 10 hours in duration;
 - iii. 10 hours on a night shift; or
 - iv. 76 hours per fortnight
- c) Those excess hours will be considered as overtime and be paid as follows, calculated on the ordinary rate of pay:
 - i. Monday to Friday (inclusive): time and a half for the first two hours and double time thereafter;
 - ii. Saturday and Sunday (inclusive): double time; and
 - iii. Public Holidays: double time and a half.
- d) A shift which extends to afternoon or night shifts will attract shift allowance payments.
- e) Casual Nursing Employees and Casual Health and Allied Employees who work in excess of 10 hours per day or 76 hours per fortnight will be paid the following penalty rates (inclusive of the casual loading):
 - i. Monday to Saturday (inclusive): 187.5% for the first two hours and 250% thereafter;
 - ii. Sunday: 250%
 - iii. Public Holidays: 312.5%.
- f) Rest periods - affected by overtime (including Saturdays and Sundays)

- i. When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.
 - (1) An Employee (other than a casual Employee) who works so much overtime between the termination of their last previously rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have had at least ten hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until they have ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
 - (2) If on the instructions of their Employer such an Employee resumes or continues work without having had such ten hours continuously off duty they shall be paid at the rate of double time until they are released from duty for such rest period and they shall be entitled to be absent until they have had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
 - (3) In the event of any employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the employee to return to their place of residence the employer shall provide adequate transport free of cost to the employee.

g) Time Off in Lieu of Overtime

- i. In lieu of receiving payment for overtime worked in accordance with this clause, Employees may, with the consent of the Employer, be allowed to take time off, for a period of time equivalent to the period worked in excess of ordinary rostered hours of duty, plus a period of time equivalent to the overtime penalty incurred. Such time in lieu shall be taken as mutually agreed between the Employer and the Employee, provided that accrual of such leave shall not extend beyond a six-month period.
 - ii. Where such accrued time has not been taken within the six-month period, such time shall be paid in accordance with this clause at the rate of pay which applied on the day the overtime was worked.
 - iii. If, on termination of the Employee's employment, the Employee has not taken the time off accrued in lieu of overtime, the Employer must pay the Employee for the overtime at the rate applicable at the time the overtime was worked.
- h) For the purposes of this clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.

42. **DAYLIGHT SAVING**

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

43. **HIGHER DUTIES**

An 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.

44. DIRECTOR OF NURSING

- a) Multicultural Aged Care Services Geelong Inc will appoint a Director of Nursing (howsoever titled).
- b) A person appointed under subclause (a) must be a Registered Nurse.
- c) If the Director of Nursing is absent for more than five days, the employer will appoint a person acting as Director of Nursing.

45. AFTER HOURS NURSE IN CHARGE

- a) For the off-duty period of the Director of Nursing, a Registered Nurse will be rostered to be in charge of the facility to be titled the Registered Nurse In charge.
- b) The classification for the Registered Nurse in charge shall be Night Nurse in Charge or the applicable NUM (howsoever titled) rate whichever is the higher.
- c) No Registered Nurse in charge will be paid less as a result of the making of this Agreement.
- d) Where the Employer is unable to comply with this provision, despite every practical effort being made to comply, including the use of bank and agency Registered nurses, an Enrolled nurse shall be appointed to that shift and the provisions of [Clause](#) 34 shall apply. During such a shift a Registered nurse must be rostered on call and readily available to assist the Enrolled nurse.

46. FLEXIBLE WORKING ARRANGEMENTS

- a) Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES and Clause 65 of the Act.
- b) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
 - i. are the parent, or have responsibility for the care, of a child who is school aged or younger;
 - ii. are a carer (under the Carer Recognition Act 2010 (Cth));
 - iii. have a disability;
 - iv. are 55 years of age or older;
 - v. are experiencing family or domestic violence; or
 - vi. provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.
- c) The Employee is not entitled to make the request unless:
 - i. for an Employee other than a casual employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
 - ii. for a casual Employee – the Employee:
 - (1) is a long-term casual Employee of the Employer immediately before making the request; and
 - (2) has a reasonable expectation of continuing employment by the Employer on a

regular and systematic basis.

- d) The request must:
 - i. be in writing; and
 - ii. set out details of the change sought and of the reasons for the change.
- e) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.

PART 6 Leave and Public Holidays

47. ANNUAL LEAVE

- a) Quantum of annual leave – Nursing Employees
 - i. Nursing Employees (excluding casual employees) shall be entitled to 5 weeks of paid annual leave in respect of any 12 months' service. This leave entitlement is inclusive of the base NES annual leave entitlement and the additional week under the NES for a shiftworker as defined at sub-clause (ii) below.
 - ii. A shiftworker for the purposes of this clause and the additional week of annual leave provided for by the NES, is a Nursing Employee who:
 - (1) is regularly rostered over seven days of the week; and
 - (2) regularly works on weekends.
- b) Quantum of leave – Health and Allied Employees
 - i. Health and Allied Employees (excluding casual employees) shall be entitled to four weeks of paid annual leave in respect of any 12 months' service.
 - ii. A shiftworker for the purposes of the NES is defined as a Health and Allied Employee who is:
 - (1) Regularly rostered to work their ordinary hours outside the hours of 6am-6pm Monday to Friday (inclusive); and/or
 - (2) An Employee who works for more than four ordinary hours on 10 or more weekends.
- c) Such annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.
- d) Public holidays occurring during annual leave

If the period during which an Employee takes paid annual 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 on that public holiday.
- e) Effect of termination on annual leave

If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave and shall include leave loading.
- f) Taking of leave
 - i. Where practicable, two weeks' notice of the date from which an Employee shall commence their annual leave shall be given unless otherwise mutually agreed upon between the parties concerned.

- ii. The Employer will formally respond to leave requests (in writing) within 14 days;
 - iii. The Employer will not unreasonably refuse leave requests, and where a request is refused a reason will be provided.
- g) An Employee with an accrued annual leave entitlement can apply for annual leave at any time and such request will not be unreasonably refused by the Employer.
- h) Payment for leave
 - i. Employees shall receive their ordinary pay during all periods of annual leave and, before going on leave, shall be paid in advance for the period of such leave, if requested in writing.
 - ii. The weekly salary amount referred to in this sub-clause shall be increased in accordance with the wage increases as set out in clause 17(a);
 - iii. In addition to the ordinary pay as prescribed in (h)(i) all employees shall receive either:
 - (1) a loading of 17.5% calculated on the prescribed rate of salary provided such loading shall be on a maximum of 152 hours in respect of any year of employment; or
 - (2) in respect of each week of leave granted an amount comprising the following:
 - (A) shift work premiums according to roster or projected roster;
 - (B) Saturday, Sunday premiums according to roster or projected roster;
 - (C) in-charge allowances;
 - (D) allowances prescribed in the uniform and laundry allowance clause of this Agreement

whichever is the higher.
- i) Pay in lieu of an amount of annual leave
 - i. Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.
 - ii. The maximum amount of accrued paid leave that may be cashed out in any period of 12 months is two (2) weeks.
 - iii. Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than four (4) weeks; and
 - iv. Where an Employee forgoes an entitlement to take an amount of annual leave, the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone.
 - v. Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
 - vi. Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.
- j) Weekend work

In addition to the entitlement to annual leave as set out in clause 47(a), the following shall apply:

- i. A full-time registered nurse who is required to work and worked ordinary hours (as prescribed under [Clause 36](#) - Hours of Work) on week days and on weekends throughout the qualifying twelve months period of service shall be allowed an additional seven consecutive days leave including non-working days.
 - ii. A full-time registered nurse with twelve months continuous service so engaged for part of the qualifying twelve months period shall have the leave prescribed in subclause (a) increased by half a day for each month during which engaged as aforesaid.
 - iii. A full-time Enrolled nurse (other than a casual) who during the yearly period in respect of which their annual leave accrues is rostered as part of their ordinary duties on ten or more weekends for four hours or more, shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in this clause.
- k) Excessive Annual Leave
 - i. Where an Employee has accrued more than 200% of their annual entitlement to annual leave (excessive leave accrual), the Employee and Employer may seek to genuinely try to reach agreement on how to reduce or eliminate the excessive leave accrual. If agreement is not reached, the Employer may direct the Employee in writing to take one or more periods of paid annual leave. Such a direction:
 - (1) Is of no effect if it would result in the remaining accrued entitlement to be less than 6 weeks; and
 - (2) Must not require the employee to take paid annual leave of less than one week; and
 - (3) Must not require the employee to take a period of paid annual leave beginning less than 8 weeks, or more than 12 months, after the direction is given;
 - (4) Must not be inconsistent with any leave arrangement agreed upon by the employee and employer.
- l) Leave taken in advance
 - i. The Employer and the Employee may agree in writing to the Employee taking a period of annual leave before the Employee has accrued an entitlement to the leave.
 - ii. If, on termination of the employee's employment, the employee has not accrued an entitlement to all of a period of paid annual leave already taken, the employer may deduct from any money due to the employee on termination an amount equal to the amount that was paid to the employee in respect of any part of the period of annual leave taken in advance to which an entitlement has not accrued.

48. PERSONAL/CARERS LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro rata basis) but do not apply to casual employees.

a) Definitions

- i. The term immediate family is defined at [clause 7](#) of this agreement.

b) Access to paid personal leave

- i. Paid personal leave is available to an employee, when they are absent:
 - (1) due to personal illness or injury; or

- (2) to attend medical and health care appointments where the appointment cannot reasonably be accessed outside working hours. Medical and healthcare appointments are to include, but not be limited to, any appointment with a registered health practitioner, and an appointment with a counsellor or an alcohol, drug and gambling support service provider; or
 - (3) for the purposes of caring or supporting an immediate family or household member who requires the employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.
- c) The amount of personal leave to which a full-time employee is entitled depends on how long they have worked for the employer and accrues as follows:
 - i. An employee is entitled to the following amount of paid personal leave:
 - (1) 7 hours and 36 minutes, for each month of service in the first year;
 - (2) 106 hours and 24 minutes, in each of the second, third and fourth years of service;
 - (3) 159 hours and 36 minutes, in the fifth and following years of service.
 - ii. In respect of part-time employees, the entitlement shall be on a pro rata basis of time worked.
- d) Accrual of Personal Leave
 - i. The balance of Personal Leave entitlements which have not been taken in any year, shall be cumulative from year to year.
 - ii. To the extent that this agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.
- e) Personal leave to care for an immediate family or household member
 - i. An employee is entitled to use, in accordance with this sub clause, any accrued paid personal leave each year to care for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken in accordance with this clause is to be deducted from the amount of personal leave provided in this clause. Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. An employee cannot take unpaid carer's leave during a particular period if the employee could instead take paid personal/carer's leave.
 - ii. Where an employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for or support members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The employer and the employee shall agree on the period. In the absence of agreement, the employee is entitled to take up to two days (up to a maximum of 16 hours) per occasion, provided the evidentiary requirements are met.

- iii. The entitlement to use personal leave is subject to the employee providing care or support to the person concerned.
 - iv. The employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned and that the illness or injury is such as to require care or support by another. Provided that use of statutory declarations for the purpose of evidence of carer's leave shall only be accepted by the employer for absences of single days on no more than 3 occasions per year.
- f) Notification of absence
 - i. The employee must, where practicable, give the employer:
 - (1) notice prior to the absence of the intention to take leave,
 - (2) where taking leave to care for another person, the name of the person requiring care and their relationship to the employee,
 - (3) the reasons for taking such leave and
 - (4) the estimated length of absence.
 - ii. If it is not practicable for the employee to give prior notice of absence, the employee must notify the employer by telephone of such absence as soon as is reasonably practicable.
- g) Evidence supporting claim
 - i. In the event of an employee becoming ill or injured and certified as such by:
 - (1) a registered health practitioner; or
 - (2) In the event of an employee becoming unfit for duty due to personal injury or sickness; or
 - (3) on production of statutory declaration (not to be witnessed by a current staff member and on (not more than three occasions per year, each occasion to be one day); or
 - (4) An employee with a chronic health condition, can provide certification/evidence from a qualified health practitioner of the condition every 3 months;

the employee shall be entitled to be paid personal leave.
 - ii. Provided that any employee may be absent through sickness for one day without furnishing evidence of such sickness, on not more than three occasions in any one year of service.
- h) Termination of Employment while on Personal Leave

No employer shall terminate the services of an employee during the currency of any period of personal leave, with the object of avoiding obligations under this subclause.
- i) Carers' leave for pre-natal or parenting classes

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 shift of an employee, then on production of satisfactory attendance at such appointment or class, the employee may access their carers' leave under this Agreement. The employee must give the employer prior notice of the employee's intention to take such leave.

j) Make-up time

An employee may elect, with the consent of their employer, to work "make-up time", under which the employee takes time off ordinary hours, and works those hours at a later time, during the spread of ordinary hours provided in the Agreement.

49. **COMPASSIONATE LEAVE**

a) An employee is entitled to 3 days of compassionate leave for each occasion (a *permissible occasion*) in the following circumstances:

- i. when a member of the employee's immediate family, or a member of the employee's household contracts or develops a personal illness or injury that poses a serious threat to their life, or dies; or
- ii. when an employee's partner or child dies the leave entitlement is increased to 5 days.

b) An employee may take compassionate leave for a particular permissible occasion if the leave is taken:

- i. 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, referred to in subclause (a(i)); or
- ii. after the death of the member of the employee's immediate family or household referred to in subclause a(i).

c) An employee may take compassionate leave for a particular permissible occasion as a single continuous 3-day period; or 3 separate periods of 1 day each; or any separate periods to which the employee and the employer agree.

d) If the permissible occasion is the contraction or development of a personal illness, or the sustaining of a personal injury, the employee may take the compassionate leave for that occasion at any time while the illness or injury persists.

e) If, in accordance with this Clause, an employee, other than a casual employee, takes a period of compassionate leave, the employer must pay the employee at the employee's base rate of pay for the employee's ordinary hours of work in the period. For casual employees, compassionate leave is unpaid leave.

f) If required by the Employer, proof of such death or serious illness or injury shall be provided by the employee to the satisfaction of the Employer.

g) Unpaid compassionate leave

An employee may take unpaid compassionate leave by agreement with the employer.

50. **LONG SERVICE LEAVE**

a) Entitlement

- i. Employees shall be entitled to long service leave as here in after provided.
- ii. 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.
- iii. An employee shall have the following entitlement to long service leave:
 - (1) On the completion by the employee of ten years continuous service - four months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.

- (2) In addition, in the case of an employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the employee, an amount of long service leave equal to 1.73 weeks for each year of their service since the last accrual of entitlement to long service leave under (a)(iii)(1).
- (3) From 1 January 2025, an Employee (excluding a casual Registered Nurse) who has accrued at least seven years, but less than 10, continuous service with the Employer will be entitled to take a proportion of long service leave entitlement in advance – calculated at the rate of 0.8667 weeks per year of service. The leave may be taken at a time mutually agreed between the Employer and the Employee.
- (4) For removal of doubt, the entitlement to long service leave taken in accordance with this clause 50, at or after 10 years continuous service, will be reduced by any leave taken in sub-clause 50(a)(iii)(3).

b) Service entitling leave

- i Subject to this subclause service shall also include all periods during which an employee was serving in their Majesty's Forces or was made available by the employer for National Duty.
- ii Notwithstanding the provisions of s.22 of the Act, for the purposes of this Clause service shall be deemed to be continuous notwithstanding:
 - (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the employer and not covered by subclause (b)(ii)(2) to (b)(ii)(4).
 - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
 - (3) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
 - (4) any absence on account of injury arising out of or in the course of the employment of the employee for a period during which payment is made under the [Accident pay clause](#) of this Agreement.
 - (5) any leave of absence of the employee where the absence is authorised in advance in writing by the employer to be counted as service;
 - (6) –Community service leave as defined in the NES
 - (7) any interruption arising directly or indirectly from an industrial dispute;
 - (8) the dismissal of an employee, but only if the employee is re- employed within a period not exceeding two months after the dismissal;
 - (9) any absence from work of an employee for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy, surrogacy or adoption;
 - (10) in the case of a Registered Nurse, any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing

where the written approval of the employer is given;

(11) any other absence of an employee by leave of the employer, or on account of injury arising out of or in the course of their employment not covered by (b)(ii)(4) of this subclause.

- i. In calculating the period of continuous service of any employee, any interruption or absence of a kind mentioned in (b)(ii)(1) to (b)(ii)(6) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(ii)(7) to (b)(ii)(10) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
- ii. The employer shall keep or cause to be kept a long service record for each employee, containing particulars of service, leave taken and payments made.

c) 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 employment of the employer, the employer shall pay to such employee's personal representative a sum equal to the pay of such employee for 1.73 weeks for each year of service for 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.

d) Payment for period of leave

- i. Payment to an employee in respect of long service leave shall be made in one of the following ways:
 - (1) in full in advance when the employee commences their leave; or
 - (2) at the same time as payment would have been made if the employee had remained on duty; or
 - (3) in any other way agreed between the employer and the employee.
- ii. Where the employment of an employee is for any reason terminated before the employee takes any long service leave to which they are entitled or where any long service leave accrues to an employee the employee shall be entitled to pay in respect of such leave as at the date of termination of employment.

e) Taking of leave

- i. 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 a date as is mutually agreed.
- ii. Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
- iii. If the employer and an employee so agree:
 - (1) The first four months long service leave to which an employee becomes entitled under this Agreement may be taken periods of no less than one week.

f) Leave allowed before due date

- i. An employer may by agreement with an employee grant long service leave to the employee before the entitlement to that leave has accrued, provided that such leave

shall not be granted before the employee has completed seven years' service, unless the leave is being taken at an earlier time in accordance with clause 50 (a)(iii)(3) or(a)(iii)(4). Such a request for taking of leave before the due date shall not be unreasonably refused, considering operational requirements and already scheduled leave.

g) Definitions

i. For the purposes of this Clause the following definitions apply:

(1) "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 1 hereof at the time the leave is taken or (if the employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the employee's ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

(2) "Month" shall mean a calendar month.

h) Requests for alterations to payment and quantum of leave

i At the request in writing of the employee, and then by agreement of the Employer, Long Service Leave entitlements may be taken as double the quantum of leave at half pay.

ii Where the employee is considering making such a request, the employer recommends that the employee seek independent financial advice as to the relevant taxation implications, if any, prior to making such a request.

iii The Employer will provide to the employee in writing an indication of the payment and the tax payable as a result of the employee choosing double the leave at half pay prior to the request by the employee being finalised.

i) Transition to Retirement

i. Notwithstanding the above, an Employee who is 60 years or older who plans to retire in the next 24 months and who wishes to reduce their contracted hours, can apply to preserve their accrued long service leave hours at the number of hours currently worked for a period of not greater than 24 months.

ii. In the event the Employee decides not to retire within 24 months, all future long service leave taken or paid out beyond that 24 month period is paid at the number of hours being worked at the time leave is taken.

51. **PARENTAL LEAVE**

a) Employees are entitled to parental leave, in the event of the birth, surrogacy or adoption of a child, in accordance with the provisions of the *Act*, as amended from time to time.

b) Permanent employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:

i Nine 9 weeks paid primary carer/ adoption leave and two weeks paid secondary carer leave shall be given to any permanent employee who qualifies for parental leave under the provisions of the Agreement.

ii The amount of paid leave provided in this Agreement shall not be reduced in terms of its monetary value by the current entitlement to paid leave as set out in the Paid

Parental Leave Act 2010. For the avoidance of doubt the value of the paid parental leave provided under this Agreement will be in addition to the value of the legislated paid parental leave paid at the Federal minimum wage.

- iii The amount of paid primary carer/adoption leave will increase to ten (10) weeks from 1 July 2027.
- c) All Employer paid parental leave/partner leave will include superannuation payments.
- d) Paid special birth-related leave is available where a pregnancy terminates at or after the completion of 20 weeks' gestation, or the eligible employee gives birth but the baby subsequently dies.
- e) Unpaid special leave is available where an employee is unfit for work due to pregnancy related illness, or the pregnancy ends after a period of gestation of at least 12 weeks otherwise than by the birth of a living Child or a Stillbirth (an Employee may alternatively choose to use their personal leave entitlements or a combination). Where a pregnancy terminates more than 28 weeks from the expected date of birth of the Child, the Employee is to be entitled to access any paid and/or unpaid personal leave entitlements in accordance with the relevant personal/carer's leave provisions.
- f) In accordance with the provisions of s.73 of the Act, a female Employee shall be entitled to work during the six (6) week period before the estimated date of birth of the child, provided that if requested by the Director of Nursing or nominee, the Employee shall provide a statement from their medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the employee or the unborn child.
- g) In addition, the employee may take all accrued annual leave prior to a return to work from maternity and adoption leave and birth partner leave.
- h) Adoption leave includes permanent placement orders.
- i) Right to request
 - i. An Employee entitled to parental leave pursuant to the provisions of clause 51 may request the Employer to allow the Employee:
 - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
 - (2) to return from a period of parental leave on a part-time basis until the child reaches school age;
 - (3) to assist the Employee in reconciling work and parental responsibilities.
 - ii. The Employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable grounds related to the effect of the workplace or the Employer's business. Such grounds might include cost, lack of adequate replacement staff, loss of efficiency and the impact on customer service.
 - iii. Employee's request and the Employer's decision to be in writing made under (i) and (ii) must be recorded in writing.
- j) Request to return to work part-time

Where an Employee wishes to make a request under (i)(i)(3), such a request must be made as

soon as possible but no less than seven (7) weeks prior to the date upon which the employee is due to return to work from parental leave.

52. EXAMINATION LEAVE - Registered Nurses only

- a) Registered Nurses shall be entitled to three days paid leave in any one calendar year for the purposes of undertaking and/or preparing for examinations in a course of study. Leave entitlements pursuant to this Clause shall not accumulate from year to year.
- b) Entitlement to leave pursuant to subclause (a) shall be available to full-time and part-time Employees who are employed to work on average for three shifts or 22.8 hours per week.
- c) Entitlement to leave pursuant to subclause (a) shall be subject to an Employee having been employed by the particular establishment for twelve months immediately prior to taking of examination leave.
- d) Entitlement to leave pursuant to subclause (a) shall be granted for studies which are related to Classification in Grades duty requirements, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a tertiary institution.
- e) Entitlement to leave pursuant to subclause (a) shall be taken at a time that is mutually agreed between the employer and the employee. The employer shall not unreasonably withhold approval for such leave.

53. STUDY/ EXAMINATION/ CONFERENCE/ PROFESSIONAL DEVELOPMENT – NURSING AND HEALTH AND ALLIED EMPLOYEES

- a) Full time Employees with no less than 2 years continuous service with the employer shall be entitled to four (4) days paid study / examination /conference / professional development leave per calendar year for the purposes of attending courses/conferences and/or undertaking or preparing for examinations in a relevant course of study conducted by a recognized institution. Part time employees who work not less than four (4) shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.
- b) Leave entitlements pursuant to this clause shall not accumulate from year to year.
- c) Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.
- d) Leave under this clause is in addition to the existing examination leave entitlement for Registered Nurses as prescribed in [clause 52](#) of this Agreement.

54. PAID EMERGENCY SERVICES LEAVE

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 emergency situation arises that requires the attendance of the employee. This is in addition to Community Service Leave provided for by the NES.

55. DISASTER LEAVE

Up to 5 days of paid leave per annum is available to employees on an occasion where a disaster, such as floods or fire, has caused a loss of accommodation, impacting on their ability to attend the workplace.

56. **BLOOD DONORS LEAVE**

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

57. **JURY DUTY**

- a) Subject to the *Juries Act 2000* (Vic), an employee other than a casual employee, required to attend for jury service during their ordinary working hours shall be reimbursed by the employer an amount equal to the difference between the amount paid in respect of their attendance for such jury service and the amount of ordinary salary they would have received in respect of the ordinary time they would have worked had they not been on jury service.
- b) An employee shall notify their employer as soon as possible of the date upon which they are required to attend for jury service. Further the employee shall give their employer proof of their attendance at the court, the duration of such attendance and the amount received in respect of such jury service.

58. **FAMILY VIOLENCE LEAVE**

- a) General Principle
 - i. The Employer recognises that employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Therefore, the Employer is committed to providing support to staff who experience family violence.
 - ii. Understanding the traumatic nature of family and domestic violence, the Employer will support their employees if they have difficulties performing tasks at work. No adverse action will be taken against an employee if their attendance or performance at work suffers as a result of experiencing family and domestic violence. An employee will not be discriminated against or have adverse action taken against them because of their disclosure of, experience of, or perceived experience of, family violence
- b) Definition of Family Violence means violent, threatening or other abusive behaviour by a family member, as defined in [Clause 6 \(m\)](#) of an Employee that seeks to coerce or control the Employee and that causes them harm or to be fearful.
- c) General Measures
 - i. All personal information concerning family violence will be kept as confidential as possible in line with the Employer's policy and relevant legislation. No information concerning the family violence will be kept on an employee's personnel file without their express written permission. Notwithstanding anything in this clause, nothing prevents the Employer from disclosing information provided by an Employee if the disclosure is required by Australian law or is required to protect the life, health or safety of the Employee or another person.
 - ii. The employer will develop policy guidelines to supplement this clause which include:
 - (1) The process for an employee experiencing family violence to report such occurrence, including who the relevant contact points are.
 - (2) The appropriate action to be taken in the event that an employee reports family

violence;

- (3) Measures of individual support from the Employer available to an employee experiencing family violence;
- (4) Referral to the Employee Assistance Program (EAP);
- (5) The provision of a family violence resource pack;

d) Leave

- i. Any employee, including a casual employee, experiencing family violence will have access to 10 days per year of paid special leave for medical appointments, legal proceedings and other activities related to family violence. This leave will be in addition to existing leave entitlements and may be taken as consecutive or single days.
- ii. Paid family and domestic violence leave:
 - (1) is available in full at the start of each 12-month period of the employee's employment; and
 - (2) is paid at the employee's full rate of pay; and
 - (3) does not accumulate from year to year; and
 - (4) is not paid out on termination of employment.

e) Notice and Evidence Requirements

- i. Proof of family violence may be required and can be in the form of a document issued by the Police Service, a Court, a Doctor, District Nurse, Maternal Health Care Nurse and a Family Violence Support Service or Lawyer.
- ii. An employee must give the Employer notice of the taking of leave under this clause.
- iii. The notice:
 - (1) must be given to the Employer as soon as practicable (which may be a time after the leave has started); and
 - (2) must advise the Employer of the period, or expected period, of the leave.

59. **CEREMONIAL LEAVE**

- a) An employee who is required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 12 working days, 2 days of paid and 10 days of unpaid leave in any one year, with the approval of the employer.
- b) Ceremonial leave:
 - i. is available in full at the start of each 12-month period of the employee's employment; and
 - ii. is paid at the employee's full rate of pay; and
 - iii. does not accumulate from year to year; and
 - iv. is not paid out on termination of employment.

60. **GENDER AFFIRMATION LEAVE**

- a) The Employer encourages a culture that is supportive of transgender and gender diverse Employees and recognises the importance of providing a safe environment for Employees

undertaking gender transition or otherwise seeking to affirm their gender.

- b) Employees may affirm their gender or give effect to their gender transition in a number of different ways. Employees are not required to undergo or have undergone any specific type of procedure (such as surgery or hormone therapy) in order to access gender affirmation leave under this clause.
- c) Employees who identify as transgender and/or gender diverse are entitled to access gender affirmation leave for the purpose of undergoing essential gender affirmation or transition procedures.
- d) Essential gender affirmation procedures may include:
 - i. medical or psychological appointments; or
 - ii. hormonal appointments; or
 - iii. surgery and associated appointments; or
 - iv. appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
 - v. any other similar necessary appointment or procedure, as agreed with the Employer, to give effect to the Employee's transition.
- e) Gender affirmation leave may be taken as consecutive, single, or part days.
- f) An Employee is not required to have exhausted or otherwise utilised another type of leave before accessing gender affirmation leave.
- g) Gender affirmation leave will not accrue from year to year, and cannot be cashed out on termination of employment.
- h) Annual leave accrues when an Employee is utilising paid gender affirmation leave.
- i) An absence from work on paid or unpaid gender affirmation leave will count towards continuous service. Use of gender affirmation leave by an Employee will not break their continuous service.
- j) Amount of gender affirmation leave available
Full-time and part time Employees are to have access to:
 - i. up to 4 weeks (20 days) paid gender affirmation leave; and
 - ii. up to 48 weeks of unpaid gender affirmation leave.
- k) Casual employees are to have access to up to 52 weeks of unpaid gender affirmation leave.
- l) Use of the wording "up to" in this Clause j is not intended to imply there is discretion to limit the amount of leave to a quantity less than that provided in j(i.) and j(ii.). Where an Employee is eligible to access gender affirmation leave under this clause, they are entitled to utilise the full extent necessary for the procedure(s), up to the maximum quantities expressed in j(i.) and j(ii.).
- m) Notice and evidence requirements
 - i. An Employee seeking to access gender affirmation leave must provide the Employer with at least four (4) weeks' written notice of their intended commencement date and expected period of leave, unless otherwise agreed by the Employer.
 - ii. An Employee seeking to access gender affirmation leave may be required to provide suitable supporting documentation or evidence of their attendance at an essential gender affirmation or transition procedure. This may be in the form of a document

issued by a Registered Health Practitioner, a lawyer, a State, Territory or Federal government organisation, a State, Territory or Commonwealth statutory declaration, or other suitable supporting documentation.

- iii. An Employee is not required to:
 - (1) provide extensive detail as to what gender affirmation procedures are being undertaken;
 - (2) supply sensitive personal information in supporting documentation; beyond confirmation of intention to engage in gender affirmation procedure/s provided by way of evidence as at (m.) above.

61. PUBLIC HOLIDAYS

- a) An employee shall be entitled to be absent from work on a public holiday, without loss of pay, on the following days:
 - i. New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day; and
 - ii. The following days, as prescribed in the relevant States and localities:
 - (1) Australia Day, Anzac Day, Monarch's Birthday, AFL Grand Final Eve and Labour Day; and
 - (2) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.
- b) Holidays in lieu (Full time Monday to Friday employees and/or part-time employees engaged to work in services that operate only on a Monday to Friday basis)
 - i. When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
 - ii. When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
 - iii. When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- c) All other employees, including casuals:
 - i. Christmas Day shall be observed on 25 December
 - ii. Boxing Day shall be observed on 26 December
 - iii. New Year's Day shall be observed on 1 January
 - iv. When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- d) Where in a State or locality, public holidays are declared or prescribed on days other than those set out in (a) and (b) above, those days shall constitute additional holidays for the purpose of this Agreement.
- e) Payment for work on Public Holidays
 - i. For all work performed on a public holiday, the following rates shall apply, calculated at the ordinary hourly rate of pay and inclusive of casual loading:

- (1) Part-Time and Full-Time Registered Nurses: another half day off in lieu thereof and an additional half ordinary day's pay or an additional sum equal to a day's ordinary pay for that day.
 - (2) Full-time and part-time Enrolled Nurses and Health and Allied Employees: 250%
 - (3) Casual Nursing Employees: 250%
 - (4) Casual Health and Allied Employees: 275%.
- f) In respect of Easter Saturday, a full-time Enrolled Nurse or a Health and Allied Employee (excluding casual Health and Allied Employees) who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the employee may take one day off in lieu or have one day added to their annual leave.
- g) Public holidays occurring on rostered days off (Full-time Employees only)
 - i. Any Registered Nurse 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-Friday employees.
 - ii. If such a day falls on an Enrolled Nurse's rostered day off, or a Health and Allied Employee's rostered day off, they shall be entitled to one and a half times the payment for their ordinary day; or where there is mutual consent, within four weeks following the date on which such holiday occurred the employee may take a day and half off in lieu or have a day and a half added to their annual leave.
- h) Part-time employees
 - i. A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday unless he/she is required to work on the public holiday, notwithstanding the following:
 - (1) In determining whether a part-time employee who works a variable roster is entitled to receive public holiday penalty rates for a particular public holiday not worked, the Employer will determine this by reviewing the roster pattern of the individual over the preceding six months. If the rosters show that the employee has worked 50% or more of the days on which a particular public holiday falls, the employee shall be entitled to receive the 'rostered off' benefit for that public holiday.
 - (2) For the purposes of this clause the 'rostered off' benefit shall be calculated by adding together the hours worked by the employee on the particular day of the week on which the public holiday falls over the immediately preceding six months and averaging those hours in respect of those days worked by the employee.
 - i) For the avoidance of doubt, shift allowances are payable for all rostered hours worked on a public holiday.

PART 7 Other Matters

62. LETTER OF APPOINTMENT & SERVICE AND TRAINING CERTIFICATE

- a) Each employee, other than a casual employee, shall receive a Letter of Appointment, as specified in Appendix 2, stating the place of work, their weekly hours, classification, job title, name of

applicable industrial instruments (e.g. the Agreement).

- b) Nothing in this clause shall limit the ability of a part time employee to agree to work additional shifts at ordinary rates, save for any other limits prescribed by this Agreement.
- c) Upon termination of employment, howsoever occurring, the Employer shall provide, upon request from the Employee, a Service and Training Certificate, as specified in Appendix 2, detailing the following:
 - i. The Employee's classification at the time of termination,
 - ii. The period of the Employee's service,
 - iii. The relevant contact point at the Employer to verify the information contained in the certificate.
- d) Upon commencement of employment, the Employer will accept a Service and Training Certificate from the employee for the purpose of determining the appropriate classification, subject to the following:
 - i. The Employee providing the Employer with a copy of the Certificate,
 - ii. The issuing Employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

63. MANAGING CONDUCT AND PERFORMANCE

- a) Wherever appropriate, disciplinary action will only be taken after the performance, conduct or behaviour of an employee has been addressed with that employee in accordance with the Employer's relevant Policy which will include key steps and requirements of an investigation.
- b) Where disciplinary action may be necessary, the Employer shall notify the employee of the reason(s) in writing and the employee will be given an opportunity to respond to these reasons. In the event that the Employee's explanation is deemed by the Employer to be unsatisfactory, a first warning may be issued. This warning will be recorded on the Employee's personnel file.
- c) If there are further performance or conduct issues, the Employee will again be notified in writing of the matter and an explanation requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- d) In the event of further performance or conduct issues, the Employee will again be notified in writing of the matter and an explanation requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- e) In the event of further performance or conduct issues, then the Employee may be terminated after the matters have been investigated and an explanation sought from the Employee.
- f) Notwithstanding the above process, for serious matters pertaining to conduct or performance the Employer may also issue a "final warning" in the first instance. A "final warning" shall be such that the Employee is notified that in the event that there are further performance or conduct issues the Employee may be terminated. Further, summary dismissal of an Employee may still occur for acts of "serious misconduct".
- g) During all steps in the Conduct and Performance Management, the Employee has the right to representation of their choice. The Employer may be represented by the representative of their choice.
- h) Records relating to disciplinary procedures will be disregarded where a continuous period of 12

months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.

- i) This clause shall not apply:
 - i. to casual Employees;
 - ii. until the Employee has completed a period of employment with the Employer of at least six months.

64. **WORKLOAD MANAGEMENT**

- a) The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.
- b) To ensure that employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - i. In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - ii. If a solution still cannot be identified and implemented, the matter should be referred to the Residence Manager for further discussion.
- c) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected employees.
- d) Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s.
- e) Resolution of workload issues should be based on the following criteria including but not limited to:
 - i. Clinical assessment of residents' needs;
 - ii. The demand of the environment such as Residence layout;
 - iii. Statutory obligations (including, but not limited to, work health and safety legislation);
 - iv. Reasonable workloads (such as rostering arrangements);
 - v. Accreditation standards; and
 - vi. Budgetary considerations.
- f) If the issue is still unresolved, the employee/s may advance the matter through [Clause 9 \(Dispute Resolution Procedure\)](#).

65. **IN SERVICE EDUCATION AND TRAINING**

- a) All employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every employee must attend training required to meet statutory responsibilities including but not limited to:
 - i. fire and emergency training;
 - ii. manual handling training;
 - iii. infection control; and

- iv. food handling provided by the employer in each 12-month period or as required.

66. E-LEARNING

- a) The employer may require employees to complete core modules through e-learning and will pay employees for the approved time taken to complete this training.
- b) The Employer will ensure sufficient equipment and resources is available to Employees at their workplace for any e-learning to be completed.
- c) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the Department Manager and the agreement of the employee, modules can be completed outside of working hours.
- d) The employer will allocate an amount of time for the completion of each core module. When an employee completes a module outside of working hours, the employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module and such time shall not be counted as “time worked” for the purposes of determining any overtime payments regardless of their location. Any E-learning hours completed with approval, outside the Employee’s ordinary hours which exceeds 6 hours per calendar year will be paid at the applicable overtime penalty rate.
- e) Where an employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save automatically) and bring this to the attention of their manager. The manager will take steps to ensure the employee is able to complete the training by:
 - i. arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - ii. approving payment for additional time required to complete the module outside working hours. If an employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and / or
 - iii. taking steps to assist the employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

67. WORKPLACE HEALTH AND SAFETY

- a) MACS is committed to a pro-active approach in the prevention and management of workplace injuries, and to the achievement of a reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices. The Employer will implement the hierarchy of controls to control hazards, and will eliminate the hazard at the source wherever practicable.
- b) MACS is committed to the observance of safe working practices, the correct use of all personal safety equipment and to the safety and good health of all workplace participants.
- c) The provisions of this Agreement will be read and interpreted in conjunction with the OHS Act as varied from time to time and the WIRC Act as varied from time to time, provided that where there is any inconsistency between a provision of this agreement and the aforementioned Victorian Acts, the Victorian Acts will prevail to the extent of any inconsistency.
- d) The Employer recognise that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment for health and allied services Employees. To this end, the Agreement recognises that Employers and Employees must cooperate to control and manage health and safety hazards in the workplace. Hazards include, but are not exclusive to:

- i. manual handling;
- ii. biological hazards, or exposure to pathogens;
- iii. needle stick injuries;
- iv. violence and aggression;
- v. hazardous substances;
- vi. security
- vii. ergonomic hazards including those associated with office or administrative duties;
- viii. psychological hazards, including stress and burn out.

68. PREVENTION AND MANAGEMENT OF OCCUPATIONAL VIOLENCE AND AGGRESSION

- a) The Employer considers that Occupational Violence and Aggression prevention is a priority to reduce the incidence of workplace injury and illness. Cultura will take a pro-active approach to the prevention and management occupational violence and aggression and workplace injuries so far as reasonably practicable, and to the reduction in workplace injuries through the implementation of risk management systems incorporating hazard identification, risk assessment and control, and safe work practices through the Occupational Violence and Aggression Policy.

69. USE OF TELEPHONES FOR WORK PURPOSES

- a) Unless by agreement with the Employer, Employees are not to be required to use their own mobile phone for work purposes.
- b) Where an Employee is required to use a mobile phone for work purposes, and is not provided with a mobile phone for use at no cost to the Employee, the Employer will reimburse the cost of the employee maintaining that phone or pay the Employee a daily telephone allowance.
- c) Employees are not to be required to install any applications on their personal mobile phones which track the Employee's location.

SCHEDULE 1 – EMPLOYMENT CLASSIFICATIONS

ENROLLED NURSES

Enrolled Nurse shall mean a person who has a current practising certificate issued by Australian Health Practitioner Regulation Agency (“AHPRA”) entitling them to practice as an Enrolled Nurse.

Enrolled Nurse Level 2 (EN2)

- a) From the date this Agreement comes into operation, EN Level 2.1 is the entry to practice rate for the first year of experience of an Enrolled Nurse who holds an AHPRA approved Diploma of Nursing qualification without prior experience as an Enrolled Nurse. On completion of each year of experience (as defined at [Clause 6\(o\)](#)) thereafter the employee will progress to the next increment up to and including EN 2.5.
- b) EN 2.1 to 2.5 inclusive also apply to an Enrolled Nurse who holds an AHPRA approved qualification in administration of medicines with an Administration of Medication Scope of all five routes.
- c) Progression –An EN2 will progress through the increments on completion of a year of experience as defined at [Clause 6](#).

DIVISION 1 REGISTERED NURSES

Grade 1

A registered nurse in their first year of experience following registration as a Registered Nurse with the Nursing and Midwifery Board of Australia.

Grade 2

A registered nurse in the second and subsequent years of experience as a Registered Nurse and not elsewhere classified.

Grade 3A

A Registered Nurse appointed and paid as such.

Associate Charge Nurse - a Registered Nurse who is appointed as such and who, within the guidelines and practices established by the Charge Nurse, assists in the overall clinical and administrative management of a ward or unit and deputises for the Charge Nurse when required within these limits.

Grade 3B

A Registered Nurse appointed as a Residential Aged Care Facility Assistant Administrator Level 2 (less than 61 beds) and paid as such. A registered nurse appointed as such who assists a Residential Aged Care Facility Administrator Level 1 or Level 2 as the case maybe.

Clinical Nurse Specialist

A registered nurse appointed to the grade with either specific post basic qualifications and 12 months' experience working in the clinical area of their specified post basic qualification, and is responsible for clinical nursing duties, or minimum of four years' post basic registration experience, including three years' experience in the relevant specialist field.

Grade 4(A/B)

A Registered Nurse appointed as a Charge Nurse/ Unit Manager.

A Registered Nurse appointed as a Residential Aged Care Facility Assistant Administrator Level 1 (61 beds or more) and paid as such. A registered nurse appointed as such who assists a Residential Aged Care Facility Administrator Level 1 or Level 2 as the case maybe.

Education Co-ordinator: A Registered Nurse appointed as an Education Co-ordinator however styled

and has responsibility for education services.

Grade 5

- a) A Registered Nurse appointed as a Residential Aged Care Facility Administrator Level 2 (61 beds or more) and paid as such who works without supervision and has responsibility for administrative arrangements, notwithstanding that they may be accountable to the Chief Executive Officer/Director of Nursing. Responsibilities include complying and ensuring the compliance of others, with the Aged Care Act 1997; management of the budget or aspects of the budget of the residential aged care facility; providing leadership, direction and management of the Residential Aged Care Facility in accordance with relevant organisational policies, objectives and goals. (Level 2 applies to appointees who work without supervision and have total responsibility for administrative arrangements, notwithstanding they may be accountable to a Committee of Management or Proprietor.)
- b) A Registered Nurse appointed as a Night Nurse in Charge a Registered Nurse appointed as such to be in charge of the facility in the off-duty periods of the DON.
- c) A Registered Nurse appointed as such with responsibilities for education.
- d) A Registered Nurse appointed as Quality Manager/Manager however styled and has responsibility for quality services.
- e) A Registered Nurse appointed as a Clinical Care Coordinator who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility (but does not have managerial responsibilities) in addition to care/lifestyle planning oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and who performs duties which substantially include, but are not confined to:
 - i. providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or
 - ii. providing clinical leadership and role modelling for less experienced and non-registered staff; and/or
 - iii. implementation and evaluation of education or staff development programs relevant to the residential aged care facility.

Grade 6

A Registered Nurse appointed as Deputy Director of Nursing and paid as such.

A Registered Nurse appointed as such and who deputises for the Director of Nursing and assists in nursing administration.

Grade 7

- a) A Registered Nurse appointed as Director of Nursing and paid as such.
- b) A Registered Nurse appointed as the principal nursing executive officer, however styled, and who is responsible for the overall managerial, professional, clinical and regulatory aspects of the nursing service (notwithstanding that a Residential Aged Care Facility Clinical Care Coordinator might also be appointed) and who performs duties which may include, but are not confined to:
 - i. accountability for the standards of nursing practice for the residential aged care facility and for co-ordination of its nursing service;
 - ii. participating in or having principal responsibility for the management of the residential aged care facility or part thereof, and being accountable for the development and evaluation of nursing policy and management;

- iii. providing leadership, direction and management of the residential aged care facility in accordance with relevant organisational policies, objectives and goals;
- iv. management of the budget or aspects of the budget of the residential aged care facility;
- v. responsibility for ensuring that the nursing service meets the changing needs of residents, organisational aims and objectives through proper strategic planning;
- vi. complying and Ensuring the compliance of others, with the *Aged Care Act 1997* and other legal requirements pertaining the nursing service of the residential aged care facility.

Nurse Education definitions

- a) Principal Teacher – a Registered Nurse (holding a Diploma in Nursing Education or qualification acceptable to the employer) appointed as such to be responsible to the Director of Nursing (as defined) for the administration of a school of nursing and for the overall planning, organisation and implementation of nursing education programmes.
- b) Deputy Principal Teacher – a Registered Nurse (holding a Diploma in Nursing Education or a qualification acceptable to the employer) appointed as such and who deputises for the Principal Teacher and is also responsible for an area/areas of administration and teaching.
- c) Teacher – a Registered Nurse appointed as such, employed to teach the theory and practice of nursing.
- d) Teacher – Course/Phase/In-service continuing education: a Registered Nurse appointed as such, employed to teach the theory and practice of nursing and who has administrative and educational responsibilities including curriculum development (additional to those of "Teacher" [as defined]):
 - i. Coordinators of Nurses Board of Victoria approved courses; or
 - ii. Co-ordinators of major phases of the general nurse program (however styled); or
 - iii. Co-ordinators of in-service continuing education (staff development) programs.

Residential Aged-Care Facility definitions

Residential Aged Care Facility - means a facility in which residential aged care is provided pursuant to the *Aged Care Act 1997* (Cth) but excludes public sector institutions.

Health and Allied Services

ADMINISTRATION STREAM

Level 3 - Administration Assistant

Award Mapping: Aged Care Award Level 3

Experience

Employees at Level 3 perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility

Work within this level is performed under routine supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures.

Employees at this level are responsible for their own work. Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

- reception duties and in addition responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services, and/or where presentation, and use of interpersonal skills are a key aspect of the position;

- operation of computerised telephone equipment, personal computer, printing and scanning devices;
- word processing, copy typing and audio typing;
- make appointments, organise meeting rooms, including conference calls and equipment;
- provide general advice and information on the organisation's products and services, e.g. front counter/telephone;
- enter and retrieve data;
- assisting with day-to-day compliance such as infection control, signing in visitors, etc.

Indicative roles at this level: Administration Assistant, Receptionist

Level 4 - Administration Officer

Award Mapping: Aged Care Award Level 4

Experience

Employees at Level 4 are required to have completed a Certificate III level qualification Business Administration or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under routine supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 3 employee:

- provide information on the organisation's products and services; respond to customer /public / supplier problems within own functional area utilising a high degree of interpersonal skills;
- provide multiple services to residents (including service advice for a range of products or services, and difficult complaint enquiries);
- utilise computer software packages to either:
 - create new files and records;
 - maintain computer-based records management systems; and
 - identify and extract information from internal and external sources
- make appointments; screen telephone calls; respond to invitations; organise internal meetings; establish and maintain reference lists/personal contact systems; and

Level 5 – Senior Administration Officer

Award Mapping: Aged Care Award Level 5

Experience

Employees at Level 5 are required to have completed a Certificate IV level qualification (e.g. Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed autonomously under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously and prioritising their own work within established policies, guidelines and procedures.

Employees at this level have a substantial level of accountability and responsibility. Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level employees will have supervisory responsibilities for employees reporting to the position, including; on the job training, work allocation, rostering, guidance and performance management.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 4 employee:

- apply knowledge of organisation's objectives and general understanding of the industry;
- provide reports for management in any or all of the following areas:
 - account/financial;
 - human resources and rostering;
 - legislative requirements; and
 - other company activities.
- escalate salary and payroll enquiries;
- responsible for making decisions in relation to specific, complex customer enquiries, taking responsibility for the outcomes of customer contact and resolving complex situations;
- communicate with residents on a regular basis to ensure that services meet their needs, issues are addressed in a timely manner and formal comments are dealt with professionally and efficiently;
- may assist with supervision of others;
- responsible for ensuring that relevant quality and customer service standards of the employer are observed; and
- assist with coordination of day-to-day compliance such as zipline, infection control, signing in visitors, vaccination certificates, etc.

Indicative roles at this level: Senior Administration Officer

Level 6 – Administration Coordinator (until 1 Jan 2025)

Award Mapping: Aged Care Award Level 6

Experience

Employees at Level 6 are required to have completed a Diploma level qualification (e.g. Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of prioritising their own work within established policies, guidelines and procedures.

Employees at this level have a substantial level of accountability and responsibility. Employees may be required to assist in the review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 5 employee. Manage the administrative and customer service functions including:

- apply knowledge of organisation's objectives and general understanding of the industry;
- provide timely and accurate reports for the below administrative functions:
 - site's account/financial requirements;

- human resources and rostering;
- legislative requirements;
- resident admission functions;
- maintain and update accurate evidence for Aged Care Quality & Safety Standards compliance;
- participate in auditing and review processes in order to improve and maintain service delivery, including Quality & Safety System Support;
- responsible for making decisions in relation to specific, complex customer enquiries, taking responsibility for the outcomes of customer contact and resolving complex situations;
- the coordination of day-to-day compliance such as recording of employee time and attendance, infection control screening, signing in visitors, sighting vaccination certificates.
- Oversee the site employee rostering including:
 - coordination of rolling fortnightly rosters, shift swaps and staff changes, ensuring all shifts are filled in a timely manner;
 - coordination of buddy shifts for new staff, liaising with the People and Culture team and Program Area Coordinators as required;
 - ensure rostering practices and procedures meet all required Industrial and Legislative requirements;
 - liaison with employees to build a positive relationship to optimise resources; and
 - utilisation of rostering platforms.

Indicative roles at this level: Rostering Coordinator

Level 7 – Administration Manager (Level 6 from 1 Jan 2025)

Award Mapping: Aged Care Award Level 7

Experience

Employees at Level 7 are required to have completed an Advanced Certificate or Associate Diploma level qualification (e.g. Business Administration) or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed autonomously under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously and prioritising their own work and the work of others within established policies, guidelines and procedures.

Employees at this level have a substantial level of accountability and responsibility. Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level employees will have supervisory responsibilities for employees reporting to the position, including; on the job training, work allocation, rostering, guidance and performance management.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 6 employee. Manage the administrative and customer service functions including:

- apply knowledge of organisation's objectives and general understanding of the industry;
- manage and provide timely and accurate reports for the below administrative functions:
 - site's account/financial requirements;
 - human resources and rostering;
 - legislative requirements;
 - resident admission functions;
 - maintain and update accurate evidence for Aged Care Quality & Safety Standards compliance;

- participate in auditing and review processes in order to improve and maintain service delivery, including Quality & Safety System Support;
- participate in the analysis of trends, evaluations and action of outcomes (e.g. financial, compliments and complaints etc.);
- coordinate the site volunteer program and
- administration / personal assistance support to the Manager as required
- responsible for making decisions in relation to specific, complex customer enquiries, taking responsibility for the outcomes of customer contact and resolving complex situations;
- provide leadership and supervision of the day-to-day activities of the staff reporting to their position, including work allocation, rostering, guidance, training and performance management; and
- the coordination of day-to-day compliance such as recording of employee time and attendance, infection control screening, signing in visitors, sighting vaccination certificates.
- Oversee the site employee rostering including:
 - coordination of rolling fortnightly rosters, shift swaps and staff changes, ensuring all shifts are filled in a timely manner;
 - coordination of buddy shifts for new staff, liaising with the People and Culture team and Program Area Coordinators as required;
 - ensure rostering practices and procedures meet all required Industrial and Legislative requirements;
 - liaison with employees to build a positive relationship to optimise resources; and
 - utilisation of rostering platforms.

CARE STREAM

Care Stream Employee Studying Nursing

An Employee studying a qualification to become a registered EN or RN with NMBA, will commence at Level 2 PCW (Cert III) after successful completion of the first practical placement of the course and assessed to meet the criteria of the Level 2 PCW role. The employee must provide suitable documentary evidence of their placement to the employer.

Personal Care Worker Grade 2 (Qualified)

Award Mapping: Aged Care Award Direct Care Level 3 & Aged Care Award Direct Care Level 4 (from 1 Jan,2025)

Experience

Employees at Grade 2 are required to have completed a Certificate III level qualification such as the Certificate III Individual Support, Ageing or equivalent relevant qualification.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- under supervision, provide assistance to more senior employees in attending to the personal care needs of residents, with particular emphasis on those residents requiring extra help due to specific physical limitations or frailty;
- provision of manual handling to assist residents with daily tasks;

- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care;
- supervise daily hygiene of residents (e.g. showers or baths, shaving, cutting nails);
- assist residents with their aids (e.g. put on surgical/support stockings, tens machine);
- must be deemed competent, if required to assist with the administration of medication.
- report changes in residents' circumstances, requiring a higher level knowledge of common health conditions, to more senior staff members in a timely and proactive manner; and
- may need to assist residents with financial transactions in accordance with relevant employer Policies and Procedures
- advocate for residents' wellbeing and care through exceptional customer service and collaboration between residents, families, and the home's care team;
- enables high quality care and support to residents in all aspects of their daily living;
- Champion of best practice person centred approaches to care collaboratively;
- maintain a schedule of proactive checking in to ensure residents are comfortable, and individual needs being addressed;
- share knowledge and skills with colleagues and mentor new staff;
- enhance residents' wellbeing and care through building relationships with residents and their families; and
- ensure call bells and other requests by residents and families are met.

Personal Care Worker (Senior)

Award Mapping: Aged Care Award Direct Care Level 4, Aged Care Award Direct Care Level 4 (from 1 Jan 2025)

Experience

Employee progression to PCW (Senior) is dependent on the employee possessing a relevant Certificate III level qualification such as a Certificate III in Individual Support, Ageing and 4 years (calendar years) post-qualification experience in aged care or home and community support.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 2 employee:

- under supervision, provide assistance to more senior employees in attending to the personal care needs of residents, with particular emphasis on those residents requiring extra help due to specific physical problems or frailty;
- provision of manual handling to assist residents with daily tasks;
- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care;
- must be deemed competent and required to assist with the administration of medication;
- supervise daily hygiene of residents (e.g. showers or baths, shaving, cutting nails);
- assist residents with their aids (e.g. put on surgical/support stockings, tens machine); and
- report changes in residents' circumstances, requiring a higher-level knowledge of common health conditions, to more senior staff members in a timely and proactive manner;
- advocate for residents' wellbeing and care through exceptional customer service and collaboration between residents, families, and the home's care team;
- enables high quality care and support to residents in all aspects of their daily living;

- maintain a schedule of proactive checking in to ensure residents are comfortable, and individual needs being addressed;
- share knowledge and skills with colleagues and mentor new staff;
- enhance residents' wellbeing and care through building relationships with residents and their families; and
- ensure call bells and other requests by residents and families are met.

Level 4 – Personal Care Worker Grade 3

Award Mapping: Aged Care Award Direct Care Level 5 & 6, Aged Care Award Direct Care Level 5 (from 1 Jan 2025)

Experience

An employee appointed to this role is required to hold a Certificate IV level qualification such as a Certificate IV in Individual Support (Ageing) or equivalent relevant qualification and specialist skills and experience required to work at the PCW Grade 3 level.

Employees are appointed to Level 4 by appointment depending on their experience and qualifications, by a selection process.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously and prioritising their own work within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to contribute to the development of policy initiatives and business strategies.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- develop non-clinical aspect of plans in relation to resident care, as required
- manage the quality management framework to ensure care standards are met
- coordinate the planning and implementation of care services which provides resident focussed quality care services
- promote a culture of service delivery that aims to improve the lifestyle experiences of residents
- participate in and contribute to the strategy formulation, business and care planning processes as pertains to area of responsibility
- resolve issues which may have a detrimental effect on achieving agreed targets/plans and resident outcomes
- must be deemed competent in and be rostered or willing to assist in the administration of medications.
- ensure resident records, incidents and complaints are documented and maintained correctly and participate in any investigations as required

LIFESTYLE STREAM

Level 3 – Lifestyle Assistant (Qualified)

Award Mapping: Aged Care Award Direct Care Level 4 (till 31 Dec 2024) Aged Care Award Direct Care Level 3 (from 1 Jan 2025)

Experience

Employees at Level 3 are required to have completed a Certificate III level qualification in leisure and lifestyle or diversional therapy or equivalent relevant qualification.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- assist with the planning and implementation of lifestyle enhancement programmes
- assist residents to prepare for lifestyle activities
- assist residents to participate in lifestyle activities, including assisting with mobility
- deliver lifestyle and leisure services and related client/resident enhancement programmes
- adapt lifestyle activities to suit the physical and cognitive capability of each individual in accordance with the care plan.
- identify and report changes in residents' circumstances and capacity to more senior staff members
- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care; and
- report changes in residents' circumstances, requiring a higher-level knowledge of common health conditions, to more senior staff members in a timely and proactive manner.

Level 4 –Lifestyle Assistant (Senior)

Award Mapping: Aged Care Award Direct Care Level 3 (till 31 Dec 2024) Aged Care Award Direct Care Level 4 (from 1 Jan 2025)

Experience

Employee progression to Level 4 is dependent on the employee possessing a relevant Certificate III level qualification such as a Certificate III in in leisure or diversional therapy and 4 years (calendar years) post-qualification experience in aged care or home and community support.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

- assist with the planning and implementation of lifestyle enhancement programmes
- assist residents to prepare for lifestyle activities
- assist residents to participate in lifestyle activities, including assisting with mobility
- deliver lifestyle and leisure services and related client/resident enhancement programmes
- adapt lifestyle activities to suit the physical and cognitive capability of each individual in accordance with the care plan.
- identify and report changes in residents' circumstances and capacity to more senior staff members
- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care; and
- report changes in residents' circumstances, requiring a higher-level knowledge of common health conditions, to more senior staff members in a timely and proactive manner.

Level 5 – Lifestyle (Specialist)

Award Mapping: Aged Care Award Direct Care Level 5 and 6 (till 31 Dec 2024) Aged Care Award Direct Care Level 5 (from 1 Jan 2025)

Experience

An employee appointed to this role is required to hold a Certificate IV level qualification such as a Certificate IV in leisure or diversional therapy or equivalent relevant qualification and specialist skills and experience required to work at the Specialist Level.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously and prioritising their own work within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to contribute to the development of policy initiatives and business strategies.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- assist in the development and implementation of the Lifestyle program.
- engage with residents to design and implement individual Diversional Therapy Plans
- liaise with Registered Nurses and/or other relevant staff to understand the varying clinical needs and restrictions
- observe resident responses to programs, reports notable findings to Clinical and/or other relevant staff and ensure necessary changes are made
- continually evaluate resident plans and incorporate new approaches and strategies as appropriate
- manage the activities budget and coordinate appropriate resources and equipment as necessary
- assist with resident personal care needs to the extent necessary to ensure safety, comfort and the satisfactory completion of planned programs
- participate in Diversional Therapy related policy and procedure formulation and improvement.
- establish and maintain an appropriate volunteer program to assist with Leisure and Lifestyle Programs

Level 6 – Lifestyle Team Leader

Award Mapping: Aged Care Award Direct Care Level 7 (till 31 Dec 2024) Aged Care Award Direct Care Level 6 (from 1 Jan 2025)

Experience

A level 6 employee is required to hold a Certificate IV level qualification such as a Certificate IV in leisure or diversional therapy or equivalent relevant qualification or experience.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously and prioritising their own work and the work of others within established policies, guidelines and procedures. Employees at this level have a substantial level of accountability and responsibility.

Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level, employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- develop and oversee a Lifestyle program.
- mentor and lead the Lifestyle Team in the delivery of this program
- engage with residents to design and implement individual Diversional Therapy Plans
- liaise with Registered Nurses and/or other relevant staff to understand the varying clinical needs and restrictions
- observe resident responses to programs, report notable findings to Clinical and/or other relevant staff and ensure necessary changes are made
- continually evaluate resident plans and incorporate new approaches and strategies as appropriate
- ensure compliance with accreditation outcome in relation to the Leisure and Lifestyle Program
- manage the activities budget and coordinate appropriate resources and equipment as necessary
- formulate Diversional Therapy related policy and procedure formulation and improvement
- establish and maintain an appropriate volunteer program to assist with Leisure and Lifestyle Programs
- provide Diversional Therapy supervision and support to Activities Officers and other staff involved in Leisure and Lifestyle Programs as required
- the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer based records system; and
- order consumables and routine stock items used in domestic support areas.

HOSPITALITY STREAM

Level 2 – Hotel Services Officer (Level 3 from 1 Jan 2025)

Award Mapping: Aged Care Award Level 2

Experience

Employees at Level 2 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established routines, methods and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer;
- preparation of ingredients for cooking;
- preparation of food items that don't require cooking, for example preparation of sandwiches and salads;
- undertake basic cooking of meals and food items, not requiring a trade level qualification;
- assist more senior level cooks and chefs in cooking a range of meals, under their general supervision;
- reheat food as required to prepare meals;
- freeze and preserve foods, where appropriate;

- portion, present and serve food;
- serving food and beverage to residents in line with their dietary profiles; and
- preparation of food to meet special dietary requirements.

Housekeeping

- responsible for the overall cleanliness of their area of the facility and the operations of the laundry;
- general cleaning, using industrial cleaning chemicals, vacuum cleaners, carpet extractors, polishers, cloths, mops, scrubbing brushes, commercial scrubbers or other similar products/equipment;
- cleaning duties using specialised equipment and chemicals for more specialised purposes;
- laundering, pressing/ironing and folding of items such as linen, residents' garments, cleaning/kitchen clothes or garments, utilising washing, drying, extracting, pressing, folding or other machines/equipment, as required;
- collection and distribution of personal effects mistakenly sent to the laundry;
- completion of necessary administration tasks associated with duties;
- responsible for stock control, including ordering supplies and receiving deliveries;
- responsible for the distribution and maintenance of cleaning and laundry consumables and materials;
- responsible for dealing with complaints and/or feedback from residents;

Level 4 Hotel Services Assistant Chef

Award Mapping: Aged Care Award Level 4

Experience

Employees at Level 4 are required to have completed a Certificate III level qualification in Food Services or Commercial Cookery or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under limited supervision, following established policies, guidelines and procedures and employees are expected to exercise some initiative or judgement in the application of these routines/methods/procedures. Employees at this level are responsible for their own work.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer;
- preparation of ingredients for cooking;
- preparation of food items that don't require cooking, for example preparation of sandwiches and salads;
- reheat food as required to prepare meals;
- freeze and preserve foods, where appropriate;
- portion, present and serve food; and
- preparation of food to meet special dietary requirements.

Level 5 – Hotel Services Senior Officer

Award Mapping: Aged Care Award Level 5

Experience

Employees at Level 5 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

A Level 5 employee is required to have completed a Certificate IV level qualification in Food Services or Commercial Cookery or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under general supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these policies /guidelines /procedures.

Employees at this level have no supervisory responsibility and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer;
- responsible for the food services areas of operation to which they are assigned whilst on duty;
- preparation of ingredients for cooking;
- preparation of food items that don't require cooking, for example preparation of sandwiches and salads;
- engaged in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen;
- reheat food as required to prepare meals;
- freeze and preserve foods, where appropriate;
- portion, present and serve food as part of set menus or by request from residents;
- preparation of food to meet special dietary requirements;
- assist with ordering and stock control;
- assist in budgeting for food and labour costs;
- responsible for the dispatch operations for the area of operations to which they are assigned
- pick, label and dispatch goods in accordance with orders made;
- maintain stock levels;
- ensure all food is stored at the correct temperatures and are the correct temperatures prior to dispatch;
- responsible for the maintenance and hygiene of all food transport trolleys, containers and transport fridges;
- completion of necessary administration tasks associated with duties; and
- responsible for dealing with complaints and/or feedback from residents.

Level 6 - Senior Chef

Award Mapping: Aged Care Award Level 6

Experience

A Level 6 employee is required to have completed a post-trade qualification in Food Services or Commercial Cookery or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work within this level is performed under broad supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures. Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures.

Employees at this level are responsible for their own work with a substantial level of accountability.

Employees at this level, are required to assist in on-the-job training and day-to-day guidance of lower level employees and are responsible and accountable to their immediate supervisor.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

- undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer;
- responsible for the food services of the area of operation to which they are assigned;
- preparation of ingredients for cooking;
- engaged in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen;
- freeze and preserve foods, where appropriate;
- portion, present and serve food as part of set menus or by request from residents;
- preparation of food to meet special dietary requirements;
- responsible for ordering and stock control within area of responsibility;
- responsible for budgeting for food and labour costs within area of responsibility; and
- responsible for dealing with complaints and/or feedback from residents.

Level 7 – Chef, Food Services Supervisor (Post Trade Qualifications)

Award Mapping: Aged Care Award Level 7

Experience

A level 7 employee is required to hold a post-trade qualification in Commercial Cookery or other relevant discipline or possess the equivalent knowledge, skills and experience deemed to be the equivalent by the employer.

Level of Supervision/Responsibility

Work is usually performed under broad direction from more senior management as to work priorities and the conduct of tasks. An employee at this level is capable of functioning autonomously and prioritising their own work and the work of others within established policies, guidelines and procedures.

Employees at this level have a substantial level of accountability and responsibility. Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies.

At this level employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level:

Food Services

- manage the food preparation, cooking, presentation and serving of palatable and nutritious meals and mid-meals to residents, ensuring compliance, menu, dietary and budget requirements are met;
- manage the ordering, delivery, stock control and food storage process for hotel services;
- assist more senior employees in budgeting for food and labour costs for hotel services;
- communicate with residents on a regular basis to ensure that catering services meet their needs, issues are addressed in a timely manner and formal comments are dealt with professionally and efficiently;
- provide leadership and supervision of the day-to-day activities of the hotel services staff, including work allocation, rostering, guidance, training and performance management;
- responsible for ensuring that the food safety and hygiene regulations and standards, including those specifically relating to the service of food to vulnerable persons are observed; and
- responsible for ensuring that relevant quality and customer service standards of the employer are observed.

APPENDIX 1-WAGE RATE SCHEDULE-

Weekly Rates

Classification	Current rate as at 01/07/2024	FFPOOA 01/07/2024	WVC 01/01/2025	FFPOOA 1/7/25	FFPOOA 1/7/26	FFPOOA 1/7/27
		3.00%	TBA	3.00% on WVC amt	3.00%	3.00%
Registered Nurses						
Grade 1	1298.00	1336.94		1377.05	1418.36	1460.91
Grade 2						
Year 1	1330.00	1369.90		1411.00	1453.33	1496.93
Year 2	1365.00	1405.95		1448.13	1491.57	1536.32
Year 3	1405.15	1447.30		1490.72	1535.45	1581.51
Year 4	1465.42	1509.38		1554.66	1601.30	1649.34
Year 5	1525.80	1571.57		1618.72	1667.28	1717.30
Year 6	1586.33	1633.92		1682.94	1733.43	1785.43
CNS	1750.26	1802.77		1856.86	1912.56	1969.94
Grade 3A						
Year 1	1724.98	1776.73		1830.03	1884.93	1941.48
Year 2	1750.26	1802.77		1856.86	1912.56	1969.94
Grade 3B						
Year 1	1786.74	1840.34		1895.55	1952.42	2010.99*
Year 2	1823.30	1878.00		1934.34	1992.37	2052.14
Grade 4A						
Year 1	1871.80	1927.95		1985.76	2045.37	2106.73
Year 2	1971.81	2030.96		2091.89	2154.65	2219.29
Grade 4B						
Year 1	1958.8	2017.61		2078.163	2140.48	2204.69
Year 2	2004.97	2065.12		2127.07	2190.88	2256.61
Year 3	2051.67	2113.22		2176.62	2241.92	2309.17
Grade 5						
51-200 beds	2038.50	2099.66		2162.64	2227.52	2294.35
Grade 6		2350.46		2420.97	2493.60	2568.41
Grade 7		2571.70		2648.86	2728.32	2810.17
Endorsed Enrolled Nurse						
Level 2.1	1295.75	1334.62		1374.66	1415.90	1458.38
Level 2.2	1295.75	1376.86		1418.16	1460.71	1504.53
Level 2.3	1295.75	1400.05		1442.05	1485.31	1529.87
Level 2.4	1295.75	1422.00		1464.66	1508.6	1553.86
Level 2.5	1312.88	1443.96		1487.28	1531.9	1577.85
Level 2.6	1336.76					
Level 2.7	1359.27					
Level 2.8	1380.58					
Level 2.9	1401.90					

Classification	Current rate as at 01/07/2024	FFPOOA 01/07/2024	WVC 01/01/2025	FFPOOA 1/7/25	FFPOOA 1/7/26	FFPOOA 1/7/27
		6.00%		3.00% on WVC amt	3.00%	3.00%
Personal Care Worker (PCW)						
PCW Grade 2	1190.54	1226.26	1324.36	1364.09	1405.01	1447.16
PCW Grade (Snr)	1201.56	1237.61	1345.28	1385.64	1427.21	1470.02
PCW Level 3	1246.40	1283.79	1457.10	1500.82	1545.84	1592.22
PCW Grade 4	1293.60	1332.41				
Lifestyle Stream						
Level 3	1190.54	1226.26	1324.36	1364.09	1405.01	1447.16
Level 4	1201.56	1237.61	1345.28	1385.64	1427.21	1470.02
Level 5	1246.40	1283.79	1457.10	1500.82	1545.84	1592.22
Level 6	1293.60	1409.71	1539.40	1585.58	1633.15	1682.15
Administration						
Level 3	1020.30	1081.52	1113.96	1147.38	1181.80	1217.26
Level 4	1032.30	1094.24	1127.07	1160.88	1195.70	1231.57
Level 5	1067.30	1131.34	1165.28	1200.24	1236.24	1273.33
Level 6	1158.54	1228.05	1287.61	1326.24	1366.03	1382.18
Level 7	1179.35	1250.11				
Hospitality Stream						
Level 2	982.50	1041.45	1072.69	1104.87	1138.02	1172.16
Level 3	1020.30	1081.52	1113.96	1147.38	1181.80	1217.26
Level 4	1032.30	1094.24	1127.07	1160.88	1195.70	1231.57
Level 5	1067.30	1131.34	1165.28	1200.24	1236.24	1273.33
Level 5 (Snr)	1227.40	1301.04	1340.08	1380.28	1421.69	1464.34
Level 6	1158.54	1228.05	1264.89	1302.84	1341.93	1382.18
Level 6 (Snr)	1293.60	1371.22	1412.35	1545.72	1498.36	1543.32
Level 7	1179.35	1250.11	1287.61	1326.24	1366.03	1407.01
Level 7 (Snr)	1316.70	1395.70	1437.57	1480.70	1525.12	1570.87

Allowances

	Current rate as at 01/07/2024	FFPPOA 01/07/2024	WVC 01/01/2025	FFPOOA 1/7/25	FFPOOA 1/7/26	FFPOOA 1/7/27
Registered Nurse Allowances						
Oncall (per period)	64.90	66.85	66.85	68.85	70.92	73.05
Afternoon Shift	32.45	33.42	33.42	34.43	35.46	36.52
Night Shift	64.90	66.85	66.85	68.85	70.92	73.05
Change of Roster	58.41	60.16	60.16	61.97	63.83	65.74
Enrolled Nurses						
Afternoon Shift	29.74	33.37	33.37	34.37	35.40	36.46
Night Shift	59.49	66.73	66.73	68.73	70.80	72.92
Change of shift	53.54	60.06	60.06	61.86	63.72	65.63
In charge (per shift)	59.50	66.73	66.73	68.73	70.80	72.92
On call (per period)	59.50	66.73	66.73	68.73	70.80	72.92
Seniors Allowance (/wk)	118.99	133.46	133.46	137.47	141.59	145.84
Health & Allied						
Afternoon shift	26.68	27.36	28.18	29.02	29.89	30.79
Night shift	53.35	54.71	56.35	58.04	59.79	61.58
Sleepover Allowance	72.04	73.86	76.08	78.36	80.71	83.13
Change of shift	42.69	43.77	45.08	46.44	47.83	49.26
On call	53.35	54.71	56.35	58.04	59.79	61.58
Medication Shift (hourly)		1.50	1.59	1.63	1.68	1.73
Nursing & Health and Allied						
Motor vehicle	0.99					
Uniform - per shift	1.30	1.34	1.38	1.42	1.46	1.51
Uniform - per week	6.62	6.82	7.02	7.23	7.45	7.67
Laundry - per shift	0.34	0.35	0.36	0.37	0.38	0.39
Laundry - per week	1.58	1.63	1.68	1.73	1.78	1.83
Meal Allowance A	16.20					
Meal Allowance B	14.60					

Registered Nurse Qualification Allowance per week full time				
Date	Post Graduate Certificate	Post Graduate Diploma	Masters Degree	Doctorate
current	54.60	88.73	102.38	116.03
1/07/2024	56.24	91.39	105.45	119.51
1/01/2025	56.24	91.39	105.45	119.51
1/07/2025	57.93	94.13	108.61	123.09
1/07/2026	59.66	96.95	111.87	126.78
1/07/2027	61.45	99.86	115.22	130.59

APPENDIX 2: LETTER OF APPOINTMENT

The letter of appointment will contain the following information:

1. Name of employer.
2. Employee's classification
3. The workplace/location where the person is to be situated.
4. The name of the Agreement which contains their terms and conditions of employment.
5. Their mode of employment, ie: whether full-time, part-time or casual/bank.
6. Fortnightly hours will be and for part-time (by mutual agreement) additional shifts may be added. Shifts will be worked in accordance with roster. Payment of additional shifts will not be at casual rates. If you agree to work regular additional shifts your letter of appointment will be varied accordingly.
7. Specified employment is ongoing unless a valid fixed term appointment is proposed.
8. Date of commencement.
9. Acknowledgment (where applicable) of prior service/entitlements to sick leave, long service, etc.
10. Other information as required depending on the nature of the position.
11. Relevant qualifications and allowances payable.

CERTIFICATE OF SERVICE AND TRAINING

1. Name of employer
2. Employee's classification
3. Date of termination
4. The workplace where the person was situated
5. Their mood of employment ie full-time, part-time or
casual/bank
6. Fortnightly hours on termination

I am authorised to sign this Agreement on behalf of MULTICULTURAL AGED CARE SERVICES GEELONG INC.

SIGNATURE:

A handwritten signature in blue ink, appearing to read 'Joy Leggo', written over a horizontal line.

PRINT NAME AND TITLE: JOY LEGGO, CHIEF EXECUTIVE OFFICER

Address: 100 WEDDELL ROAD, NORTH GEELONG VIC 3215

Date: 12 NOVEMBER 2024

I am authorised to sign this Agreement on behalf of AUSTRALIAN NURSING AND MIDWIFERY
FEDERATION

SIGNATURE



PRINT NAME AND TITLE

Lisa Fitzpatrick - Secretary

Address:

535 Elizabeth Street
Melbourne Victoria 3000

Date

13 November 2024

I am authorised to sign this Agreement on behalf of the HEALTH WORKERS UNION.

SIGNATURE 

PRINT NAME AND TITLE Diana Asmar, Secretary of the Health Workers Union

Address: 10A/663 Victoria Street, Abbotsford Victoria 3067

Date 13 November 2024