

**MECWA (trading as mecwacare)**

**ANMF and HWU**

**ENTERPRISE AGREEMENT 2024**

# ENTERPRISE AGREEMENT

## PART A – APPLICATION AND OPERATION

### 1 TITLE

This Agreement shall be called the *MECWA (trading as mecwacare), ANMF and HWU Enterprise Agreement 2024* ('Agreement') and records the terms agreed between those parties in full settlement of the claim served and shall apply for the duration of the Agreement.

### 2 ARRANGEMENT

This Agreement shall be arranged as follows:

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### **3 VARIATION OF AGREEMENT**

3.1 Subject to the requirements of the *Fair Work Act 2009* (‘the Act’) an application to vary the terms of the Agreement can be made under Chapter 2-Pt2-4-Div 7 of the Act.

3.2 Such application must be in writing and agreed to by the parties.

### **4 BINDING FORCE OF THE AGREEMENT AND COVERAGE**

This Agreement will be binding on the following parties:

4.1 *mecwacare* with regards to the operation of its Residential Aged Care Facilities, nursing service in Home Nursing and Care Services and Administrative support in the State of Victoria (‘the Employer’); and

- 4.2 Any aged care facilities in Victoria, acquired by MECWA (trading as mecwacare) or which may open for trading during the term of this agreement, subject to the transfer of business provisions of the *Fair Work Act*.
- 4.3 All persons whose employment is at any time when the Agreement is in operation, subject to the Agreement.
- 4.4 The employer will formally advise the Australian Nursing and Midwifery Federation ('ANMF') and the Health Workers Union ('HWU') when the Agreement is made in order for the ANMF and HWU to apply under s.183 of the *Fair Work Act 2009* to be covered by the Agreement.
- 4.5 It is the intention of this Agreement that the ANMF and HWU will be covered by this Agreement, subject to applications being made under s.183 of the Act. The Australian Nursing and Midwifery Federation - Victorian Branch will be covered by the Agreement in respect to Registered Nurses, Enrolled Nurses and Personal Care Workers. The Health Workers Union will be covered in respect to Enrolled Nurses, Personal Care Workers, Aged Care employees and, where applicable, Health Professionals.

## **5 SCOPE OF THE AGREEMENT**

This Agreement applies to Employees whose employment is covered by the *Nurses Award 2020* and the *Aged Care Award 2010*. This Agreement shall apply to all employees of the employer performing work within the classifications contained in this agreement.

## **6 RELATIONSHIP TO NES AND AWARDS**

- 6.1 This Agreement contains terms that are also matters under the National Employment Standards ('NES') of the Act. It is not the intention of the parties to exclude the NES or any provision of the NES and it is acknowledged that such terms can only operate in the manner and to the extent prescribed by s.55 of the *Fair Work Act 2009*. This Agreement will be read and interpreted in conjunction with the National Employment Standards (NES). Where there is an inconsistency between this agreement and the NES, and the NES provides a greater benefit, the NES provision will apply to the extent of the inconsistency.
- 6.2 This Agreement constitutes the entirety of the terms of agreement that exist between the parties and replaces any enterprise agreement or modern award that may have previously applied to an Employee.
- 6.3 The Schedules and Appendices attached to this Agreement form part of this Agreement.

## 7 DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the seventh day after the Agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 June 2026 and thereafter in accordance with the *Fair Work Act 2009*.

The parties agree to commence negotiations for a replacement Agreement no fewer than six (6) months prior to the nominal expiry of this Agreement.

## 8 NO FURTHER CLAIMS

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

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

## 9 SAVINGS CLAUSE

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

## 10 DEFINITIONS

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

The '**Allowance rate**' for Enrolled Nurses is Pay Point 1 as specified in Appendix A of this Agreement.

The '**Allowance rate**' for Aged Care Employees is the weekly rate for Direct Carer Level 3 Year 1 unless otherwise specified.

The '**Allowance rate**' for Registered Nurses is the weekly rate for Grade 2 Year 1.

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

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

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

**Experience** for the purposes of progression between Grades, Pay Points or Year Levels for all Registered Nurses and Enrolled Nurses will be based on the Employees' anniversary date of engagement with the Employer.

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

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

**Experience** for the purposes of appointment for Registered Nurses means - full-time service and experience following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed), and shall also include that time which may elapse between the completion of training or final examination (whichever occurs last) and the formal registration as a certificated Nurse by the Nursing and Midwifery Board of Australia or its predecessors. Where an employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such employee's experience, provided that where an employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such employee's prior service and experience shall not be taken into account.

**Experience** for the purposes of appointment for Registered Nurses also means paid service whether in Australia or internationally as a Registered Nurse or Enrolled Nurse, following registration by the professional registration body, in a grade or sub-grade at least equal or comparable to the grade in which the Employee is, or is about to be, employed except:

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

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

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

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

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

**Health and Safety Representative (“HSR”)** is an Employee elected to the position of Occupational Health and Safety Representative of a Designated Work Group in accordance with the OHS Act.

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

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

**NMBA** is the Nursing and Midwifery Board of Australia.

**OHS Act** is the Occupational Health and Safety Act 2004 (Vic) as varied from time to time, or any successor to that Act.

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

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

**Unions** means the ANMF and the HWU.

**Workplace Delegate** means a person appointed or elected, in accordance with the rules of an Employee organisation (such as the HWU or ANMF), to be a delegate or representative (however described) for members who are Employees of Mecwacare.

## 11 FLEXIBLE WORKING ARRANGEMENTS AND AGREEMENT FLEXIBILITY

### 11.1 Requests for Flexible Working Arrangements

- (a) Employees, other than casual Employees, who have completed at least 12 months continuous service with Mecwacare; or
- (b) Casual Employees who have been engaged on a regular and systematic basis and have a reasonable expectation of continuing employment on a regular and systematic basis;  
  
have a right to request a flexible working arrangement in accordance with s.65 of the *Fair Work Act* in the following circumstances if they:
  - (i) are pregnant;

- (ii) are the parent or has the responsibility for the care of a child who is of school age or younger;
- (iii) are a carer (within the meaning of the *Carer Recognition Act 2010*);
- (iv) have a disability;
- (v) are 55 or older;
- (vi) are experiencing violence from a member of the Employee's family; or
- (vii) provide care or support to a member of the Employee's immediate family, or a member of the Employee's immediate household, who requires care or support because the member is experiencing violence from the member's family.

11.2 A request for a flexible working arrangement under Clause 11.1 may include, but is not limited to, changes in hours of work, changes in patterns of work, or changes in the location of work.

11.3 **To avoid doubt, and without limiting Clause 11.1, an Employee who:**

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

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

11.4 **A request made under Clause 11.1 of this Agreement must state as such, be in writing, and set out:**

- (a) the details of the change that is being requested; and
- (b) the reasons for the change.

11.5 Mecwacare must respond in writing to the request within 21 days, stating whether the request has been granted or refused. Mecwacare may only refuse the request on reasonable business grounds. If the request is refused, the response must include details of the reasons of the refusal and any alternative arrangements which may be possible.

11.6 **Agreement Flexibility and Individual Flexibility Arrangements**

Separate to a request for a flexible working arrangement, Mecwacare and an Employee covered by this Agreement may agree to make an



individual flexibility arrangement to vary the effect of terms of the Agreement if:

- (a) The arrangement deals with one or more of the following matters:
  - (i) arrangements about when work is performed;
  - (ii) overtime rates;
  - (iii) penalty rates;
  - (iv) allowances; and
  - (v) leave loading;
- (b) The arrangement meets the genuine needs of Mecwacare and the Employee in relation to one or more of the matters mentioned in Clause 11.6(a); and
- (c) Mecwacare and the individual Employee must have genuinely made the arrangement without coercion or duress.
- (d) Mecwacare must ensure that the terms of the individual flexibility arrangement:
  - (i) are about permitted matters under s.172 of the Fair Work Act 2009; and
  - (ii) are not unlawful terms under s.194 of the Fair Work Act 2009; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.

**11.7 Mecwacare must ensure that the individual flexibility arrangement:**

- (a) is in writing; and
- (b) includes the name of Mecwacare and the Employee; and
- (c) is signed by Mecwacare and the Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
  - (i) the terms of the Agreement that will be varied by the arrangement; and
  - (ii) how the arrangement will vary the effect of the terms; and
  - (iii) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and

- (e) states the day on which the arrangement commences
- 11.8 Mecwacare must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 11.9 Mecwacare or the Employee may terminate the individual flexibility arrangement:
  - (a) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (b) if Mecwacare and the Employee agree in writing — at any time.

## **12 VALUING DIVERSITY**

- 12.1 It is the intention of the respondents to this Agreement to achieve the principal objects of ss.3(e) and 336 of the *Fair Work Act 2009* through respecting and valuing the diversity of the work force by helping to prevent and eliminate discrimination on the basis of race, colour, sex, sexual preference, age, physical or mental disability, marital status, family responsibilities, pregnancy, religion, political opinion, national extraction or social origin.
- 12.2 Accordingly, in fulfilling their obligations under the disputes avoidance and settling clause, the respondents to this Agreement must make every endeavour to ensure that neither the award provisions nor their operation are directly or indirectly discriminatory in their effects.
- 12.3 Nothing in this clause is taken to affect:
  - (a) Any different treatment (or treatment having different effects) which is specifically exempted under the Commonwealth anti-discrimination legislation;
  - (b) An employee, employer or registered organisation, pursuing matters of discrimination in any State or Federal jurisdiction, including any application to the Human Rights and Equal Opportunity Commission; and
  - (c) The exemptions in s.351(2) of the *Fair Work Act*.

## **PART B – WAGES AND ALLOWANCES**

### **13 WAGES**

- 13.1 The minimum ordinary rates of pay for all ordinary hours worked by an Employee at their appointed classification under this Agreement are set out in Appendix A.
- 13.2 All minimum rates of pay will increase as follows:

- (a) 2.75% from the first full pay period on or after 1 July 2024;
  - (b) 3.1% from the first full pay period on or after 1 July 2025
- 13.3 Pay increases arising from Stage 3 of the Aged Care Work Value Case that apply to Aged Care Employees are also set out in Appendix A. These pay increases will take effect as follows:
- (a) For Direct and Non-Direct Care Employees, from the first full pay period on or after 1 January 2025
  - (b) For Direct Care Employees only, from the first full pay period on or after 1 October 2025
  - (c) For Nursing Employees, increases will occur as set out in Clause 13.7.
- 13.4 Allowances that are not determined as a percentage of a wage rate under this Agreement (such as uniform and laundry etc.) shall be increased in accordance with the increases prescribed in Clause 13.2.
- 13.5 So long as an Employee is subject to this Agreement, the base rate of pay that is payable to the Employee will not be less than the base rate of pay which would have been applicable to the Employee under the relevant Award.
- 13.6 Enrolled Nurses who were previously covered by the *Royal Freemasons Residential Enterprise Agreement 2022* will, upon approval of this Agreement by Employee vote, be provided with a \$1000 sign on bonus (pro rata for part time and casual employees) in recognition of the fact that they will not be receiving a back pay amount following the 1 July 2024 increase.

**13.7 FWC Aged Care Work Value Case (WVC) (Stage 3)**

- (a) In terms of next steps, the parties understand that the Commission will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.
- (b) 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; and
  - (ii) Expend all of Commonwealth funding on increases to nurses' wages and wage-related allowances (e.g. shift

allowance, change of roster and on-call allowances in particular); and

- (iii) maintain the quantum and timing of the wage increases at clause 13.2 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with clause 13.2.

*Illustrative example: If the minimum hourly rate is \$40 at 1/12/24 and the Agreement provides for a wage increase of 3% on 1 July 2025, but the Commonwealth Government's funding and Guidance is to increase the applicable hourly rate by \$1.50 p/h on 1 July 2025, then, as a term of this Agreement, the Employer will increase the hourly rate to \$41.50 on 1 July 2025 and then apply the 3% wage increase to the hourly rate of \$41.50 (with a new 1/7/25 rate of \$42.75).*

- (iv) promptly meet with the ANMF and HWU to discuss the implementation of the outcome.
- (v) In consultation with the unions and where practicable, 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.

## **14 PAYMENT OF WAGES**

- 14.1 Wages will be paid fortnightly, unless otherwise mutually agreed in writing up to a maximum period of one month. Employees will be paid by cash, cheque or electronic funds transfer, as determined by the Employer, into the bank or financial institution account nominated by the Employee.
- 14.2 Payslips will include an Employee's personal leave balance with detailed balances available via the Employee Portal. Mecwacare will publish, upon commencement of this Agreement, and annually thereafter with instructions for Employees on how to access all leave balances.
- 14.3 Where an underpayment of wages occurs by reason of an error in calculation by the Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 24 hours at the request of the Employee. This shall not apply where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee.
- 14.4 Wages shall be paid during working hours not later than Thursday following the end of the weekly or fortnightly pay period provided that:
  - (a) When a public holiday occurs on a Thursday or Friday, payment shall be made on the Wednesday;

- 14.5 At the time of making payment to the Employee, the Employer shall provide to each Employee a statement detailing the following information: name and classification of the employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.
- 14.6 Where an overpayment of wages occurs by reason of an error in calculation by the Employer, the employee is to be notified in writing of the reason for and the amount of the overpayment. The overpayment may be recovered on an agreed basis both in terms of quantum and period of time. The objective of such agreement will be to recover overpayments within a reasonable period of time without resulting in genuine hardship to the employee.

14.7 **Payment of Wages following Termination**

- (a) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by an Employer, payment of all wages and other monies owing to an Employee shall be made to the employee within 24 hours of termination.
- (b) Termination payments will include the payment of leave loading as per the provisions of Clause 55.
- (c) In respect to Enrolled Nurses and Aged Care Employees only, where payment is made later than 24 hours after termination:
  - (i) If an Employee is kept waiting for more than 24 hours, such Employee shall be paid overtime rates for the duration of the period until such monies owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.
  - (ii) Notwithstanding the above, this subclause will not come into effect if the payment of wages or other monies owed falls on a declared public holiday. This clause will come into effect upon the expiration of such a declared public holiday.
  - (iii) This subclause will not come into effect if a circumstance outside the control of the Employer frustrates the Employer's ability to meet the requirements of this subclause.
- (d) Where the system of working provides for the taking of ADOs and an Employee's employment is terminated and:
  - (i) one or more ADOs have been granted in advance; or

- (ii) an ADO has been taken during the work cycle during which the Employee is terminated, the wages due to that Employee shall be reduced by the total of the ADOs taken in advance, and/or the total un-accrued portion of the ADO granted in that work cycle as the case may be; or
- (iii) an Employee has not worked a complete four week cycle or five week cycle as the case may be;

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

## **15 SALARY PACKAGING**

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

## 16 OCCUPATIONAL SUPERANNUATION

- 16.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 16.2 Subject to clause 16.4, the Employer shall make occupational superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
  - (b) Health Super (a division of First State Superannuation Scheme), or
  - (c) Any other complying fund upon a request from the Employee and with the consent of the Employer.
- 16.3 The Employer shall participate in accordance with the trust fund deeds. The Employer shall make application to the Fund to become a participating Employer in the Fund and shall become a participating Employer upon acceptance by the Trustee of the Fund.
- 16.4 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the funds listed in Clauses 16.2(a) and 16.2(b) above and shall forward the completed membership forms for the Employee's choice of fund within 28 days. Where a new Employee does not choose a complying super fund within 28 days, the Employer will contact the ATO to confirm if the Employee has a 'stapled' fund. If the Employee has a 'stapled' fund, the Employer will make contributions into that account. If the Employee does not have a 'stapled fund' and does not choose a complying super fund within 28 days of commencing employment, the Employer will create an account for the Employee using the Employer's default fund, HESTA ("**Default Fund**"). The Default Fund offers a MySuper Product.
- 16.5 Each Employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in Clause 16.4 was forwarded to the Fund.
- 16.6 The Employer will contribute to the Fund, on behalf of each Employee, the percentage of ordinary time earnings required by legislation, calculated to the nearest ten cents (any fraction below five cents shall be disregarded). Contributions will be made monthly on behalf of each

Employee (or more frequently if required by law) regardless of the Employee's age in any month.

- 16.7 'Ordinary time earnings' are currently defined by the legislation and includes allowances for ordinary hours of work (including annual leave loading on annual leave). Such allowances include those such as shift, qualification and leader allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). In respect to what constitutes 'ordinary hours', Superannuation Guarantee Contributions will be paid in respect to each hour worked which is paid at ordinary time (including all hours which are additional to contracted hours). The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.
- 16.8 Where an Employer makes an application for an exemption from monthly payments to the Fund, the Employees shall be notified in writing prior to the application being made. Upon request from an Employee, the Employer must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee's behalf or make it available for inspection, save that the Employee shall be entitled to take a copy. The Employer shall contribute all superannuation contributions in accordance with the Trust Deed, save that late payment for reasons beyond the control of the Employer and non-allocation by the Fund shall not constitute a breach of this Agreement.

Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under the Dispute Resolution Procedure of this Agreement.

### **Voluntary Contributions**

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



## Salary Sacrifice

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

## 17 QUALIFICATIONS ALLOWANCE

### Qualifications Allowance – Registered Nurse

- 17.1 A Registered Nurse will be entitled to a qualification allowance set out below, subject to the following:
- (a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to aged care, specifically one of the following areas:

- Gerontological nursing, or
- Management, or
- Other qualification with a component that has application to nursing in Aged Care.

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

- (b) In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
- (i) the clinical or other area of work of the Registered Nurse;
  - (ii) the classification and position description of the Registered Nurse;
  - (iii) whether the qualification would assist the Registered Nurse in performing their role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (c) ‘Allowance rate’ under this clause shall be defined as the weekly rate applicable to an Employee at the Registered Nurse Grade 2 Year 1 classification level.
- (d) A Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee’s base qualification leading to registration as a Registered Nurse with the exception of:
- A Hospital Certificate or Graduate Certificate;
  - Postgraduate Diploma;
  - An Honours Degree;
  - A double Degree;
  - A Masters Degree; or
  - A Doctorate.

- (f) Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University Graduate Certificate and the training/education facility verifies that in writing.
- (g) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of the Allowance rate.
- (h) A Registered Nurse Division 1 who holds a Post-Graduate Diploma or a Degree (or equivalent), other than a nursing undergraduate degree, an honours degree or a double degree, shall be paid, in addition to their salary, 6.5% of the Allowance rate.
- (i) A Registered Nurse who holds a Masters Degree (including a Masters Degree completed prior to, or that leads to, registration), shall be paid, in addition to their salary, 7.5% of the Allowance rate.
- (j) A Registered Nurse who holds a Doctorate, shall be paid, in addition to their salary, 8.5% of the Allowance rate.
- (k) The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve-month period and long service leave. In the case of annual leave, the qualifications allowance is added to those components detailed at Clause 55.8(a)(i)(B) of this Agreement. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading calculated on a projected roster basis, but will receive it in addition to a loading paid as a flat 17.5% at Clause 55.8(a)(i)(A).
- (l) The allowance is to be paid on a pro-rata basis for non-full-time Employees, including casuals.

### **Qualifications Allowance – Enrolled Nurse**

- 17.2 An Enrolled Nurse who by virtue of their qualifications is able to administer medications, will be classified at Level 2 Pay Point 1 (or higher). The pay rates prescribed in Appendix A for Pay Level 2 have had the previous 4% medication qualifications allowance added into the base rate from 31 December 2024.
- 17.3 An Enrolled Nurse will be entitled to a qualification allowance as set out below.
  - (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the

Nurse for registration by the Nursing and Midwifery Board of Australia) in which it is demonstrated that a component of the qualification is applicable to their area of practice and/or work in aged care shall be paid the following allowance:

- (i) a certificate or qualification (or at least three certificates of attainment for units of competency toward the Diploma or Advanced Diploma totalling a minimum of 140 nominal classroom hours (or a course of a minimum twelve months duration) – at the rate of 3.5% of their applicable weekly Pay Point rate for all hours worked as prescribed in Appendix A.
- (b) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the certificate/s or qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence or the qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (c) 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.,
- (d) The above allowance is to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve-month period and long service leave.
- (e) The allowance is to be paid on a pro-rata basis for non-full-time Employees. The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve-month period and long service leave. In the case of annual leave, the qualifications allowance is added to those components detailed at Clause 55.8(a)(i)(B) of this Agreement. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading calculated on a projected roster basis, but will receive it in addition to a loading paid as a flat 17.5% at Clause 55.8(a)(i)(A).

#### **17.4 Medication Endorsed – Personal Care Worker**

Where an appropriately trained Personal Care Worker agrees to assist residents to take their medication, which will only occur in clinically appropriate circumstances, then the PCW will be paid an allowance of

\$1.50 per hour for all hours of the rostered shift, irrespective of the amount of time taken to assist with medications. Such allowance may be paid in addition to the Leader Allowance.

## **18 NAUSEOUS ALLOWANCE AND DIRTY AND OFFENSIVE WORK**

18.1 Effective from the first full pay period on or after 31 December 2024, the nauseous allowance has been added to the base rate for all Employees except Registered Nurses at a rate of \$0.45/ph. Accordingly, the nauseous allowance is no longer applicable to any Employees covered by this Agreement.

18.2 An employee (except for a Registered Nurse) in any classification who undertakes work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such employee in such classification shall be paid the allowance prescribed in Appendix A.

## **19 LEADER ALLOWANCE – AGED CARE EMPLOYEES AND ENROLLED NURSES**

19.1 An Aged Care Employee or Enrolled Nurse who is appointed as a 'Leader' (however titled) will have his or her classification preceded by the term 'Leader' and will be paid an allowance of 10%, to be calculated upon the base rate payable to the Employee under this Agreement.

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

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

19.2 A net addition to the work value of the substantive role required of an Aged Care Employee or Enrolled Nurse would be characterised by:

- (a) the additional functions or duties are a regular and on-going requirement; and
- (b) experience in the role commensurate with this clause, coupled with on-the-job training where provided by the Employer; and

- (c) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a Aged Care Employee or Enrolled Nurse employed in a similar area of areas; and
  - (d) a greater level of judgment is required from the Aged Care Employee or Enrolled Nurse whereby the Employee is capable of making independent decisions to a degree not generally expected of an Aged Care Employee or Enrolled Nurse employed in a similar area or areas; and
  - (e) a higher degree of accountability is expected for work undertaken, such that the Aged Care Employee or Enrolled Nurse is clearly performing at a level above that of her or his peers employed in a similar area or areas within the Employer's facility.
- 19.3 A 'net addition to the work value' in residential aged care facilities will also include a person appointed in charge in the normal off-duty periods of the Facility Manager.
- 19.4 An Employee in receipt of Senior Allowance at the commencement of this Agreement shall not be disadvantaged by the introduction of this clause.

## **20 UNIFORMS AND LAUNDRY**

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

## **21 MEAL ALLOWANCE**

- 21.1 When incidental overtime occurs, as defined in clause 47 Overtime, an Employee will be supplied with an adequate meal where an Employer has adequate cooking and dining facilities or be paid a meal allowance, in addition to any overtime payment at the rate prescribed in Appendix A of this Agreement in the following circumstances:
- (a) when required to work after the usual finishing hour of work beyond one hour or, in the case of shift workers, when the overtime work on any shift exceeds one hour.
  - (b) provided that where such overtime work completed by an Employee exceeds four hours a further meal allowance at the rate set out in Appendix A will be paid.
  - (c) when required to work more than five hours overtime on a Saturday or on a Sunday, or more than five hours by a shift Employee on his or her rostered day off – the amount provided in Appendix A and a further amount as specified in Appendix A when required to work more than nine hours on such day.
- 21.2 The meal allowance will be paid as part of the next pay cycle.

## **22 TRAVELLING, TRANSPORT AND FARES**

- 22.1 Where the Employer requires an employee to use their own motor vehicle in the performance of duties such an employee shall be paid the per kilometre allowance, as per Appendix A.
- 22.2 When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipts or other evidence acceptable to the Employer.
- 22.3 An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate, when they use a car in those circumstances.
- 22.4 An Employee will not be entitled to reimbursement for the expenses referred to in Clauses 22.2 and 22.3 which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

## **23 TOOL ALLOWANCE**

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

**24 TELEPHONE ALLOWANCE**

Where an Employer requires an Employee to install and/or maintain a telephone for the purposes of being on call the Employer shall refund the installation costs and subsequent three-monthly rental charges on production of receipted accounts.

Employees will not be required to use their own mobile phone for work. Employees that are required to use a mobile phone for work will be provided with a mobile phone by the Employer.

**25 OCCASIONAL INTERPRETERS' ALLOWANCE**

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

**26 ON CALL ALLOWANCE AND TELEPHONE RECALL PROVISION**

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

Further, for Registered Nurses and Enrolled Nurses only, a minimum of one hour pay at the appropriate overtime rate will be paid, in addition to the on-call allowance, for the first disturbance where the on call employee receives a telephone enquiry or enquiries but can resolve the matter appropriately without the need for returning to the facility or client site. Subsequent disturbances during the on-call period shall be compensated at overtime rates for the actual time taken in answering and dealing with the calls and must be recorded by the Employee.

**27 BUDDY ALLOWANCE**

An Aged Care Employee (who is not an Enrolled Nurse or Registered Nurse) who is assigned to work as a buddy for the purposes of orientating or supporting another Employee with their duties will be paid the hourly buddy allowance in Appendix A for each hour that they work as a buddy.

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

**28 MODES OF EMPLOYMENT**

28.1 Employment Categories

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

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



- (c) casual; or
- (d) fixed term

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

## 28.2 **Full-time Employment**

A full-time employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 47 of this Agreement.

## 28.3 **Part-time Employment**

- (a) A part-time employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) A part-time employee will be rostered for a minimum of three (3) hours on any shift. This minimum engagement excludes recall to work (Clause 47) and attendance at meetings and mandatory training (Clause 45).
- (c) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time employees on the basis that the ordinary weekly hours for full-time employees are 38.
- (d) A part-time employee who works hours in excess of their rostered hours on any day will be paid overtime unless they have agreed in writing to work such hours at ordinary hours.

28.4 Subject to the rostering provisions of Clause 50, before commencing employment, the employer and employee will agree in writing on a regular pattern of work including the number of actual contracted hours to be worked in each week or fortnight, the pattern of days and times of the week the employee will work and the starting and finishing times of each shift each day.

## 28.5 **Part-Time Review of Hours**

- (a) Part time hours specified in the Letter of Appointment/Contract of Employment will reflect the actual hours worked.

- (b) The Employer will annually review the hours of all part time employees to determine whether additional ordinary hours worked within the year are regular and should be incorporated into the contract of employment. Outside that review the employee will be entitled to request a review of working hours and any regular additional ordinary hours worked must be incorporated into their contracted hours.
- (c) Where over a period of 52 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.
- (d) An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.
- (e) A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause 11.1, at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause.
- (f) Where such a conversion occurs, the Employee will be provided with a Notice of Variation setting out the revised employment arrangements.

## 28.6 **Casual Employment**

- (a) A casual employee is an employee 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. Casual employees are employed on an hourly basis. It is intended that casual employment will only be utilised as bank staff to assist with genuine peaks and troughs or shortages of labour where permanent staff are not available. It is not intended that casual employees will be employed on a regular or systematic basis. If this is the case, then Clause 28.8 will apply.
- (b) A casual Employee will be paid for all ordinary work performed in accordance with the rates (as a percentage of the ordinary hourly rate but inclusive of the casual loading) set out in the tables 28.6 below:

Table 28.6

<b>Employee type</b>	<b>Monday to Friday (inclusive)</b>	<b>Saturday</b>	<b>Sunday</b>	<b>Public Holiday</b>
Registered Nurse	125%	180%	200%	250%
Enrolled Nurse	125%	180%	210%	250%
Aged Care Employee	125%	175%	195%	270%

See clause 47 (Overtime) for casual overtime penalties. The rates above include special rates for Saturday and Sunday work but not shift allowances for ordinary hours.

- (c) The Annual Leave, paid Personal Leave, paid Compassionate Leave, Termination of Employment and Redundancy provisions shall not apply in the case of a casual employee.
- (d) Where a casual Enrolled Nurse, PCW or aged care employee has continuous service in accordance with Clause 59.2 of this Agreement, such employee shall not be excluded from the long service leave provisions prescribed in Clause 59. A casual Registered Nurse is not entitled to long service leave under this Agreement but will be eligible for long service leave in accordance with the *Long Service Leave Act 1992 (Vic)*.

## 28.7 Casual Employment - Caring Responsibilities

- (a) Subject to the evidentiary and notice requirements in Clause 56 casual employees are entitled to not be available to attend work, or to leave work:
  - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
  - (ii) upon the death of an immediate family or household member.
- (b) The employer and the employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual employee is not entitled to any payment for the period of non-attendance.
- (c) An employer must not fail to re-engage a casual employee because the employee accessed the entitlements provided for

in this clause. The rights of an employer to engage or not to engage a casual employee are otherwise not affected.

## 28.8 **Casual Conversion**

- (a) A casual Employee who has been rostered on a regular and systematic basis over a period of 12 months will be provided the opportunity to convert to permanent employment, if:
  - (i) They have worked a regular pattern of hours on an ongoing basis for at least the last six (6) months; and
  - (ii) They could continue working those hours as a permanent Employee without significant changes.
- (b) In addition to the above, a casual Employee who has been rostered on a regular and systematic basis over a period of 6 months has the right to request conversion to permanent employment:
  - (i) on a full time contract where the Employee has worked on a full-time basis throughout the period of casual employment; or
  - (ii) on a permanent part time contract where the Employee has worked on a permanent part time basis throughout the period of casual employment. Such contract would be on the basis of the same number of hours as previously worked, unless other arrangements are agreed between the Employer and the Employee.
- (c) The Employer may consent to or refuse the request subject to operational requirements but shall not unreasonably withhold agreement to such a request.
- (d) Casual conversions will not apply where a casual covered absences of permanent staff that are expected to return to work. Such absences include parental leave, long service leave, workers compensation or extended personal leave.
- (e) In addition to the process above, a casual Employee may have a right to convert under the NES.

## 28.9 **Fixed Term Employment Contracts**

- (a) Fixed term employment will only be used for genuine fixed term arrangements.
- (b) 'Genuine fixed term arrangements' include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on maternity leave, long term

Work Cover, parental leave or long service leave, employment in special projects, re-fresher courses, supervised practise for re-registration and post-graduate training.

- (c) Such arrangements must comply with the Act which limit the use of fixed term contracts for the same role beyond two (2) years (including renewals) or two (2) consecutive contracts - whichever is shorter. Exemptions from this limit include temporarily replacing another employee on long leave or performing a discrete task for a fixed period (as per (b) above).

#### 28.10 **Minimum Engagement**

The minimum engagement on any one day for the performance of duties shall be four (4) hours for full time employees and three (3) hours for part time and casual employees. Employees engaged in home care work shall be engaged for a minimum of two (2) hours. The minimum engagement for recall to work for all Employees (Clause 47) is three (3) hours.

### **29 STAFF REPLACEMENT**

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

### **30 WORKLOAD MANAGEMENT, FILLING OF VACANCIES AND HANDOVER**

- 30.1 The Employer is committed to ensuring that staffing levels are appropriate, ensuring the delivery of quality care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident/client.
- 30.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:

- (a) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
  - (c) If a solution still cannot be identified and implemented, the matter should be referred to the relevant General Manager for further discussion.
  - (d) The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the affected Employees.
- 30.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s.
- 30.4 If the issue is still unresolved, the Employee/s may advance the matter through the Mecwacare Concerns, Compliments or Complaints Process and/or clause 64 - Dispute Resolution Procedure.
- 30.5 Where shifts become vacant, Mecwacare's primary responsibility is to ensure the appropriate level of care is provided to residents/clients.
- 30.6 Mecwacare's preference is to fill vacant shifts with Mecwacare Employees. Agency staff will only be used as a last resort. When seeking to fill vacant shifts, Mecwacare will give priority to existing Employees.
- 30.7 **Mecwacare Handover Process**
- (a) Mecwacare recognises the importance of handovers for clinical safety and care of residents/clients, as well as efficient operations. Sufficient paid time will be allocated between each shift for both nurses and carers to ensure adequate communication about resident/client health and any major issues that have occurred on the outgoing shift. Employees are required to attend shift handover meetings.
  - (b) Should any Employee feel the handover time provided by Mecwacare is insufficient, or not provided where it is required, they should raise this matter with their Manager. The Manager will take immediate and appropriate action to address the concerns with handover within reasonable timeframes.

**31 POLICE AND NDIS WORKER SCREENING CHECKS**

- 31.1 Where an Employee is required by the Employer to complete a NDIS Worker Screening Check or satisfy the Employer of their police record, it is the responsibility of the Employee to obtain the NDIS or police check. The initial checks will be paid for by Mecwacare. Renewals will also be paid for by Mecwacare. The Employee will be reimbursed upon production of appropriate evidence of payment.
- 31.2 If the Employer holds a copy of the NDIS or police check, then upon request by the Employee, the Employer will provide a copy of the check that is held on the file to the Employee.

**32 LETTER OF APPOINTMENT AND SERVICE AND TRAINING CERTIFICATE**

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

Nothing in this Agreement shall limit the ability of a part time Employee to agree to work additional shifts on days they would not otherwise be rostered at ordinary rates, save for any other limits prescribed by this Agreement.

- 32.2 Upon termination of employment, howsoever occurring, the Employer shall provide the Employee with a Service and Training Certificate, as specified in Appendix C, detailing the following:

- (a) The Employee's classification at the time of termination,
- (b) The Employee's training including in-service training, self-directed learning packages or other training on the Employee's file,
- (c) The period of the Employee's service,
- (d) The relevant contact point at the Employer to verify the information contained in the certificate.

- 32.3 Upon commencement of employment, the Employer will accept a Service and Training Certificate from the Employee for the purpose of determining the appropriate classification or experience increment, subject to the following:

- (a) The Employee providing the Employer with a copy of the Certificate; and
- (b) The issuing Employer verifying the contents to the Employer upon request of the Employer (such verification may be verbal or written).

### **33 ADDITIONAL SHIFTS**

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

### **34 NURSE/PERSONAL CARER BANK**

- 34.1 Where, at the date of lodgement of this Agreement, the Employer has developed a Nurse Bank or Personal Carer Bank, the Employer will use its best endeavours to maintain those arrangements.
- 34.2 Where the Employer does not, at the date of lodgement of this Agreement, have Nurse or Personal Carer Bank arrangements, the Employer shall consider the feasibility of introducing such arrangements having regard for its operational requirements as well as the commitments given at Clause 33 (Additional Shifts) above of this Agreement.

### **35 DIRECTOR OF NURSING / CLINICAL CARE COORDINATOR/ REGISTERED NURSE COVER**

#### **Registered Nurse - Director of Nursing**

- 35.1 Each facility must employ a full-time Director of Nursing or the equivalent. Where there is no Director of Nursing appointed or the position becomes vacant, the Employer shall employ a full-time Registered Nurse as Director of Nursing or Clinical Care Coordinator as defined in this Agreement, (however titled or styled), in each facility (as prescribed by this Agreement). Regardless of the title, the Employee shall be paid at the rate of Director of Nursing as prescribed by this Agreement.
- 35.2 Where the Employer has endeavoured to appoint a full time DON or Clinical Care Coordinator but has not been able to, the Employer shall fill such position/s to one (1) EFT.
- 35.3 Where, after making a reasonable effort, the Employer cannot obtain a suitably qualified DON or Clinical Care Coordinator, the Employer may notify the other parties to the Agreement. Where this occurs, nothing in this Agreement shall prevent the parties from reaching agreement regarding staffing on a temporary basis in satisfaction of Clauses 35.1 and 35.2.

#### **Registered Nurse - After Hours Nursing Coordinator**



- 35.4 In a residential aged care facility of 61 beds or more, a Registered Nurse will be appointed to be in-charge of the facility during the off-duty periods of the Director of Nursing (PM, night and weekend shifts), and be classified as After-Hours Coordinator, Grade 5, adjusted bed capacity (51-200 beds) or the applicable Grade 4 rate, whichever is the higher. Provided that where a Registered Nurse is not willing to assume the responsibility of being in charge of the facility that Nurse will not be entitled to be paid Grade 5.
- 35.5 In facilities of 60 beds or less, the applicable Grade will be the Grade 4 rate.
- 35.6 No After-Hours Nursing Coordinator will be paid less as a result of the making of this Agreement.
- 35.7 In a residential aged care facility of 61 beds or more, where more than one Registered Nurse is engaged during an off-duty period of the DON, only one Registered Nurse will be appointed and paid as the After-Hours Co-ordinator at any one time.
- 35.8 For the avoidance of doubt, a facility of 61 beds or more includes all beds in each unit which is co-located on the same site, regardless of whether they have the same RACS identification number.

### **Provision of Nursing Services**

- 35.9 The Employer will make every practical effort to ensure that an additional Registered Nurse is employed to work on each shift in each facility (as prescribed by this Agreement). Such 'practical efforts' are to include:
- (a) **Unplanned Vacancies** (e.g. sick leave, carer's leave)
- (i) The vacant shift/s will be first offered to existing Registered Nurse Employees as additional shifts; and if not filled
- (ii) The vacant shift/s will be offered to existing Registered Nurse casual Employees; and if not filled.
- (iii) Contact will be made with at least one nursing agency and where a Nurse is available to fill the vacancy, at a cost of the defined rate or less, the position will be filled by an agency Registered Nurse.
- (iv) "Defined Rate" means the rate of pay applicable to a Casual Registered Nurse employed under the terms of this Agreement at the classification applicable under the Award/Agreement, plus a margin of not more than 40%. Nothing in this provision precludes an Employer choosing to fill the position through an Agency at the rate charged by the Agency.

- (v) The vacant shift(s) will only be offered to an existing senior Enrolled Nurse Employee in accordance with Clause 36 below and only after the above steps have been taken.

(b) **Long Term Vacancies**

- (i) Advertising the position internally in the first instance within two weeks of the Employer becoming aware that the position is being vacated; and if not filled.
- (ii) Advertising the position externally within four weeks of the Employer becoming aware that the position is being vacated.

35.10 Where the Employer follows the 'practical efforts' noted at Clause 35.9 above, they shall not be in breach of this provision.

**36 ENROLLED NURSE – IN CHARGE OF FACILITY ALLOWANCE**

Where the Employer has made every practical effort in accordance with this agreement to appoint a Registered Nurse In Charge but no Registered Nurse is available to be rostered on a shift, then an Enrolled Nurse Employee will be appointed in the absence of the Director of Nursing or other Registered Nurse and will be paid an In Charge of Facility Allowance as set out in Appendix A in addition to all other allowances. During the shift a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

**37 TERMINATION OF EMPLOYMENT**

37.1 Notice of Termination by the Employer

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

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

- (b) A Registered Nurse with less than three years' service shall be entitled to no less than two weeks' notice.
- (c) An employee over 45 years of age is entitled to one extra weeks' notice if the employee has completed at least two years of continuous service.
- (d) Casuals are to be given notice to the end of their current shift worked.

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

### 37.2 **Notice of Termination by the Employee**

- (a) At the time of termination, the employee must provide to the employer the same periods of notice as listed in Clause 37.1. Casual employees shall only be required to give notice to the end of their current shift worked.
- (b) If the employee fails to give notice or fails to work their allocated notice period the employer may withhold up to one weeks' pay for the Employee.
- (c) The employer may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is made up to the time of dismissal only.

### 37.3 **Transmission of Business**

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

## 38 **REDUNDANCY**

### 38.1 **Definitions**

- (a) **Business** includes trade, process, business or occupation and includes part of any such business.
- (b) **Redundancy** occurs where an Employer has made a definite decision that the Employer no longer wishes the job the employee has been doing done by anyone and that decision leads to the termination of employment of the Employee,

except where this is due to the ordinary and customary turnover of labour.

- (c) **Small employer** means an Employer who employs fewer than 15 Employees.
- (d) **Transmission** includes transfer, conveyance, assignment or succession whether by agreement or by operation of law and **transmitted** has a corresponding meaning.
- (e) **Week's pay** means the ordinary time rate of pay for the Employee concerned. Provided that such rate shall exclude:
  - overtime;
  - penalty rates;
  - disability allowances;
  - shift allowances;
  - special rates;
  - fares and travelling time allowances;
  - bonuses; and
  - any other ancillary payments of a like nature.

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

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

38.3 **Transfer to Lower Paid Duties/Organisational Change**

- (a) Where an Employee is offered and accepts a transfer to lower paid duties as a result of organisational change, the Employee is entitled to the same period of notice as they would have been if their employment had been terminated. The Employer may, at the Employer's option, make a payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.
- (b) Prior to any transfer as in 38.3 (a) due to organisational change, the employer will investigate any suitable redeployment opportunities which would allow the employee to maintain the same position and/or hours and pay rate.
- (c) In such circumstances where redeployment at the same position, hours, allowances and/or penalties is not possible, the Employee's pre-redeployment wages will be maintained

for a period of three (3) months, including base wages and allowances/penalties. Payment due should be calculated to include:

- (i) payment for ordinary working hours; and
  - (ii) allowances, loadings and penalties; and
  - (iii) any other amounts payable under the Employee's employment contract.
- (d) The above provisions do not replace an Employee's entitlement to a severance payment, outlined in clause 38.4, if a reasonable alternative position cannot be found.

#### 38.4 **Severance Pay**

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

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

\***Week's pay** is defined in Clause 38.1.

- (a) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by Clause 59 – Long Service Leave.
- (b) Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [[PR032004](#), 26 March 2004] and the *Redundancy Case Supplementary Decision* [[PR062004](#), 8 June 2004].

#### 38.5 **Employee Leaving during Notice Period**

An Employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice set out in Clause 37 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and

payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

#### 38.6 **Alternative Employment**

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

#### 38.7 **Job Search Entitlement**

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

#### 38.8 **Employees Exempted**

Clause 38 of this Agreement does not apply to:

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

#### 38.9 **Transmission of Business**

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

#### 38.10 **Incapacity to Pay**

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

#### 38.11 **Redundancy Disputes**

- (a) Clauses (a) and (b) below impose additional obligations on an Employer where an Employer contemplates termination of employment due to redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to Employers who employ fewer than 15 Employees.
- (b) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide affected Employees and

the relevant union or unions (if requested by any affected employee) in good time, with relevant information including:

- the reasons for any proposed redundancy;
- the number and categories of workers likely to be affected; and
- the period over which any proposed redundancies are intended to be carried out.

(c) Where a redundancy dispute arises and discussions occur in accordance with this clause the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

## **PART D – CAREER STRUCTURE**

### **39 CLASSIFICATIONS**

- 39.1 The wage rates and allowances for the classifications are set out in Appendix A. The classification definitions and appointment and progression criteria are set out in Appendix B.
- 39.2 Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into Appendix A of this Agreement.
- 39.3 From the commencement of this Agreement the Classification Experience payments at each year will be increased by the wage increases specified in this agreement (i.e. the experience payments will not be a fixed amount but will be indexed by the wage increases).
- 39.4 All prior experience in the industry will be recognised by the Employer in relation to both Aged Care Employees and Registered and Enrolled Nurses as defined.
- 39.5 The Classification structure for this Agreement has been modernised and updated. Please refer to Appendix E for an explanation of how the old Wage Skill Groups have been mapped to the new Classification levels.

### **40 REGISTERED AND ENROLLED NURSES**

#### **Registered Nurses**

#### **40.1 Registered Nurse Entry Level**

An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the



weekly salary applicable to that Enrolled Nurse (inclusive of Seniors and Qualification Allowance where applicable) effective from commencement of employment as a Registered Nurse.

**40.2 Registered Nurse Grade 4A Structure**

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

**40.3 Registered Nurse Grade 5**

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

**Enrolled Nurses**

40.4 The classification structure for Enrolled Nurses is set out in Appendix B. An Enrolled Nurse will progress from Pay Point to Pay Point, subject only to the prescribed requirements in Appendix B.

**40.5 Enrolled Nurse Entry Level and Progression**

Effective from 31 December 2024, all ENs with notation (unable to administer medications) will be classified at EN Level 1.2 (the previous EN Pay Point 8). An EN with notation cannot progress to Level 2.

Effective from 31 December 2024, all ENs without notation (i.e. authorised to administer medications) will translate to the closest Pay Point in EN Level 2. Level 2 has been reduced from eight Pay Points (1-8, but 1 and 2 were not previously utilised) to six (Level 2.1- Level 2.6). ENs will translate as follows:

<b>Current Pay Point</b>	<b>New Classification</b>
EN Pay Point 3	EN Level 2.1 (entry point Diploma)
EN Pay Point 4	EN Level 2.2
EN Pay Point 5	EN Level 2.3
EN Pay Point 6	EN Level 2.4
EN Pay Point 7	EN Level 2.5
EN Pay Point 8	EN Level 2.6

The entry point for all Enrolled Nurses with a Diploma of Nursing or equivalent is Level 2.1.

#### **41 AGED CARE EMPLOYEES**

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

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

#### **41.3 Qualification for a New Role**

- (a) Where an Employee under this Agreement becomes qualified to perform work in another role (e.g. a PCW becomes qualified to work as an EN or RN), the Employee shall notify the Employer in writing.
- (b) The Employer shall respond to the Employee in writing, advising of any current vacancies for the classification the Employee is now qualified to perform. Such vacancies may include anticipated vacancies.
- (c) In the event that there are no vacancies, the Employee may remain at his or her current classification.
- (d) In the event that there are vacancies, the Employer and Employee shall meet to discuss them. The purpose of the meeting will be to reach agreement on the terms of Employee's employment at the new classification for which they are qualified. The details of such appointment shall be subsequently provided in writing consistent with the requirements at Clause 32 (Letter of Appointment). Where the Employer and Employee cannot reach agreement regarding the terms of appointment at a new classification, the Employee shall remain at the current classification.
- (e) Nothing in this clause shall break the continuity of the Employee's service.
- (f) The Employer and Employee may have their chosen representative assist them at any time.
- (g) In the event of any dispute regarding this process, either party may notify a grievance in accordance with the Dispute Settlement clause of this Agreement.

- (h) For the sake of clarity, this clause does not apply to a circumstance where an Employee obtains a qualification that entitles him or her to a Qualification Allowance or a higher grade within their current classification or progression to another pay point (e.g. an unqualified PCW can progress to a Cert III or Cert IV upon achieving that level of qualification).

**41.4 Dual Appointments**

- (a) A part-time Aged Care Employee may, in addition to their substantive classification, apply and be appointed to another part-time position at a higher or lower classification described by this Agreement.
- (b) For the purposes of calculating entitlements where dual appointments apply, an Employee’s ordinary time rate of pay will be calculated on the leave accrued at either level and the Employee paid accordingly.
- (c) Nothing in this Agreement shall be construed as allowing an Employee’s ordinary classification to be reduced or for different rates of pay to apply to a shift, except where the Higher Duties provision applies.

**42 TRAINEES**

**42.1 STUDENTS OF NURSING**

When studying a Nursing qualification, a Personal Care Worker employee will commence and progress under the proposed structure.

<b>Unqualified PCWs (Direct Carer Level 2)</b>	
Employees in Direct Carer Level 2 progress to Direct Carer Level 3 Year 1	After completing 33% of the modules of the diploma <b>or</b> After completing 17% of the modules of the degree
Employees in Direct Carer Level 3 progress to Direct Carer Level 5A Year 1	After completing 66% of the modules of the diploma <b>and</b> After completing 33% of the modules of the degree

<b>Cert III Qualified PCWs (Direct Carer Level 3)</b>	
Employees in Direct Carer Level 2 progress to Direct Carer Level 5A Year 1	After completing 33% of the modules of the diploma <b>and</b> After completing 17% of the modules of the degree

<p>Employees in Direct Carer Level 5A Year 1 progress to Direct Carer Level 5A Year 3</p>	<p>After completing 66% of the modules of the diploma  <b>and</b>  After completing 33% of the modules of the degree</p>
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- (a) The Employer will inform each new employee about this classification progression. Each new Employee will be asked if they are a student of nursing and the response recorded.
- (b) Progression will be automatic from the date of completion of the required six or twelve months of the course. However, the PCW/student of nursing will only be paid at the higher rate once they have provided evidence of completion of the required percentage of modules. A letter from the RTO or university attesting to their completion of the required modules will be sufficient evidence.
- (c) Back-payment of the higher classification rate will only be made for a maximum of three months i.e. where evidence is provided within three months of completion of the six or twelve months as the case may be. Payment will only commence from the time the evidence is received by the Employer where evidence provided more than three months after completion of the six or twelve months.

42.2 The pay rates for Aged Care Trainees are included in the pay rates provided in Appendix A. The Aged Care Trainee rate is at Non-Direct Carer Level 2 for all trainees other than a Personal Care Worker who shall be paid at Direct Carer Level 2 Year 1. In all other respects the terms and conditions of trainees are provided by this Agreement.

**PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT**

**43 EDUCATION AND PROFESSIONAL DEVELOPMENT**

43.1 Employees who wish to undertake external education courses, which are relevant to their work and their career development, will be favourably considered for paid work release subject to the needs of the Employer.

**43.2 Professional Development Leave**

Employees shall be entitled to up to five (5) days paid leave (pro rata for part time Employees who have an entitlement as prescribed at clause 43.3 below) in total in anyone year for the purposes of:

- (a) **Examination Leave**

Examination leave constitutes leave for undertaking and/or preparing for examinations in a course of study approved by the Employer and directly relevant to the work / classification / career structure. Generally, such leave would be for study undertaken in a Tertiary Institution. An additional three (3) days paid leave will be provided explicitly for this purpose, in addition to the five (5) days in clause 43.2.

(b) **Seminar Leave**

Seminar leave constitutes leave to attend external seminars relevant to the work undertaken by the Employee.

Applications should be submitted (including any request for associated funding) to the Program Manager / DON who will make a recommendation to the appropriate service Director. Permission to attend and/or receive financial support will depend upon the relevance of the subject matter to the needs of the Employer and the extent to which budgeted funds for external training are still available.

43.3 An entitlement to leave pursuant to Clause 43.2 shall:

- (a) Be available to full-time and part-time Employees who are employed to work an average of at least three shifts or 24 hours per week.
- (b) Be subject to an Employee having been employed by the particular establishment for twelve months immediately prior to taking the leave.
- (c) 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) Not accumulate from year to year.

43.4 The leave entitlements pursuant to this clause are in addition to any entitlement under this Agreement.

43.5 The Employer shall, within seven days of the request being made, notify the Employee in writing whether the leave is approved. If the leave is not granted the reasons will be included in the notification to the applicant.

43.6 The Employer will develop and publish to all Employees a transparent process for making and assessing applications by Employees for leave under this clause, including a system of ensuring equity of access across the workforce. The Employer policy will be provided to all Employees upon commencement of employment and on each occasion that the policy is amended. Grievances in relation to the granting of

leave under this clause can be resolved through the Dispute Resolution Procedure.

43.7 The Employer believes in developing the skills and potential of existing Employees especially:

- PCWs undertaking a course of study leading to registration as a Registered or Enrolled Nurse; and
- Enrolled Nurses undertaking a course of study for undergraduate Registered Nurse education, medication endorsement or gap training for changes or additions to medication endorsement qualifications.

To facilitate such development, the Employer will further develop policies and programs to assist Employees to meet the requirements of further study.

#### **44 PROFESSIONAL DEVELOPMENT LEAVE**

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

#### **45 INTERNAL/COMPULSORY EDUCATION AND TRAINING**

45.1 All Employees have a responsibility to maintain and upgrade their skills commensurate with the requirements of their position. In particular every Employee must attend training required to meet statutory responsibilities including but not limited to: fire and emergency training, manual handling training, infection control, food handling provided by the Employer in each twelve month period or as required.

45.2 Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be

- (a) the length of the training or one hour whichever is the greater where that training is scheduled continuous with the commencement or end of a rostered shift for that Employee.
- (b) where the training has not been scheduled at the start or finish of a shift for which the Employee is rostered, and the Employee has to make a separate trip to the facility the payment will be the length of the training or two (2) hours whichever is the greater.
- (c) training hours do not contribute to hours of work for the purpose of overtime.

45.3 Attendance at any training course other than those referred to in Clause 45.1 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.

45.4 Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required

45.5 **E-Learning**

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.

E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the Employee, modules may be completed outside of working hours.

The Employer will allocate an amount of time and adequate computer resources 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 (but a minimum of 30 minutes).

Where an Employee finds that it takes more than the allocated time to complete a module, the Employee shall seek assistance from their Manager. The Manager will take steps to ensure the Employee is able to complete the training.

When, or if an Employee is regularly required to complete such training outside of their ordinary hours of duty they will do so for up to eight (8) hours in any year before being paid overtime rates.

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

### **46 HOURS OF WORK**

46.1 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four-week period (or by mutual agreement, a five-week period in the case of an employee working ten hour shifts) and shall be paid either:

- (a) in a week of five days in shifts of not more than eight hours each; or
- (b) by mutual agreement in a week of four days in shifts of not more than ten hours each; or
- (c) by mutual agreement, provided that the length of any ordinary shift, shall not exceed ten hours; or

- (d) in 76 hours per fortnight to be worked as not more than ten days of not more than eight hours each; or
  - (e) in 152 hours per four-week period to be worked as nineteen days each of eight hours.
- 46.2 Employees who, pursuant to Clause 46.1(e) above receive an accrued day off or rostered day off (ADO or RDO) may, with the consent of the Employer accumulate such ADOs or RDOs up to a maximum of five in any one year. Accumulated ADOs or RDOs must be taken in the year in which they accumulate. In the case of termination of employment for whatever reason, accumulated ADOs will be paid to the Employee by the Employer.
- 46.3 Subject to the roster provision Clause 49 – Rosters, not more than 48 ordinary hours are to be worked in any week within a fortnight pay period of 76 ordinary hours.
- 46.4 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am.
- 46.5 **Notice of Days Off**

Except as provided in Clause 46.1, in cases where by virtue of the arrangement of their ordinary working hours an Employee is entitled to a day off during their work cycle, such Employee shall be advised by the Employer at least four weeks in advance of the week day they are to take off.
- 46.6 **Substitute Days**
  - (a) An individual Employee, with the agreement of their Employer, may substitute the day they are to take off for another day.
  - (b) An Employee would therefore work on what would normally have been their accrued or rostered day off and accrue an entitlement to bank a rostered day off to be taken at a mutually convenient time for both the Employee and the Employer, provided that no less than seven days' notice is given before taking the banked accrued or rostered day(s) off.
  - (c) No payments or penalty payment shall be made to Employees working under this substitute banked accrued or rostered day off. However, the Employer will maintain a record of the number of accrued or rostered days banked and will apply the



Average Pay System during the weeks when an Employee elects to take a banked accrued or rostered day off.

- (d) Employees terminating prior to taking any banked accrued or rostered day(s) off shall receive the following: Average weekly pay X number of banked substitute days divided by 5.
- (e) The Unions shall be notified in writing by the Employer of agreements made pursuant to this subclause by no later than the end of the 5<sup>th</sup> working day subsequent to the day upon which such agreement is made.

#### **Day/s Off in Each Week - Registered Nurses**

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

#### **Day/s Off in Each Week - Enrolled Nurses and Aged Care Classifications Only**

- 46.9 Other than by mutual agreement, and at the written request of the Employee, no Employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.
  - (a) Provided further that notwithstanding anything else contained in this part, where the employer requires an employee to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until they have been given 24 hours off duty.
  - (b) For the purposes of this clause the working week shall commence at midnight on a Sunday.
- 46.10 Where necessary an Enrolled Nurse or Aged Care Employee shall be entitled to cease work ten minutes before their rostered finishing time to enable them to wash or to change their clothes.

## 47 OVERTIME

- 47.1 Only authorised overtime will be paid, except in urgent situations where it is impracticable to obtain such authorisation. Overtime is authorised where:
- (a) The Employee is required or requested by a nominated representative of Mecwacare to perform overtime; or
  - (b) Overtime is approved, usually in advance, either verbally or in writing, by a nominated representative of Mecwacare; or
  - (c) A nominated representative of Mecwacare requires or requests the Employee to complete work that cannot be reasonably completed in their rostered shift.
- 47.2 The Employer may require an Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement. An Employee is entitled to refuse a request to work additional hours where that request is unreasonable, taking into account the factors identified in s.62(3) of the *Fair Work Act*, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.
- 47.3 Overtime is payable to Employees in the following circumstances:
- (a) When they work more than 76hrs in a fortnight; or
  - (b) When they work more than 48hrs in any week of the pay fortnight of 76hrs; or
  - (c) When they work more than their ordinary shift length (8 or 10 hours) on any given day; or
  - (d) When a part time Employee works in excess of their rostered hours on any given day, unless they have agreed in writing to work such hours at ordinary rates; or
  - (e) On any occasion when incidental overtime occurs; or
  - (f) Other than casuals, when they are required to work having not had at least an 8-hour break since the end of their previous engagement, or a 10-hour break if their previous engagement included recall to duty or a requirement to continue working past the end of their ordinary shift.

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

### **Definition - Incidental Overtime**

Incidental overtime occurs when an Employee who is already rostered to work is asked, or required, by Mecwacare to commence their rostered shift early, or to continue to work past the published end time of that rostered shift on the same day and, as a result, works more than the set full-time rostered shift length for that shift (usually 8 hours for day and PM shift and 10 hours for night shift).

For clarity, if an Employee commences their rostered shift early, they will be paid at overtime rates until the commencement of their ordinary hours rostered shift.

Incidental overtime only applies to casual Employees after 10 ordinary hours have been worked.

**Example 1:**

*Susan is rostered to work seven (7) hours on Wednesday. During her shift on Wednesday, Mecwacare ask Susan to stay back for two (2) hours. Susan agrees to this request and is paid two (2) hours at overtime rates because the request to work additional hours was made on the same day.*

**Example 2:**

*Mohammed is due to start work at 2pm on Tuesday. His manager phones him on Tuesday morning and asks him to commence work one (1) hour early, which he agrees to do. The additional hour is paid at overtime rates because the request to work the additional hour was made on the same day as the rostered shift.*

**47.4 Overtime will be paid at the following rates:**

<b>Registered Nurses</b>		
<b>Day</b>	<b>First 2 Hours</b>	<b>Thereafter</b>
Weekday	150%	200%
Saturday	150%	200%
Sunday	200%	200%
Public Holidays	230%	230%

<b>Enrolled Nurses</b>		
<b>Day</b>	<b>First 2 Hours</b>	<b>Thereafter</b>
Weekday	150%	200%
Saturday	150%	200%
Sunday	200%	200%
Public Holiday	250%	250%

<b>AGED CARE</b>		
<b>Day</b>	<b>First 2 Hours</b>	<b>Thereafter</b>
Weekday	150%	200%
Saturday	200%	200%
Sunday	200%	200%
Public Holiday	250%	250%

<b>Casual Registered Nurse (includes casual loading)</b>		
<b>Day</b>	<b>First 2 Hours</b>	<b>Thereafter</b>
Weekday	175%	225%
Saturday	175%	225%
Sunday	225%	225%
Public Holiday	300%	300%

<b>Casual Enrolled Nurse (includes casual loading)</b>		
<b>Day</b>	<b>First 2 Hours</b>	<b>Thereafter</b>
Weekday	187.50%	250%
Saturday	187.50%	250%
Sunday	250%	250%
Public Holiday	312.50%	312.50%

<b>Casual Aged Care (includes casual loading)</b>		
<b>Day</b>	<b>First 2 Hours</b>	<b>Thereafter</b>
Weekday	187.50%	250%
Saturday	250%	250%
Sunday	250%	250%
Public Holiday	312.50%	312.50%

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

47.6 Other Overtime Situations (Broken shifts only)

- (a) Employees will not be rostered to work broken shifts
- (b) Where an Employee requests to work broken shifts, overtime will not be payable
- (c) In circumstances where a second short shift is worked on the same day, not at the request of the Employee, overtime will be payable:

- (i) outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty - double time; or
- (ii) outside a spread of nine hours from the time of commencing work by an employee rostered to work broken shifts - time and three quarters, and outside a spread of twelve hours from the time of commencing work - double time.

**47.7 All Employees (other than casuals): Rest Periods - Affected by Overtime (Including Saturdays and Sundays)**

- (a) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten (10) hours continuously off duty between the work of successive shifts.
- (b) An Employee (other than a casual employee) who works so much overtime between the termination of their 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 (10) hours continuously off duty between those times, shall subject to this subclause, be released after completion of such overtime worked until they have ten (10) hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- (c) If, on the instructions of their Employer, such an Employee resumes or continues work without having had ten (10) 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 are entitled to be absent until they have had ten (10) hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- (d) In the event of an Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to their place of residence, the Employer shall provide adequate transport free of cost to the Employee.

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

**47.9 Recall to Duty**

- (a) An Employee, whether required to be on call or not, and who is recalled to work after leaving the Employer's premises will be paid for a minimum of three (3) hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.
- (c) An Employee who is recalled to work will not be obliged to work for three hours if the work for which the Employee was recalled is completed within a shorter period.
- (d) If an Employee is recalled to work, the Employee will be provided with transport to and from their home or will be refunded the cost of such transport.

**47.10 Employee right to disconnect**

- (a) An Employee may refuse to monitor, read or respond to contact, or attempted contact, from an Employer outside of the Employee's working hours and will not be penalised for such refusal unless the refusal is unreasonable.
- (b) An Employee may refuse to monitor, read or respond to contact, or attempted contact, from a third party if the contact or attempted contact relates to their work and is outside of the Employee's working hours and will not be penalised for such refusal unless the refusal is unreasonable.
- (c) Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of subsections (a) and (b), the following must be taken into account:
  - (i) the reason for the contact or attempted contact;
  - (ii) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the Employee;
  - (iii) the extent to which the Employee is compensated:
    - (A) to remain available to perform work during the period in which the contact or attempted contact is made; or
    - (B) for working additional hours outside of the Employee's ordinary hours of work;

- (iv) the nature of the Employee’s role and the Employee’s level of responsibility;
- (v) the Employee’s personal circumstances (including family or caring responsibilities).

47.11 Employees may be contacted outside of their working hours, but are not required to respond to matters relating to:

- (a) The offer of additional shifts;
- (b) Requests to work additional hours;
- (c) Requests to alter shift start or finishing times

47.12 Whilst the Employer will make its best endeavours not to do so, Employees may be contacted outside of their working hours and are expected to respond to matters, where reasonable, relating to:

- (a) The care of residents or clients where such contact cannot reasonably wait until the Employee is next on shift
- (b) Emergency reporting requests driven by external parties (e.g. Aged Care Quality and Safety Commission)

47.13 If the Employee is contacted and responds in relation to a matter outlined in subclause 47.11, they will be paid at least one (1) hours pay at the appropriate overtime rate or the duration of the contact and response required.

## 48 SATURDAY AND SUNDAY WORK

48.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for in accordance with the table below. Such rates are in addition to, not in substitution of, the relevant shift loading.

Employee type	Saturday	Sunday
Full-Time / Part-Time Registered Nurse	150%	170%
Full-Time / Part-Time Enrolled Nurse	150%	170%
Full-Time / Part-Time Aged Care Employee	150%	175%

See clause 28.6(c) for casual weekend rates.

## 49 ROSTERS

### 49.1 Publication

- (a) A roster of at least fourteen (14) days duration setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be published at least fourteen (14) days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the ANMF and HWU.
  - (b) The posting of a roster shall include a statement that an Employee may notify the Employer that the Employee does not agree to a change of shift (as defined in Clause 50 of this Agreement) proposed in that roster and advising Employees how to provide any such notification.
- 49.2 Except as in emergency situations seven (7) days' notice shall be given of a change in roster. "Emergency situation" means a sudden event which is outside the Employer's control and cannot be planned for (e.g., a gastro or COVID outbreak). It does not include the usual fluctuations in staffing (e.g., personal or annual leave) or the implementation of roster reviews for the facility.
- 49.3 If the Employer changes the Employees' ordinary hours roster (whether by direction or request), without seven (7) days' notice and outside the excepted circumstances prescribed in Clause 49.2 above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to 2.5% of the allowance rate as defined and as set out in Appendix A.
  - (a) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.
- 49.4 An Employee, by making a request in writing to the Employer, may have their roster fixed by the provisions of paragraph (b) below, in lieu of Clauses 49.1 to 49.2.
  - (a) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
  - (b) An Employee may rescind any such request at any time, by giving written notice to the Employer. In such a case the roster for the Employee shall be fixed according to the provisions of Clauses 49.1 to 49.2, from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employee.
- 49.5 The roster or rosters shall be drawn up so as to provide at least ten hours between successive ordinary shifts, which may be reduced to eight hours by mutual agreement.



- 49.6 Mecwacare will endeavour to roster Employees to provide at least two (2) consecutive days off duty in any week, unless the Employee has requested, and an alternative arrangement has been agreed in writing.
- 49.7 This clause shall not apply to casual Employees, Directors of Nursing or Deputy Directors of Nursing.
- 49.8 In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of Clause 49.4 above, if not resolved at the workplace it shall be referred to the Fair Work Commission for resolution in accordance with the Dispute Resolution Procedure of the Agreement.
- 49.9 **Daylight Saving**
- (a) If an Employee works on a shift during which time changes because of the introduction of, or cessation to, daylight saving, that Employee shall be paid for the actual hours worked at the ordinary time rate of pay (including any shift penalties or allowances ordinarily payable in respect of this shift).
  - (b) No overtime is payable for the additional hour worked because of daylight saving.

## **50 SHIFT WORK**

- 50.1 In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5 per cent of the relevant allowance rate as defined per rostered period of duty.
- 50.2 Provided that in the case of an Employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m., they shall be paid for any such periods of duty an amount equal to 5 per cent of the relevant allowance rate per rostered period of duty
- 50.3 Provided that in the case of an Enrolled Nurse or Aged Care Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first ("change of shift") he or she shall be paid an amount equal to 4 per cent of the relevant allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause ("change of shift allowance").
- 50.4 Notwithstanding the provisions of Clause 50.3 above the change of shift allowance is not payable in the following circumstances:
- (a) Where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts;

- (b) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays;
- (c) In the case of a Aged Care Employee, where an Employee is a regular part-time Employee and a change of shift arises from an agreement made in accordance with this clause of the Agreement.
- (d) In the case of a Registered or Enrolled Nurse, such Employee at the time of engagement or subsequently has agreed in writing on the same hours worked each day, on the same days of the week, and the same starting and finishing hours as those of the roster which require a change of shift.
- (e) Where an Employee has been employed for at least 3 months on the same hours worked each day, on the same days of the week, and the same starting and finishing hours, as those of the roster which require a change of shift.
- (f) The provisions of paragraphs (b), (c) and (d) shall not apply to an Employee who, immediately prior to the date of operation of this Agreement, has been paid a change of shift allowance in respect of changes of shifts to which paragraphs (b), (c) and (d) would otherwise apply.
- (g) Where an Employee requests to be recorded on a list of staff willing and available to work specified additional shifts in the next roster period, and a change of shift arises from that Employee working any shift filled from that list.
  - (i) In circumstances other than those applying in paragraphs (b)-(f) inclusive, where an Employee is required by a roster posted in accordance with Clause 50.1 to work a change of shift.
  - (ii) Notwithstanding sub-paragraph (i) herein, an Employee may notify the Employer in writing within 24 hours of the next shift to be worked by that Employee following the posting of such a roster that the Employee does not agree to a change of shift for that Employee proposed in that roster.
  - (iii) Where an Employee notifies the Employer in accordance with sub-paragraph (i), the Employer may:
    - (A) reach agreement with the Employee on working a different shift or shifts on that roster in which case the Employee shall not be paid a change of shift allowance; or

(B) require the Employee to work an amended roster which reduces or eliminates changes of shifts but provides no fewer shifts and hours than the original proposed roster in which case the Employee shall only be paid a change of shift allowance in respect of any change of shift required by the amended roster; or

(C) require the Employee to work a change of shift, in which case the Employee shall be paid a change of shift allowance.

(h) From the date of operation of this sub-clause no term of any contract of employment or other instrument shall require an Employee to make a request, or constitute a request, for the purposes of paragraphs (a) or (d).

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

## **51 MEAL BREAKS**

51.1 An employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which must be taken before the completion of five hours work. Employees are entitled to leave the ward/unit and facility or client premises during their meal break.

51.2 Where an Employee is unable to take their unpaid meal break due to not being able to leave the Residence or client premises for that period of a meal break or is on call/required to remain available or is on duty, the mealtime is to be paid at overtime rates.

51.3 Where an Employee is regularly unable to take their meal break (such as a site where there is only one (1) RN on shift) then a paid meal break or "crib time" arrangement should operate for all meal breaks. In such cases the Employee is granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Where they are interrupted during that paid meal break, they will be paid the overtime rate for the work performed during that interruption (which must be documented).

51.4 Provided that at the request of the Employee, and with the agreement of the Employer, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of meal break and crib time provisions, finish the shift 30 minutes earlier.

## **52 REST INTERVALS**

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

## **53 HIGHER DUTIES**

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

## **54 TRANSITION TO RETIREMENT**

- 54.1 Employees who have been employed for 12 months or longer may advise the Employer in writing of their intention to genuinely retire within the next two (2) years from their Employer and may participate in a transition to retirement arrangement. Subject to this Agreement, a transition to retirement arrangement is a permanent arrangement that is agreed between the Employee and the Employer.
- 54.2 Transition to retirement arrangements may be proposed. The Employer will provide details of the proposal for the Employee's consideration including any relevant information (including indicative changes to pay) about the implications of the proposal. The Employee will be given a reasonable opportunity to consider the proposal. Employees are encouraged to seek advice regarding the proposal.
- 54.3 Where a transition to retirement arrangement is agreed, it will be implemented through:
  - (a) a flexible working arrangement (see clause 11.1);
  - (b) an individual flexibility agreement (see clause 11.6);

- (c) an agreement in writing between the parties; or
- (d) any combination of the above.

54.4 A transition to retirement arrangement may include but is not limited to:

- (a) alteration of working hours, e.g. part-time employment, shift pattern;
- (b) a job share arrangement;
- (c) flexible use of Long Service Leave (LSL)

54.5 The Employer will consider, and not unreasonably withhold its approval of a request by an Employee to transition to retirement through:

- (a) using accrued LSL or Annual Leave for the purpose of reducing the number of days worked or their working hours but retaining their previous employment status;

*Examples:*

1. *A full-time Employee may work 3 days per week and have 2 days of accrued long service leave per week, retaining their full-time status.*
2. *A part-time Employee employed for 24 hours per week may work 20 hours per week and take 4 hours of accrued annual leave per week, retaining their status as a part-time Employee employed for 24 hours per week.*

## **PART G – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS**

### **55 ANNUAL LEAVE**

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

#### **55.1 Basic Entitlement**

- (a) All Registered and Enrolled Nurse Employees shall be granted a minimum of five weeks (190 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause55.8(a).
- (b) All Aged Care Employees will be entitled to four weeks (152 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause55.8(a).

- (c) Such entitlement will accrue progressively during a year of service according to the Employee's ordinary hours of work (including ordinary additional hours of work, but not overtime), and such leave will accumulate from year to year.
- (d) Annual Leave accruals will be displayed on each Employee's pay slip.

## 55.2 **Shift Work**

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

- A Registered Nurse is required to work and worked ordinary hours on weekdays and on weekends; or
- An Enrolled Nurse works for more than four (4) ordinary hours on 10 or more weekends.
- An Aged Care Employee, who is **regularly** rostered to work their ordinary hours outside 6.00am to 6.00pm (OR 7:00pm if applicable) Monday to Friday; and/ or works or more than four ordinary hours on 10 or more weekends. Regularly means where the Employee has worked 173 PM or Night Shifts in an anniversary year.

## 55.3 **Accrued Days Off and Annual Leave**

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

## 55.4 **Public Holidays and Personal Leave occurring during Annual Leave**

- (a) Where any public holiday occurs during any period of annual leave, the Employee is entitled to receive payment for that public holiday and to have the annual leave that was to be taken on that day re-credited. However, the Employee may instead elect to receive an additional sum equal to a day's ordinary pay for such day rather than having it re-credited.
- (b) Where an Employee becomes sick whilst on annual leave on any days on which he or she would otherwise have worked, and immediately forwards to the Employer a certificate of a

registered health practitioner, then the day or days specified in the certificate shall be deducted from any paid sick leave entitlement standing to the employee's credit, and the annual leave day(s) shall be re-credited to his or her annual leave entitlement.

#### **55.5 Effect of Termination on Annual Leave**

- (a) Where the employment of an Employee is terminated, the Employer shall be deemed to have given all accrued leave (except so much, if any, as has already been taken) to the Employee as from the date of the termination of the employment, and shall forthwith pay to the Employee, in addition to all other amounts due to the Employee, the Employee's ordinary pay for the period of such leave, together with annual leave loading applicable to that leave.

Nothing in this subclause affects the obligation of an Employer to give, or an Employee to take, annual leave in accordance with this Agreement.

- (b) The annual leave loading prescribed in Clause 55.8(a) shall apply to pro rata payment of leave on termination or resignation of employment.
- (c) Where annual leave has been taken in advance and:
  - (i) the employment of the Employee is terminated before they have completed the year of employment in respect of which such annual leave or part was taken; and
  - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under paragraph (a);
  - (iii) the Employer shall not be liable to make any payment to the Employee under paragraph (a) and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

#### **55.6 Taking of Leave**

- (a) Four (4) weeks' notice of the date from which an Employee intends to commence their annual leave shall be given by either the Employer (subject to paragraph (c) below) or Employee unless otherwise mutually agreed upon between the parties concerned. The Employer will respond to the annual leave request within two (2) weeks.

- (b) In considering requests for annual leave, Mecwacare will make all reasonable efforts to achieve an equitable approval process having regard to, among other relevant considerations, leave history over the preceding year(s) and during particular periods such as Christmas, Easter, school holidays, culturally significant periods and recency of leave, save that Mecwacare will not unreasonably refuse an Employee's request for annual leave.
- (c) An Employee with an accrued annual leave entitlement can apply for annual leave at any time (including single day leave) and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when excessive annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that this can only occur in accordance with clause 55.7 below
- (d) Except as provided in paragraph (e) below if the Employee and the Employer so agree the annual leave period or either of such separate periods may be taken wholly or partly in advance before the Employee has become entitled to the annual leave.
- (e) On application by the Employee and by agreement with the Employer annual leave may be taken as single days in each year of employment. These single days may be taken consecutively. Annual leave so taken shall be exempt from the payment in advance requirements below and shall be paid in the next pay period.
- (f) An Employee may utilise their annual leave in lieu of personal/carer's leave if they have exhausted their personal/carer's leave entitlements and:
  - (i) The Employee requests to utilise their annual leave; and
  - (ii) There has not been a previous request for leave made on the same day

In these circumstances, an Employee is not expected to provide more notice than would be required for personal/carer's leave but an Employee will be required to provide evidence to support their absence, in accordance with the personal/carer's leave clause.

#### 55.7 Excessive Leave

- (a) The Employer may direct an employee take a period of annual leave where the employee has accrued excessive annual leave. Excessive annual leave is defined as accrued leave in excess of 150% of the employee's annual leave entitlement (e.g. in



excess of 7.5 weeks leave for an Employee who has an entitlement to 5 weeks' leave per year as an RN, EN or as a shift worker PCW). The Employer will not direct the Employee to reduce the accrued leave to less than 150% of their annual leave entitlement.

- (b) The Employer has an expectation that each employee will take at least two weeks of annual leave in each year and reserves the right to discuss the taking of leave and fatigue issues where an Employee has not taken any leave for a period longer than six months and does not have leave planned.
- (c) Where the employee has excessive annual leave, and before directing the employee to take a period of leave, the employer will:
  - (i) give the employee a reasonable opportunity to submit a plan to reduce the leave to not less than 150% more than their annual leave entitlement within three months; and
  - (ii) not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement, provided the plan will not result in the employee continuing to have an excessive leave balance taking in to account future accruals between agreeing to the leave plan and the taking of the leave.

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

- (a) Employees shall receive their ordinary pay during all periods of annual leave and, before going on leave, and may elect to be paid in advance for the period of such leave. **Ordinary pay** for the purposes of Annual Leave means the Employee's usual weekly hours of work, or their average hours of work over the preceding 12 months, whichever is the greater, multiplied by their hourly rate of pay, provided that:
  - (i) In addition to the ordinary pay, as defined in this clause, all Employees shall receive the higher of either:
    - (A) a loading of 17.5% calculated on the ordinary rate of salary;
    - or*
    - (B) in respect of each week of leave granted an amount comprising the following that the Employee would have received had they not been on leave during the relevant period.
      - all payments for ordinary hours of work;

- shift work allowances according to roster or projected roster;
  - Saturday and Sunday special rates according to roster or projected roster;
  - qualification allowances;
  - uniform allowances;
- (b) For the purposes of this part, unless otherwise stated, a year of employment shall be deemed to be unbroken notwithstanding:
- (i) any annual leave or long service leave taken therein;
  - (ii) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
  - (iii) any absence from work in the year of employment on account of sickness or accident;
  - (iv) any absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Employer;
  - (v) any absence on any other account not involving termination of employment;

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

- (c) Where an Employee reduces their working hours by agreement with the Employer, any accrued hours of leave will be preserved as at the time of the reduction. On each subsequent period of annual leave, and at the request of the Employee and not otherwise, the Employee may elect to be paid annual leave at the pre-reduction accrual rate and may continue to so elect until the preserved hours are exhausted. All payments of such accrued preserved leave will be paid annual leave loading of 17.5%. However, where the accrued annual leave exceeds 152 hours, before the reduction in contracted working hours occurs the Employer may direct that

up to half of the accrued annual leave is taken by the Employee.

#### **55.9 Cashing Out Annual Leave**

- (a) An Employee may “cash out” an amount of annual leave credited to the employee (in lieu of the amount of annual leave) subject to the following:
  - (i) A request to cash out annual leave may only be made once in any 12-month period.
  - (ii) No more than ten (10) days of accrued annual leave may be “cashed out” in any 12-month period.
  - (iii) Notwithstanding the above, an Employee’s “bank” of annual leave accrued must never fall below twenty (20) days (pro rata for part time).
  - (iv) On each occasion the Employee wishes to “cash out” an amount of annual leave, the Employee must advise the Employer in writing, of the Employee’s election to “cash out” an amount of annual leave and the amount of annual leave to be “cashed out”.
  - (v) Each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the Employer and the Employee.
- (b) Any annual leave that is “cashed out” will be paid at the rate ordinarily paid for annual leave.
- (c) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of “cashed out” annual leave.

#### **55.10 Flexible Leave**

- (a) An Employee who is entitled to annual leave, on application and with the agreement of the Employer (such agreement will not unreasonably be withheld) may work on a '48/52' work arrangement or other configuration up to 48/52 (for example, 50/52).
- (b) The 48/52 work arrangement allows an Employee an additional 4 weeks' annual leave per annum, provided that the Employee agrees to be paid the hourly rate applicable to the Employee divided by 52 and multiplied by 48, to arrive at a reduced hourly rate that compensates the Employer for the increased leave.

- (c) Requests must be approved by the relevant General Manager and will be assessed on an annual basis. Approval will be for one (1) year only and where such an arrangement is put in place, the flexible leave to be taken shall be fixed at the commencement of the calendar year.
- (d) Flexible Leave must be used in the twelve-month period in which it is purchased.
- (e) Flexible Leave and associated salary deductions will be based on the Employee's average daily hours and the Employee's substantive salary.
- (f) If personal leave is taken while an Employee is working on the flexible leave model, the daily rate of pay is the flexible rate.
- (g) Where the Employee's employment terminates, deductions made for flexible leave not yet taken will be repaid.
- (h) Where the Employee's employment terminates and there are outstanding deductions for flexible leave, the Employee may elect to have the amount treated as overpayment of salary or offset against Annual Leave credits.
- (i) At the end of the calendar year, the flexible leave arrangement will lapse unless the Employee makes a further application for a flexible arrangement for the following year which is approved by the relevant General Manager.

## **56 PERSONAL LEAVE**

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

### **56.1 Definitions**

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

### **56.2 Access to Paid Personal Leave**

- (a) Paid personal leave is available to an Employee, when they are absent:

- (i) due to personal illness or injury; or
  - (ii) for the purposes of providing care or support for an immediate family or household member who is sick and requires the Employee's care or support or who requires care or support due to an unexpected emergency.
  - (iii) for the purposes of clause 62 (Family and Domestic Violence Leave) after special paid leave has been used in any year
- (b) The Employer may, in its discretion, grant paid leave consistent with the provisions for carer's leave to provide care or support for a person who is not a member of the Employee's household or who does not fall within the scope of the term 'immediate family'.

### **56.3 Amount of Paid Personal Leave**

- (a) The amount of personal leave to which a full-time Employee is entitled depends on how long they have worked for the Employer and accrues as follows:
- (i) up to 7 hours and 36 minutes, for each month of service in the first year of service; (provided that where an Employee works regular shifts of 9.1 paid hours or longer the Employee will receive 7.6 hours per months of service or 10 days leave whichever provides the greater benefit)
  - (ii) up to 106 hours and 24 minutes in each year in the second, third and fourth years of service; and
  - (iii) up to 159 hours and 36 minutes in the fifth and following years of service.
- (b) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.

### **56.4 Accrual of Personal Leave**

- (a) The balance of Personal Leave entitlements which have not been taken in any year shall be cumulative from year to year.
- (b) To the extent that this Agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.

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

- (a) An Employee is entitled to use accrued personal leave, each year to provide care or support for members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken is to be deducted from the amount of personal leave provided in Clause 56.2. There is no maximum amount of paid Personal Leave that an Employee may take as Carer's Leave in any one year, provided the Employee has accrued sufficient personal leave to take the Carer's leave absences as paid leave. Should the NES be changed in the future in relation to this issue then this Agreement will apply the NES.
- (b) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (at their ordinary rostered shift length) for each permissible occasion, provided the evidentiary requirements are met.
- (c) The entitlement to use personal leave is subject to the Employee being responsible for the care or support of the person concerned.
- (d) The Employee must, if required by the Employer, establish by production of evidence that would satisfy a reasonable person, which may include a medical certificate or statutory declaration, the general nature of the situation requiring care or support and that the illness/injury is such as to require care or support by another.
- (e) In normal circumstances an Employee must not take Carer's Leave under this clause where another person has taken leave to provide care or support for the same person.
- (f) The Employee must, where practicable, give the Employer:
  - (i) notice prior to the absence of the intention to take leave,
  - (ii) the name of the person requiring care or support and their relationship to the Employee,
  - (iii) the reasons for taking such leave; and
  - (iv) the estimated length of absence.

- (g) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

#### 56.6 **Personal Leave to Attend Appointment**

An Employee may utilise their personal leave entitlements to attend medical and health care appointments where the appointment cannot reasonably be accessed outside of the Employee's working hours. Such appointments may include, but are not limited to, appointments with registered health practitioners, including to access reproductive healthcare or fertility treatment; a counsellor; and an alcohol, drug or gambling support service provider.

#### 56.7 **Evidence Supporting Claim**

- (a) In the event of an Employee becoming sick and providing evidence that would satisfy a reasonable person, which may include:
  - (i) certification by a registered health practitioner; or
  - (ii) the production of a Statutory Declaration signed by the Employee on not more than three (3) separate occasions in any one (1) calendar year, for up to three (3) days on each occasion;they shall be entitled to personal leave on full pay
- (b) Provided that any Employee may be absent through sickness for one (1) day without furnishing evidence of such sickness as provided in paragraph (a), on not more than three (3) occasions in any one (1) year of service. However, a certificate from a registered health practitioner must be provided where the Employee was sick or injured during annual leave in order for the personal leave to be paid.
- (c) When taking leave to provide care or support for a member of their immediate family or household who requires care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a statutory declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.
- (d) Where an Employee is absent on the grounds of personal leave, the Employee must give their Employer notice of such absence in accordance with this section.

- (i) The notice must be given to the Employer as soon as reasonably practicable (which may be at a time that is before or after the period of personal leave has started).
- (ii) The notice must be to the effect that the Employee requires (or required) leave during the period:
  - (A) Because of a personal illness, or injury, of the Employee; or
  - (B) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires (or required) care or support because of an illness or injury affecting that member, or an unexpected emergency affecting the member.
- (iii) This section does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.

#### **56.8 Evidence for Chronic Health Issues**

- (a) An employee who suffers a chronic health issue may provide a medical certificate or statement from their treating Registered Health Practitioner dated no more than one month prior and outlining:
  - (i) The name and address of the Registered Health Practitioner.
  - (ii) Confirmation that the Registered Health Practitioner has examined the Employee and that the chronic health issue is under active management by the registered health practitioner;
  - (iii) The diagnosis of the chronic condition; and
  - (iv) A confirmation that the chronic illness is likely to cause the employee to be unfit for work for periods of time, and the estimated frequency and duration of such periods.
- (b) If a medical certificate/statement includes the detail outlined in clause 56.8(a) then that employee will be exempt from the requirement to provide any further evidence in support of personal/carer's leave taken in relation to the stated chronic health issue for a period of 12 months unless:
  - (i) The Employee is taking Personal/Carer's Leave of a frequency and duration that doesn't match the medical certification; or



(ii) Mecwacare holds a genuine concern for the Employee's health and wellbeing.

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

56.9 Employees who have exhausted their personal leave entitlements and are unable to attend work due to testing positive for COVID-19 will be provided with three (3) days of additional personal leave upon provision of evidence that they have tested positive for COVID-19 that would satisfy a reasonable person.

56.10 If the Employer requires an Employee to complete a Rapid Antigen Test ("RAT") it shall be done in paid time. The RAT kit shall be provided to the Employee free of charge.

## 57 COMPASSIONATE LEAVE

The provisions of this clause apply to full-time and part-time Employees but does not apply to casual Employees. The entitlements of casual Employees are set out in Clause 28.6.

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

(a) dies; or

(b) contracts or develops a personal illness or sustains a personal injury that poses a serious threat to their life; or

(c) a child is stillborn where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.

(d) The employee or the employee's spouse or de facto partner has a miscarriage

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

(a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness or sustained the personal injury; or

(b) after the death of the member of the Employee's immediate family or household; or

- (c) a child is stillborn where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive.
- (d) The employee or the employee's spouse or de facto partner has a miscarriage

57.3 In circumstances where the permissible occasion relates to:

- (a) The death or serious injury of a partner or child; or
- (b) The death or serious injury of a parent, sibling or partner; and/or
- (c) The Employee is required to travel internationally for a permissible occasion outlined in 57.1.

The Employee shall be entitled to an additional three (3) days of paid compassionate leave.

57.4 Leave may be taken for a particular permissible occasion as a continuous period or in two or more separate periods and the leave may be taken at any time while an illness or injury persists.

57.5 Any day or part of a day of compassionate leave is not deducted from the Employee's personal leave entitlement.

57.6 An employee must give their employer notice of the taking of leave under this clause by the employee. This notice must be given to the employer as soon as practicable (which may be a time after the leave has started) and must advise the employer of the period, or expected period, of leave.

57.7 Proof of death or evidence of injury or illness that poses a serious threat to life must be provided to the satisfaction of the Employer, if requested.

57.8 The Employee may also elect to take unpaid compassionate leave by agreement with the Employer.

## **58 PARENTAL LEAVE**

The Parental Leave provisions in the NES will apply from the commencement of this Agreement. Should the NES be amended during the life of this Agreement the amended NES will apply. However, for eligible Employees the following additional provisions apply:

58.1 A primary carer is entitled to six (6) weeks of paid parental leave in relation to each birth or adoption of a child in addition to the Commonwealth Paid Parental Leave Scheme. A secondary carer is entitled to four (4) weeks of paid parental leave in relation to each birth or adoption of a child.

- 58.2 Primary carer paid leave may be taken at half pay and double the time (i.e. half pay for twelve weeks) by agreement with the Employer.
- 58.3 Paid parental leave is available to eligible Employees on each occasion, irrespective of whether or not the Employee has returned to work following a previous occasion of paid parental leave.
- (a) The number of hours per week that a part time Employee shall be paid will be equal to the average ordinary hours (including all additional ordinary hours) worked by an Employee over the past 12 months, or their contracted hours – whichever is greater. For subsequent parental leave periods, a temporary change of hours will not be regarded as a change to an Employee’s contracted hours.
- 58.4 An eligible employee means:
- (a) A permanent Employee who has at least 12 months continuous employment with Mecwacare; or
- (b) A casual Employee who has been employed on a regular and systematic basis for at least 12 months and has a reasonable expectation of ongoing employment
- 58.5 A primary carer is also entitled to up to 46 weeks of unpaid parental leave.
- 58.6 An Employee may access other accrued paid leave entitlements, such as annual or long service leave, subject to the total amount of leave not exceeding 52 weeks.
- 58.7 The period of time an Employee is on paid and unpaid parental leave, up to 52 weeks, will count as service for the purpose of accruing long service leave.
- 58.8 Superannuation will be paid in all instances of paid parental leave.
- 58.9 **Accessing Parental Leave**
- (a) An Employee must provide notice to the Employer in advance of the expected date of commencement of parental leave. The notice requirements are:
- (i) 10 weeks in advance of the expected date of confinement (the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner stating that the Employee is pregnant); and

- (ii) Four (4) weeks in advance of the date on which the Employee proposes to commence maternity leave and the period of leave to be taken.
- (b) An Employee will not be in breach of this clause if failure to give the stipulated notice is occasioned by confinement occurring earlier than the presumed date.
- (c) Subject to Clause 58.6, an Employee may begin parental leave at any time within six (6) weeks immediately prior to the expected date of birth.
- (d) Where an Employee continues to work within the six (6) week period immediately prior to the expected date of birth of the child, or is on paid leave under Clause 58.11(b) the Employer may require the Employee to provide a certificate from a registered health practitioner that she is fit for work in her present position. The Employer may require the Employee to start parental leave if the Employee:
  - (i) does not give the Employer the requested certificate within seven (7) days of the request; or
  - (ii) within seven (7) days of the request for the certificate, gives the Employer a medical certificate stating that the Employee is unfit to work.

#### **58.10 Personal Illness Leave and Special Maternity Leave**

- (a) Where, an Employees' pregnancy terminates (at or after 20 weeks gestation) or who gives birth to a live baby who subsequently dies, during or before the period of intended leave, the Employee is entitled to take the full parental leave entitlement in clause 58.1 and up to 13 weeks of unpaid leave to rest and recover (unpaid special maternity leave).
- (b) The Employee must as soon as practicable give notice to the Employer of the taking of leave advising the Employer of the period, or expected period, of the leave in accordance with the following:
  - (i) Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions.
  - (ii) Where the pregnancy terminates after the completion of 20 weeks, during the notified period/s the Employee is entitled to paid special maternity leave not exceeding the amount of

paid maternity leave available under Clause 58.1, and thereafter, to unpaid special maternity leave.

- (c) If an Employee takes leave for a reason outlined in paragraph 58.6, the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
- (d) Where an Employee not then on maternity leave is suffering from an illness whether related or not to pregnancy, the Employee may access accrued paid Personal Leave to which she is then entitled and such further unpaid leave as a registered health practitioner certifies as necessary before her return to work, provided that the aggregate of, paid sick leave, unpaid sick leave and maternity leave shall not exceed the period to which the Employee is entitled.

#### 58.11 **Transfer to a Safe Job**

- (a) Where an Employee is pregnant and provides evidence that would satisfy a reasonable person that she is fit for work but it is inadvisable for her to continue in her present position during a stated period because of illness or risks arising out of the pregnancy or hazards connected with the work assigned to the Employee, the Employee will, if the Employer deems it practicable, be transferred to a safe job with no other change to the Employee's terms and conditions of employment until the commencement of parental leave. The Employer may require the evidence referred to above to be a medical certificate. The Employer will make all practical efforts to remedy an unsafe situation to allow the Employee to work until her estimated date of confinement.
- (b) If the Employer does not think it reasonably practicable to transfer the Employee to a safe job, the Employee may take paid no safe job leave, or the Employer may require the Employee to take paid no safe job leave immediately for a period which ends at the earliest of either:
  - (i) when the Employee is certified unfit to work during the six (6) week period before the expected date of birth by a registered medical practitioner; or
  - (ii) when the Employee's pregnancy results in the birth of a living child or when the Employee's pregnancy ends otherwise than with the birth of a living child.

The entitlement to no safe job leave is in addition to any other leave entitlement the Employee has.

- (c) If the Employee has not qualified for parental leave (i.e. has not had 12 months continuous service) and (a) and (b) above apply and the Employer cannot find the Employee a safe job, then the Employee is entitled to take unpaid no safe job leave in accordance with the NES.

#### **58.12 Returning to Work after a Period of Parental Leave**

- (a) An Employee will notify their intention to return to work after a period of parental leave at least four (4) weeks prior to the expiration of the leave.
- (b) Subject to paragraph (b) below, an Employee will be entitled to the position which they held immediately before commencing parental leave. In the case of an Employee transferred to a safe job pursuant to Clause 58.11 the Employee will be entitled to return to the position they held immediately before such transfer.
- (c) Where such position no longer exists but there are other positions available which the Employee is qualified for and is capable of performing, the Employee will be entitled to a position as nearly comparable in status and pay to that of their former position.

#### **58.13 Replacement Employees**

- (a) A replacement Employee is an Employee specifically engaged or temporarily promoted or transferred as a result of an Employee commencing parental leave.
- (b) Before an Employer engages a replacement Employee, the Employer must inform that person of the temporary nature of the employment and of the rights of the Employee who is being replaced.

#### **58.14 Consultation and Communication during Parental Leave**

- (a) Keeping in touch days are available for Employees on parental leave for up to 10 days to keep in touch with their employment. Both the Employee and the Employer must consent to the specific work performed on that day(s). Keeping in touch days will be paid in accordance with the Employee's classification at the time preceding their commencement of parental leave. Keeping in touch days will not break the single continuous period of unpaid parental leave.
- (b) Where an Employee is on parental leave and a definite decision has been made that will have a significant effect on

the status, pay or location of the Employee's pre-parental leave position, the Employer shall take reasonable steps to:

- (i) make information available in relation to any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave; and
  - (ii) provide an opportunity for the Employee to discuss any significant effect the change will have on the status or responsibility level of the position the Employee held before commencing parental leave.
- (c) The Employee shall take reasonable steps to inform the Employer about any significant matter that will affect the Employee's decision regarding the duration of parental leave to be taken, whether the Employee intends to return to work and whether the Employee intends to request to return to work on a part-time basis.
- (d) The Employee shall also notify the Employer of changes of address or other contact details which might affect the Employer's capacity to comply with this clause.

#### 58.15 **Pre-natal Appointments 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 evidence of attendance at such appointment or class, the Employee may access their accrued personal leave. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

## 59 **LONG SERVICE LEAVE**

### 59.1 **Entitlement**

- (a) An Employee (including a casual 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.
- (b) The amount of such entitlement shall be:
  - (i) On the completion by the Employee of fifteen years continuous service:
    - (A) six months long service leave and thereafter an additional two months' long service leave

on the completion of each additional five years' service.

- (B) In addition, in the case of an Employee who has completed more than fifteen years' service and whose employment terminates otherwise than by the death of the Employee, an amount of long service leave equal to one thirtieth of the period of their service since the last accrual of entitlement to long service leave under paragraph(i).
- (ii) In the case of an Employee who has completed at least seven years' service, but less than fifteen years' service and whose employment terminates, such amount of long service leave as equals:
    - (A) one thirtieth of the period of service for those with 10 or more years of service (i.e. 1.7333 weeks of leave per years of service).
    - (B) one sixtieth of the period of service for those with 7 or more years of service but with less than 10 years of service (i.e. 0.8666 weeks of leave per year of service).

#### **Early access to Long Service Leave**

- (iii) In the case of an Employee who has completed at least seven years' service but less than fifteen years' service, the Employee may take pro rata long service leave provided that:
  - (A) An Employee with 7 years' service but less than 10 years of service may only take a maximum of 0.8666 weeks' leave per year of service. For example, an Employee with 8 years of service can access a maximum of 6.9328 weeks of long service leave. Where an Employee does take leave before 10 years of service, that amount of leave shall be deducted from any future accruals.
- (iv) The time such leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement shall not be unreasonably withheld. In the event of any dispute over the timing of such leave, the dispute resolution procedures of Clause 64 shall apply.



## 59.2 **Transfer of Employment and Continuity of Service**

- (a) Where a business is transferred from one Employer (the transferor) to another Employer (the transferee) either before or after this Agreement an Employee who worked with the transferor and who continues in the service of the transferee shall be entitled to count his or her service with the transferor as service with the transferee for the purposes of this clause.
- (b) For the purposes of this clause, service shall be deemed to be continuous notwithstanding:
  - (i) Any absence from work on any form of paid leave (including, but not limited to, annual leave, long service leave, personal/carer's leave, paid parental leave and paid family and domestic violence leave) or other paid leave approved in writing by the Employer.
  - (ii) any absence from employment on defence service in accordance with the Defence Reserve Service (Protection) Act 2001 (Cth);
  - (iii) any absence from work on community service leave under the Fair Work Act;
  - (iv) periods of Continuous Casual Employment with the Employer (save that if long service leave was already taken or paid in lieu in respect to any such period, no further benefit to long service leave will arise in respect of that period);
  - (v) any interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (vi) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the accident pay provisions of this Agreement;
  - (vii) unpaid leave, including unpaid parental leave, up to a period of 52 weeks;
  - (viii) unpaid leave taken on account of illness or injury;
  - (ix) any unpaid leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service,
- (c) For the purposes of this clause, service shall be deemed to be continuous notwithstanding the following circumstances

which will not break Continuous Service, but will not count towards Continuous Service:

- (i) any interruption arising directly or indirectly from an industrial dispute;
  - (ii) any period of absence from employment between the engagement with one facility of the Employer and another provided it is less than the Employee's allowable period of absence from employment. An Employee's allowable period of absence from employment shall be five weeks in addition to the total period of paid annual and/or sick leave which the Employee actually received on termination or for which was paid in lieu;
  - (iii) the dismissal of an Employee if the Employee is re-employed within a period not exceeding two months from the date of such dismissal;
  - (iv) any unpaid absence from work in excess of 52 weeks of an Employee for a period not exceeding the period allowed by the NES in respect of any pregnancy or adoption;
  - (v) in the case of a Registered Nurse or Enrolled Nurse, any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
  - (vi) any other unpaid absence of an Employee by leave of the Employer.
- (d) For the purpose of the LSL continuous service provisions, Continuous Casual Employment means a period or periods of casual service that are taken to be continuous, because one of the following applies:
- (i) the period starting at the end of a particular instance of employment and ending at the start of another particular instance of employment did not exceed either the allowable period of absence, or 13 weeks (whichever is greater); or
  - (ii) the Employee had been employed by an Employer on a regular and systematic basis and the Employee had a reasonable expectation of being re-engaged by the same Employer; or
  - (iii) the gap between engagements was due to the terms of engagement of the casual Employee; or
  - (iv) the gap between engagements was caused by seasonal factors; or

- (v) the Employee and Employer agreed, before the start of an absence, to treat the employment as continuous despite the absence.

The onus of proving a sufficient aggregate of service to support a claim for any long service leave entitlement shall at all times rest upon the Employee concerned.

- (e) The Employer shall keep or cause to be kept a long service leave record for each Employee, containing particulars of service, leave taken and payments made.

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

Where an Employee who has completed at least seven (7) years' service dies while still in the employ of the Employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for:

- (a) 1/30th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee where the Employee has 10 or more years of service (i.e. 1.7333 weeks of leave per year of service); and
- (b) 1/60th of the period of the Employee's continuous service in respect of which leave has not been allowed or payment made immediately prior to the death of the Employee where the Employee has at least seven (7) or more years of service but less than 10 years of service (i.e. 0.8666 weeks of leave per year of service).

### 59.4 **Payment for Period of Leave**

- (a) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
  - (i) in full in advance when the Employee commenced his or her leave; or
  - (ii) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
  - (iii) in any other way agreed between the Employer and the Employee.

- (b) Where the employment of an Employee for any reason terminates before he or she takes any long service leave to which he or she is entitled or where any long service leave accrues to an Employee pursuant to Clause 59.1(b)(i) the Employee shall, subject to the provisions of this clause, be entitled to pay in respect of such leave as at the date of termination of employment:
  - (i) Where any long service leave accrues to an Employee pursuant to Clause 59.1 the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
  - (ii) Provided in the case of an Employee of the Employer who accrues entitlement pursuant to Clause 59.1 and who intends to be re-employed by another Facility or other entity of the Employer:
    - (A) Such an Employee may in writing request payment in respect of such leave to be deferred until after the expiry of the Employee's allowable period of absence from employment provided in Clause 59.2(c)(ii).
    - (B) Except where the Employee gives the Employer notice in writing that the Employee has been employed by another of the Employer's facilities or entities, the Employer shall make payment in respect of such leave at the expiry of the Employee's allowable period of absence from employment.
    - (C) Where the Employee gives the Employer notice in writing that the Employee has been employed by another facility of the Employer, the Employer is no longer required to make payment to the Employee in respect of such leave.
- (c) Where an increase occurs in the ordinary time rate of pay during any period of long service leave taken by the Employee, the Employee shall be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

#### **59.5 Taking of Leave**

- (a) When an Employee becomes entitled to long service leave such leave shall be granted by the Employer within six months

from the date of the entitlement, under clause 59.1(b), save that.:

- (i) long service leave may be postponed to a mutually agreeable date; and
  - (ii) if agreement cannot be reached, the date will be determined in accordance with clause 64 – Dispute Resolution Procedure, provided that such a determination will not require leave to commence before six months from the date of such determination.
- (b) Any long service leave shall be inclusive of any public holiday; or accrued day off occurring during the period when the leave is taken,
- (c) If the Employer and an Employee so agree, long service leave will be taken:
- (i) in one period or more periods, with each period being not less than one (1) week (unless an agreement to take single days has been made in writing); or
  - (ii) any other way agreed upon by the Employer and Employee.
- (d) The 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 (7) years' service.
- (e) Where the employment of an Employee who has taken long service leave in advance is subsequently terminated for serious and wilful misconduct before entitlement to long service leave has accrued, the Employer may, from whatever remuneration is payable to the Employee upon termination deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.

#### 59.6 **Definitions**

- (a) For the purpose of this clause the following definitions apply:
- (i) **Pay** means the remuneration for an Employee's ordinary hours of work, based on the average hours worked (including time on authorised leave), either over the last one, three or five years, whichever is more beneficial to the Employee. Such average hours and the rate of pay are to be calculated at the time the leave is taken or is paid out, or at the time of the death of the Employee

- (ii) **Month** shall mean a calendar month.
- (iii) **Transfer** includes transmission, conveyance, assignment or succession whether by agreement or by operation of law and transferred has a corresponding interpretation.

#### 59.7 **Other Matters**

- (a) Notwithstanding the above, the parties agree that an Employee, by mutual agreement with the Employer, may elect to take half of the period of their accrued long service leave at double pay or, alternatively, double the period of their accrued long service leave at half pay.
- (b) Applications under this clause shall be at the initiative of the Employee and shall be in writing.
- (c) The parties recommend that Employees seek independent advice regarding the taxation implications of seeking payment under this sub-clause. The Employer shall not be held responsible in any way for the cost or outcome of any such advice.
- (d) The Employer, if required by the Employee, shall provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under this clause. The Employer shall not be responsible for the decision made by the Employee as a result of this information.

## 60 **PUBLIC HOLIDAYS**

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

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

60.2 A permanent Employee has an entitlement to be absent from work on a public holiday. Subject to operational requirements, where an Employee wishes to be absent on a public holiday and notifies Mecwacare at least four (4) weeks' in advance, that Employee shall be allowed to be absent from work on that public holiday without loss of pay.

- 60.3 Where a public holiday falls on a day that an Employee is usually rostered to work, the Employee is entitled to work that shift and receive the applicable public holiday rates of pay unless the Employee notifies Mecwacare that they do not wish to work, as per clause 60.2.
- 60.4 For full-time Monday to Friday Employees and/or part-time Employees engaged to work in wards/units, facilities or services (however styled) that operate only on a Monday to Friday basis:
- (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
  - (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December; and
  - (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 60.5 For all other Employees, including casuals:
- (a) Christmas Day shall be observed on 25 December;
  - (b) Boxing Day shall be observed on 26 December;
  - (c) New Year's Day shall be observed on 1 January; and
  - (d) Australia Day shall be observed on 26 January.

Those Employees, subject to Clause 60.5, who work on the actual public holiday will be paid penalty rates on that day in accordance with this Clause. Work performed on a substitute public holiday will be paid at ordinary rates. However, a full-time Monday to Friday Employee or a part-time Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday penalty rates when they work on the substitute public holiday.

- 60.6 Where in a State or locality, public holidays are declared or prescribed on days other than those set out in Clauses 60.1 to 60.5, those days shall constitute additional holidays and public holiday penalty rates and rostered-off benefit provisions shall apply on that additional day. For example, where Boxing Day falls on Sunday 26 December but there is an additional public holiday under the Public Holidays Act on Tuesday 28 December, then a shift worker who works both days will be paid penalty rates on each day.
- 60.7 **Registered Nurses**
- (a) Any Registered Nurse who is required to be on duty on a day referred to in accordance with Clauses 60.1 to 60.5 above, shall be paid double time.

- (b) For the purpose of this clause a casual Registered Nurse will be paid for time worked on public holidays in accordance with the table in sub-clause 28.6.
- (c) Where a Registered Nurse's accrued day off falls on a holiday pursuant to this clause, in which the Employee would have been required to be on duty, another day shall be determined by the Employer to be taken in lieu thereof, such day to be within the same four-week (or five week) work cycle where practical, as the case may be.

**60.8 Enrolled Nurses and Aged Care Classifications**

- (a) Any Aged Care Employee who works on a day referred to in accordance with Clauses 60.1 to 60.6 above shall be entitled to be paid double time and a half for the time worked.
- (b) Any Enrolled Nurse who works on a day referred to in accordance with Clauses 60.1 to 60.6 above shall be entitled to be paid double time for the time worked.
- (c) A casual Enrolled Nurse or Aged Care employee shall be paid as per clause 28.6.
- (d) In respect of Easter Saturday, an Enrolled Nurse or Aged Care Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the employee may take one day off in lieu or have one day added to his or her annual leave.

**60.9 Public Holidays occurring on Rostered Days Off**

- (a) Registered Nurses shall receive a sum equal to a day's ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday and Friday employees.
- (b) If such a day falls on an Enrolled Nurse or Aged Care Employee's rostered day off 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.

**60.10 Public Holidays occurring during Annual Leave or Personal Leave**

If the period during which an employee takes paid annual leave or paid personal leave includes a day or part-day that is a public holiday in the



place where the employee is based for work purposes, the employee is taken not to be on paid annual leave or paid personal leave on that public holiday.

**60.11 Part-time Employees**

A part-time employee who is ordinarily not required to work on the day of the week on which a particular holiday is observed shall not be entitled to any benefit for any such public holiday.

**61 COMMUNITY SERVICES LEAVE**

**61.1 Blood Donors Leave**

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

**61.2 Emergency Service Leave**

The Employer will allow 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 to assist in regard to a critical incident where a local, state or national emergency situation arises that requires the attendance of the Employee. An Employee so released will not be required to re-attend for work within 10 hours of completion of the volunteer duty even where rostered to do so and without loss of pay (up to a maximum of five shifts per year). The Employer may require the Employee to provide evidence that they are required to attend the emergency.

**61.3 Ceremonial Leave**

An employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for ceremonial or cultural purposes will be entitled to up to 2 working days paid leave and up to 8 working days unpaid leave in any one year, with the approval of the employer. The paid leave does not accumulate from year to year and evidence that would satisfy a reasonable person for approval of the paid leave may be required to be provided to the employer.

**61.4 Special Disaster Leave**

- (a) Paid special disaster leave of up to five (5) days per calendar year is payable where:

- (i) the Employee is a full time, part time or regular casual employee; and
- (ii) the Employee is unable to attend work for a rostered shift due to a disaster (including but not limited to fire, flood or other event) where:
  - (A) the Employee's residence is damaged or under imminent threat of major damage;
  - (B) the lives or safety of their immediate family or household members are threatened; or
  - (C) there is a formal closure, flooding or other unusual danger of the use of a road(s) which is the Employee's normal travel route to work and no alternative practicable travel route is available.
- (b) The Employee must notify their Manager as soon as practicable about the circumstances necessitating the taking of Disaster Leave. An Employee may be required to provide evidence of the circumstances in (ii) above, but this will not be a pre-condition for the granting of the leave.
- (c) Special disaster leave is non-cumulative.

## 62 FAMILY AND DOMESTIC VIOLENCE LEAVE

### (a) General Principles

Mecwacare recognises that Employees sometimes face situations of violence or abuse in their personal life that may affect their attendance or performance at work. Mecwacare is committed to providing support to staff that experience family and domestic violence.

Understanding the traumatic nature of family and domestic violence, Mecwacare 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 and domestic violence leave

For the purpose of this clause, family and domestic violence is violent, threatening or other abusive behaviour by a close relative of an Employee, a member of an Employee's household, or a current or former intimate partner of

an Employee. Family and domestic violence is not only physical abuse; it can also be sexual, psychological, emotional, economic, spiritual or legal abuse that:

- (i) seeks to coerce or control the Employee; and
- (ii) causes the Employee harm or to be fearful.

A close relative of the Employee is a person who:

- (iii) is a member of the Employee's immediate family; or
- (iv) is related to the Employee according to Aboriginal or Torres Strait Islander kinship rules.

### **(c) Paid family and domestic violence leave**

An Employee, including a casual Employee who has been employed on a regular and systematic basis, is entitled to up to 20 days of paid family and domestic violence leave in a 12-month period.

Paid family and domestic violence leave:

- (i) is available in full at the start of each 12-month period of the Employee's employment; and
- (ii) is paid at the Employee's full rate of pay; and
- (iii) does not accumulate from year to year; and
- (iv) is not paid out on termination of employment.
- (v) An Employee may take paid family and domestic violence leave if they are experiencing family and domestic violence and they need to do something to deal with the impact of the family and domestic violence, including but not limited to, attending legal proceedings, counselling, appointments with a medical or legal practitioner, and relocation and safety activities directly associated with alleviating the effects of family and domestic violence.
- (vi) Paid family and domestic violence leave are in addition to existing leave entitlements including accrued personal leave, may be taken as consecutive or single days or as a fraction of a day, and may be approved retrospectively.

### **(d) Unpaid family and domestic violence leave**

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

**(e) Notice and evidence requirements**

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

**(f) Confidentiality**

- (i) Mecwacare must ensure that any personal information provided by the Employee to Mecwacare concerning an Employee's experience of family and domestic violence is kept confidential.
- (ii) Mecwacare will not, other than with the consent of the Employee, use such information for a purpose other than satisfying itself in relation to the Employee's entitlement to leave.
- (iii) Information concerning an Employee's experience of family and domestic violence will not be kept on an Employee's personnel file. Mecwacare will inform the Employee that the file will be stored confidentiality for a period of 7 years. At that time the Employee may request the file be deleted. The Employee may also request Mecwacare maintain the file which they may access for use in any legal matter they might engage in.
- (iv) At no time will family and domestic violence leave be indicated on pay slips or pay advice documentation. In particular, the pay slip of an affected Employee must not include:
  - (A) A statement that an amount paid to, or foregone by, the Employee is a payment in respect of paid family and domestic violence leave;

- (B) A statement that a period of leave taken by the Employee has been taken as a period of family and domestic violence leave; or
- (C) The balance of an Employee's entitlement to paid family and domestic violence leave.

Nothing in this subclause prevents an Employer from dealing with information provided by an Employee if doing so is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

**(g) Contact person**

- (i) Mecwacare will nominate a contact person to provide support for Employees experiencing family and domestic violence and will notify Employees of the name of the nominated contact person. The nominated contact person must be trained in relation to family and domestic violence and privacy issues relevant to the workplace and receive paid time off work to attend such training.
- (ii) Where requested by an Employee, the contact person will liaise with the Employee's supervisor on the Employee's behalf and will make a recommendation on the most appropriate form of support.
- (iii) An Employee experiencing family and domestic violence may raise the issue with the nominated contact person, their immediate supervisor, a Health and Safety Representative (HSR) or a Union delegate.
- (iv) HSRs and Union delegates will be provided paid time off work for appropriate training in supporting Employees at the workplace who are experiencing family violence.

**(h) Individual support**

- (i) In order to provide support to an Employee experiencing family and domestic violence or an Employee providing care or support to a member of their immediate family or household who is experiencing family and domestic violence, Mecwacare will, subject to operational limitations, approve any reasonable request from an Employee as part of their safety planning for:
  - (A) changes to their span of hours or pattern or hours and/or shift patterns;
  - (B) job redesign or changes to duties;

- (C) relocation to suitable employment within Mecwacare;
  - (D) a change to their telephone number or email address to avoid harassing contact; or
  - (E) any other appropriate measure including those available under flexible work arrangements.
- (ii) Any changes made to an Employee's role under clause 62(h)(i) should be reviewed at agreed periods. When an Employee no longer requires the changes made under clause 62(h)(i), the terms and conditions of employment may revert back to the terms and conditions applicable to the Employee's substantive position.
  - (iii) An Employee that discloses to the nominated contact person or their supervisor that they are experiencing family and domestic violence will be offered:
    - (A) access to professionals trained specifically in family and domestic violence through the Employee Assistance Program (EAP); and
    - (B) a resource pack containing information in relation to external support agencies, referral services and other local Employee support resources.
  - (iv) Mecwacare will develop guidelines to supplement this clause which detail the appropriate action to be taken in the event that an Employee reports family and domestic violence.

## **63 GENDER AFFIRMATION LEAVE**

- 63.1 Mecwacare 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.
- 63.2 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.
- 63.3 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.

- 63.4 Essential gender affirmation procedures may include:
- (a) medical or psychological appointments; or
  - (b) hormonal appointments; or
  - (c) surgery and associated appointments; or
  - (d) appointments to alter the Employee's legal status or amend the Employee's gender on legal documentation; or
  - (e) **any other** similar necessary appointment or procedure, as agreed with the Employer, to give effect to the Employee's transition.
- 63.5 Gender affirmation leave may be taken as consecutive, single, or part days.
- 63.6 An Employee is not required to have exhausted or otherwise utilised another type of leave before accessing gender affirmation leave.
- 63.7 Gender affirmation leave will not accrue from year to year and cannot be cashed out on termination of employment.
- 63.8 Annual leave accrues when an Employee is utilising paid gender affirmation leave.
- 63.9 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.

#### **Amount of gender affirmation leave available**

- 63.10 Full-time and part time Employees are to have access to:
- (a) up to 4 weeks (20 days) paid gender affirmation leave; and
  - (b) up to 48 weeks of unpaid gender affirmation leave.
- 63.11 Casual employees are to have access to up to 52 weeks of unpaid gender affirmation leave.
- 63.12 Use of the wording “up to” in this Clause 63 is not intended to imply, there is discretion to limit the amount of leave to a quantity less than that provided in 63.10 and 63.11. 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) and any reasonable associated travel and recovery, up to the maximum quantities expressed in 63.10 and 63.11.

#### **Notice and evidence requirements**

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.

63.13 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.

63.14 An Employee is not required to:

- (a) provide extensive detail as to what gender affirmation procedures are being undertaken;
- (b) 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 63.14(a) above.

## **PART H – ANCILLARY AND DISPUTE SETTLEMENT**

### **64 DISPUTE RESOLUTION PROCEDURE**

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

- this Agreement; or
- the National Employment Standards; or
- s.65 or s.76 of the Fair Work Act .

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

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

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

64.4 The above steps shall take place within seven days or such longer period as may be mutually agreed.



- 64.5 If a dispute as defined in Clause 64.1, is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the Fair Work Commission (FWC) for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary the FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 64.6 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to the Fair Work Commission, up to the first hearing and then subject to any direction of the FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- 64.7 Any dispute referred to the Fair Work Commission under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 64.8 The decision of the Fair Work Commission will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 64.9 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.

## **65 DISCIPLINARY PROCEDURE**

- 65.1 If appropriate, disciplinary matters will be dealt with in an informal manner in the first instance.
- 65.2 Formal disciplinary action will not be taken until allegations have been admitted, or appropriately investigated and substantiated. Where formal disciplinary action may be required as a result of performance concerns, the Employee will be notified of the concerns and provided with an opportunity to improve prior to formal disciplinary action being taken.
- 65.3 Where formal disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.

- 65.4 If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- 65.5 In the event that the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- 65.6 In the event of the matter recurring, then the Employee may be terminated after the matters have been investigated and is found to be substantiated.
- 65.7 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the *Fair Work Act 2009*). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a warning may be issued under Clauses 65.3 or 65.5.
- 65.8 During all steps in the Disciplinary Procedure, the Employee has the right to representation of their choice, including the ANMF or HWU. The Employer may be represented by the representative of their choice.
- 65.9 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.
- 65.10 No employee can be suspended without pay except in circumstances where the employee is not able to fulfil the inherent requirements of the role (e.g. not having compulsory vaccinations, registration, necessary licences, the right to work in Australia or valid police check). Suspension on full pay will only occur with respect to serious matters which warrant the employee not being present in the workplace or is a risk in the workplace while the investigation and/or disciplinary process is finalised.

## **66 NOTICE BOARD**

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

## **67 CONSULTATION**

Where the Employer proposes a change that may result in the termination of the employment of an Employee or any other significant effect on an Employee, the

Employer will notify the Employee/s concerned in writing regarding the details of proposed change, the reasons for the change and the possible effect on employment. The Employer will meet with the Employee/s to discuss the proposed change and any proposals that may mitigate the effects of the proposed change. The Employer will invite the employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities). The Employee/s may bring a representative including a union representative to any meeting. The Employee/s will be advised of this in writing by the Employer prior to the meeting.

For the purposes of this clause, a ‘significant effect’ includes but is not limited to:

- A change to their regular roster or ordinary hours of work (while this is a requirement of the *Fair Work Act*);
- A reduction in hours and/or remuneration;
- Changes to an Employee’s classification, position description or duties;
- Relocation / redeployment to another site; and
- Removal of an existing amenity.

67.1 This term applies if the employer:

- (a) has proposes to introduce change that may result in the termination of the employment of an Employee or any other significant effect on an Employee.
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of employees.

67.2 For a change referred to in Clause 67.1(a)

- (a) the employer must notify the relevant employees of the proposal to introduce the change; and
- (b) subclauses 67.3 to 67.7 apply.

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

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

67.4 As soon as practicable after making its proposal, the employer must:

- (a) discuss with the relevant employees:
  - (i) the introduction of the change; and

- (ii) the effect of the change is likely to have on the employees; and
    - (iii) measures the employer is taking to avert or mitigate the adverse effect of the change on the employees; and
  - (b) for the purposes of the discussion – provide, in writing, to the relevant employees:
    - (i) all relevant information about the change including the nature of the change proposed; and
    - (ii) information about the expected effects of the change on the employees; and
    - (iii) any other matters likely to affect the employees.
- 67.5 However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees.
- 67.6 The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees.
- 67.7 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the employer, the requirements set out in Subclause 67.2(a) and subclauses 67.3 and 67.4 are taken not to apply.
- (a) In this clause a ‘significant effect’ includes but is not limited to:
    - (i) the termination of the employment of employees; or
    - (ii) major change to production, program, organisation, structure or technology in relation to its enterprise;
    - (iii) change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
    - (iv) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
    - (v) changes to an Employee’s classification, position description or duties; or
    - (vi) a reduction in hours and/or remuneration; or
    - (vii) the alteration of hours of work; or
    - (viii) the need to retrain employees; or

- (ix) relocation / redeployment to another site; or
- (x) removal of an existing amenity; or
- (xi) the restructuring of jobs.

**Change to regular roster or ordinary hours of work**

67.8 For a change referred to in subclause 67.1(b):

- (a) the employer must notify the relevant employees of the proposed change; and
- (b) subclauses 67.9 to 67.12 apply.

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

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

the employer must recognise the representative.

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

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

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

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

67.13 In this term: **relevant employees** mean the employees who may be affected by a change referred to in subclause 67.1.

## 68 WORKPLACE DELEGATES

68.1 The Fair Work Act provides that workplace delegates are entitled to:

- (a) represent the industrial interests of members and any other persons eligible to be such members ('potential members'), including in disputes with Mecwacare;
- (b) reasonable communication with members and potential members about their industrial interests;
- (c) for the purpose of representing those interests, reasonable access to the workplace and its facilities (including reasonable use of noticeboards, meeting rooms, computer terminals, phones, printers, and other communication devices); and
- (d) reasonable access to paid time during normal working hours for delegate training.

68.2 Before exercising entitlements under this clause, a workplace delegate, or the relevant Union, must give Mecwacare written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate, or relevant Union, must provide Mecwacare with evidence that would satisfy a reasonable person of their appointment or election.

68.3 An Employee who ceases to be a workplace delegate must give written notice to Mecwacare within 14 days.

68.4 Workplace delegates at Mecwacare will be provided reasonable paid time release from duty to undertake activities of the kind covered above in clause 68.1. For the avoidance of doubt, this includes the following activities:

- (a) attending to matters relating to industrial, occupational health and safety or other relevant issues, such as assisting with disputes and grievances, attending committee meetings, and facilitating posting to noticeboards in secure areas, subject to occupational health and safety (OHS) or other reasonable requirements of Mecwacare;
- (b) access to reasonable preparation time before meetings with management, including disciplinary or dispute/ grievance meetings;

- (c) attending the Fair Work Commission, another tribunal or a court to participate in proceedings relevant to Mecwacare, including attending a conciliation, a conference or a hearing; and
- (d) presenting information about a Union or industrial matters at orientation sessions for new Employees.

68.5 As a guide to what constitutes reasonable access to paid time for delegate training, each Employee elected or appointed as a workplace delegate will be provided with 5 days paid leave per year (1 January to 31 December) in the first year and then 3 days in subsequent years to attend delegate training, trade union events, union conferences, and industrial relations or OHS education meetings and courses, provided that:

- (a) four weeks period of notice is provided to Mecwacare through the delegate's manager.
- (b) the approval of leave must have regard to the operational requirements of Mecwacare (which may have regard to requirements for staffing levels/care minutes and outbreaks). Mecwacare will advise the delegate not less than two (2) weeks prior to the commencement of the training if the request has been approved. Approval will not be unreasonably withheld.
- (c) this leave, and paid time to undertake activities of the kind covered in clause 68.1, shall be paid at the ordinary time rate of pay and does not count towards the calculation of overtime.
- (d) If requested, the delegate, or relevant Union, must provide Mecwacare with an outline of the training content and/or, evidence that would satisfy a reasonable person of their attendance at the training.

68.6 Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

68.7 If required by the relevant trade union, an Employee may request a period of leave without pay to be seconded to work for that trade union. Any request of this nature will be considered on its merits and approved or not approved at the sole discretion of Mecwacare.

## **69 ACCIDENT PAY**

Accident Pay shall be in accordance with Appendix D.

**SIGNING CLAUSE**

DATED this 14 day of November 2024

*Anne McCormack*

Anne McCormack

.....  
[Signature on behalf of MECWACARE Print Name

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

1287 Malvern Road Malvern, 3144

.....  
[Address]

DATED this day of 2024

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

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

535 Elizabeth Street, Melbourne

[Address]

DATED this 19th day of November 2024

*Diana Asmar*  
.....

Diana Asmar.....

Signature: on behalf of the Health Workers Union as a Nominated Bargaining Representative] Print Name

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

10/663 Victoria Street, Abbotsford 3067

[Address]



**APPENDIX A – WAGE RATES**

**Direct Care**

Classification	Current Pay Rates – Old Structure		Current Pay Rates - New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
<b>Wage Skill Group 3</b>					
1st year of exp.	1129.80	29.7316	Direct Carer Level 2 Yr 1	1134.32	29.8505
2nd year of exp.	1134.32	29.8505			
3rd year of exp.	1139.12	29.9768	Direct Carer Level 2 Yr 2	1143.39	30.0892
4th year of exp.	1143.39	30.0892			
5th year of exp.	1147.66	30.2016	Direct Carer Level 2 Yr 3	1152.17	30.3203
6th year of exp.	1152.17	30.3203			
<b>Wage Skill Group 6</b>					
1st year of exp.	1173.51	30.8818	Direct Carer Level 3 Yr 1	1173.51	30.8818
2nd year of exp.	1178.00	31.0000	Direct Carer Level 3 Yr 2	1178.00	31.0000
3rd year of exp.	1182.80	31.1263	Direct Carer Level 3 Yr 3	1182.80	31.1263
4th year of exp.	1187.06	31.2384	Direct Carer Level 4 Yr 1	1187.06	31.2384
5th year of exp.	1191.32	31.3505	Direct Carer Level 4 Yr 2	1191.32	31.3505
6th year of exp.	1195.82	31.4689	Direct Carer Level 4 Yr 3	1195.82	31.4689
<b>Wage Skill Group 8</b>					
1st year of exp.	1213.17	31.9255	Direct Carer Level 5A Yr 1	1227.40	32.3000
2nd year of exp.	1217.65	32.0434			
3rd year of exp.	1222.42	32.1689	Direct Carer Level 5A Yr 2	1241.07	32.6597
4th year of exp.	1226.65	32.2803			
5th year of exp.	1230.89	32.3918	Direct Carer Level 5A Yr 3	1249.90	32.8921
6th year of exp.	1235.37	32.5097			
			Direct Carer Level 5B Yr 1	1267.39	33.3524
			Direct Carer Level 5B Yr 2	1272.24	33.4800
			Direct Carer Level 5B Yr 3	1277.42	33.6164
<b>Wage Skill Group 11</b>					
1st year of exp.	1352.44	35.5905	Direct Carer Level 6 Yr 1	1356.91	35.7082
2nd year of exp.	1356.91	35.7082			
3rd year of exp.	1361.68	35.8337	Direct Carer Level 6 Yr 2	1365.92	35.9453
4th year of exp.	1365.92	35.9453			
5th year of exp.	1370.16	36.0568	Direct Carer Level 6 Yr 3	1374.63	36.1745
6th year of exp.	1374.63	36.1745			

Classifications	Pay Rates 1 July 2024		Pay Rates 31 December 2024		Pay Rates 1 January 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
Direct Carer Level 2 Yr 1	1174.83	30.9167	1191.93	31.3667	1230.08	32.3704
Direct Carer Level 2 Yr 2	1174.83	30.9167	1191.93	31.3667	1230.08	32.3704
Direct Carer Level 2 Yr 3	1183.85	31.1541	1200.95	31.6041	1239.39	32.6154
Direct Carer Level 3 Yr 1	1205.78	31.7311	1222.88	32.1811	1271.80	33.4683
Direct Carer Level 3 Yr 2	1210.40	31.8525	1227.50	32.3025	1276.59	33.5946
Direct Carer Level 3 Yr 3	1215.33	31.9823	1232.43	32.4323	1281.72	33.7296
Direct Carer Level 4 Yr 1	1219.70	32.0975	1236.80	32.5475	1290.61	33.9633
Direct Carer Level 4 Yr 2	1224.08	32.2127	1241.18	32.6627	1295.17	34.0835
Direct Carer Level 4 Yr 3	1228.71	32.3343	1245.81	32.7843	1300.00	34.2105
Direct Carer Level 5A Yr 1	1261.15	33.1883	1278.25	33.6383	1322.35	34.7988
Direct Carer Level 5A Yr 2	1275.20	33.5579	1292.30	34.0079	1336.88	35.1812
Direct Carer Level 5A Yr 3	1284.27	33.7966	1301.37	34.2466	1346.27	35.4281
Direct Carer Level 5B Yr 1	1302.24	34.2696	1319.34	34.7196	1364.86	35.9174
Direct Carer Level 5B Yr 2	1307.23	34.4007	1324.33	34.8507	1370.02	36.0530
Direct Carer Level 5B Yr 3	1312.55	34.5409	1329.65	34.9909	1375.53	36.1981
Direct Carer Level 6 Yr 1	1394.23	36.6901	1411.33	37.1401	1476.25	38.8486
Direct Carer Level 6 Yr 2	1403.48	36.9338	1420.58	37.3838	1485.93	39.1034
Direct Carer Level 6 Yr 3	1412.43	37.1693	1429.53	37.6193	1495.29	39.3498

Classifications	Pay Rates 1 July 2025		Pay Rates 1 October 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
Direct Carer Level 2 Yr 1	1268.21	33.3739	1268.21	33.3739
Direct Carer Level 2 Yr 2	1268.21	33.3739	1268.21	33.3739
Direct Carer Level 2 Yr 3	1277.81	33.6265	1277.81	33.6265
Direct Carer Level 3 Yr 1	1311.22	34.5059	1363.67	35.8861
Direct Carer Level 3 Yr 2	1316.17	34.6360	1368.82	36.0215
Direct Carer Level 3 Yr 3	1321.46	34.7752	1374.32	36.1662
Direct Carer Level 4 Yr 1	1330.61	35.0162	1388.50	36.5394
Direct Carer Level 4 Yr 2	1335.32	35.1401	1393.41	36.6687

Classifications	Pay Rates 1 July 2025		Pay Rates 1 October 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
Direct Carer Level 4 Yr 3	1340.30	35.2710	1398.60	36.8053
Direct Carer Level 5A Yr 1	1363.35	35.8775	1410.38	37.1153
Direct Carer Level 5A Yr 2	1378.33	36.2718	1425.88	37.5231
Direct Carer Level 5A Yr 3	1388.00	36.5264	1435.89	37.7866
Direct Carer Level 5B Yr 1	1407.17	37.0308	1455.72	38.3084
Direct Carer Level 5B Yr 2	1412.49	37.1707	1461.22	38.4531
Direct Carer Level 5B Yr 3	1418.17	37.3202	1467.09	38.6077
Direct Carer Level 6 Yr 1	1522.01	40.0529	1592.02	41.8953
Direct Carer Level 6 Yr 2	1531.99	40.3156	1602.47	42.1701
Direct Carer Level 6 Yr 3	1541.64	40.5696	1612.56	42.4358

## Non-Direct Care

Classification	Current Pay Rates – Old Structure		Current Pay Rates - New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
<b>Wage Skill Group 1</b>					
1st year of exp.	982.68	25.8600			
2nd year of exp.	987.40	25.9842			
3rd year of exp.	992.44	26.1168			
4th year of exp.	996.92	26.2347			
5th year of exp.	1001.39	26.3524			
6th year of exp.	1006.11	26.4766			
<b>Wage Skill Group 2</b>					
1st year of exp.	982.68	25.8600	Non-Direct Carer Level 2 Yr 1	987.40	25.9842
2nd year of exp.	987.25	25.9803			
3rd year of exp.	992.13	26.1087	Non-Direct Carer Level 2 Yr 2	996.92	26.2347
4th year of exp.	996.47	26.2229			
5th year of exp.	1000.80	26.3368	Non-Direct Carer Level 2 Yr 3	1006.11	26.4766
6th year of exp.	1005.37	26.4571			
<b>Wage Skill Group 3</b>					
1st year of exp.	1020.37	26.8518			
2nd year of exp.	1025.03	26.9745			

Classification	Current Pay Rates – Old Structure		Current Pay Rates - New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
3rd year of exp.	1029.98	27.1047			
4th year of exp.	1034.39	27.2208			
5th year of exp.	1038.79	27.3366			
6th year of exp.	1043.44	27.4589			
<b>Wage Skill Group 4</b>					
1st year of exp.	1020.35	26.8513			
2nd year of exp.	1024.95	26.9724			
3rd year of exp.	1029.86	27.1016			
4th year of exp.	1034.22	27.2163			
5th year of exp.	1038.58	27.3311			
6th year of exp.	1043.18	27.4521			
<b>Wage Skill Group 5</b>					
1st year of exp.	1020.37	26.8518	Non-Direct Carer Level 3 Yr 1	1025.03	26.9745
2nd year of exp.	1024.86	26.9700			
3rd year of exp.	1029.65	27.0961	Non-Direct Carer Level 3 Yr 2	1034.39	27.2208
4th year of exp.	1033.9	27.2079			
5th year of exp.	1038.16	27.3200	Non-Direct Carer Level 3 Yr 3	1043.44	27.4589
6th year of exp.	1042.65	27.4382			
<b>Wage Skill Group 6</b>					
1st year of exp.	1032.52	27.1716			
2nd year of exp.	1037.01	27.2897			
3rd year of exp.	1041.81	27.4161			
4th year of exp.	1046.08	27.5284			
5th year of exp.	1050.34	27.6405			
6th year of exp.	1054.84	27.7589			
<b>Wage Skill Group 7</b>					
1st year of exp.	1036.58	27.2784	Non-Direct Carer Level 4 Yr 1	1041.06	27.3963
2nd year of exp.	1041.06	27.3963			
3rd year of exp.	1045.83	27.5218	Non-Direct Carer Level 4 Yr 2	1050.06	27.6332
4th year of exp.	1050.06	27.6332			
5th year of exp.	1054.3	27.7447	Non-Direct Carer Level 4 Yr 3	1058.78	27.8626
6th year of exp.	1058.78	27.8626			
<b>Wage Skill Group 8</b>					
1st year of exp.	1067.46	28.0911	Non-Direct Carer Level 5 Yr 1	1071.94	28.2089

Classification	Current Pay Rates – Old Structure		Current Pay Rates - New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
2nd year of exp.	1071.94	28.2089			
3rd year of exp.	1076.72	28.3347	Non-Direct Carer Level 5 Yr 2	1080.95	28.4461
4th year of exp.	1080.95	28.4461			
5th year of exp.	1085.19	28.5576	Non-Direct Carer Level 5 Yr 3	1089.67	28.6755
6th year of exp.	1089.67	28.6755			
<b>Wage Skill Group 9</b>					
1st year of exp.	1124.82	29.6005			
2nd year of exp.	1129.44	29.7221			
3rd year of exp.	1134.34	29.8511			
4th year of exp.	1138.71	29.9661			
5th year of exp.	1143.08	30.0811			
6th year of exp.	1147.68	30.2021			
<b>Wage Skill Group 10</b>					
1st year of exp.	1144.90	30.1289	Non-Direct Carer Level 6 Yr 1	1149.37	30.2466
2nd year of exp.	1149.37	30.2466			
3rd year of exp.	1154.14	30.3721	Non-Direct Carer Level 6 Yr 2	1158.38	30.4837
4th year of exp.	1158.38	30.4837			
5th year of exp.	1162.62	30.5953	Non-Direct Carer Level 6 Yr 3	1167.09	30.7129
6th year of exp.	1167.09	30.7129			
<b>Wage Skill Group 11</b>					
1st year of exp.	1195.88	31.4705	Non-Direct Carer Level 7 Yr 1	1200.35	31.5882
2nd year of exp.	1200.35	31.5882			
3rd year of exp.	1205.12	31.7137	Non-Direct Carer Level 7 Yr 2	1209.36	31.8253
4th year of exp.	1209.36	31.8253			
5th year of exp.	1213.60	31.9368	Non-Direct Carer Level 7 Yr 3	1218.07	32.0545
6th year of exp.	1218.07	32.0545			

Classifications	Pay Rates 1 July 2024		Pay Rates 31 December 2024	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
Non-Direct Carer Level 2 Yr 1	1014.55	26.6988	1031.65	27.1488
Non-Direct Carer Level 2 Yr 2	1024.34	26.9562	1041.44	27.4062
Non-Direct Carer Level 2 Yr 3	1033.78	27.2047	1050.88	27.6547
Non-Direct Carer Level 3 Yr 1	1053.22	27.7163	1070.32	28.1663
Non-Direct Carer Level 3 Yr 2	1062.84	27.9694	1079.94	28.4194
Non-Direct Carer Level 3 Yr 3	1072.13	28.2141	1089.23	28.6641
Non-Direct Carer Level 4 Yr 1	1069.69	28.1497	1086.79	28.5997
Non-Direct Carer Level 4 Yr 2	1078.94	28.3931	1096.04	28.8431
Non-Direct Carer Level 4 Yr 3	1087.90	28.6289	1105.00	29.0789
Non-Direct Carer Level 5 Yr 1	1101.42	28.9847	1118.52	29.4347
Non-Direct Carer Level 5 Yr 2	1110.68	29.2283	1127.78	29.6783
Non-Direct Carer Level 5 Yr 3	1119.64	29.4641	1136.74	29.9141
Non-Direct Carer Level 6 Yr 1	1180.98	31.0784	1198.08	31.5284
Non-Direct Carer Level 6 Yr 2	1190.24	31.3220	1207.34	31.7720
Non-Direct Carer Level 6 Yr 3	1199.18	31.5575	1216.28	32.0075
Non-Direct Carer Level 7 Yr 1	1233.36	32.4568	1250.46	32.9068
Non-Direct Carer Level 7 Yr 2	1242.62	32.7005	1259.72	33.1505
Non-Direct Carer Level 7 Yr 3	1251.57	32.9360	1268.67	33.3860

Classifications	Pay Rates 1 January 2025		Pay Rates 1 July 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
Non-Direct Carer Level 2 Yr 1	1062.60	27.9632	1095.54	28.8301
Non-Direct Carer Level 2 Yr 2	1072.68	28.2284	1105.93	29.1035
Non-Direct Carer Level 2 Yr 3	1082.40	28.4843	1115.96	29.3673
Non-Direct Carer Level 3 Yr 1	1102.43	29.0113	1136.60	29.9106
Non-Direct Carer Level 3 Yr 2	1112.33	29.2719	1146.82	30.1794
Non-Direct Carer Level 3 Yr 3	1121.91	29.5240	1156.69	30.4392
Non-Direct Carer Level 4 Yr 1	1119.39	29.4577	1154.09	30.3709
Non-Direct Carer Level 4 Yr 2	1128.92	29.7084	1163.91	30.6293
Non-Direct Carer Level 4 Yr 3	1138.15	29.9512	1173.43	30.8797

Classifications	Pay Rates 1 January 2025		Pay Rates 1 July 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
Non-Direct Carer Level 5 Yr 1	1152.07	30.3177	1187.79	31.2576
Non-Direct Carer Level 5 Yr 2	1161.61	30.5687	1197.62	31.5163
Non-Direct Carer Level 5 Yr 3	1170.84	30.8115	1207.13	31.7667
Non-Direct Carer Level 6 Yr 1	1234.02	32.4742	1272.27	33.4809
Non-Direct Carer Level 6 Yr 2	1243.56	32.7251	1282.11	33.7396
Non-Direct Carer Level 6 Yr 3	1252.77	32.9677	1291.61	33.9897
Non-Direct Carer Level 7 Yr 1	1287.97	33.8940	1327.90	34.9448
Non-Direct Carer Level 7 Yr 2	1297.51	34.1450	1337.73	35.2035
Non-Direct Carer Level 7 Yr 3	1306.73	34.3876	1347.24	35.4536

Head Chefs	Current Pay Rates – Old Structure		Current Pay Rates - New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
<b>Wage Skill Group 11</b>					
1st year of exp.	1352.44	35.5905	Chef Level 7 Yr 1	1356.91	35.7082
2nd year of exp.	1356.91	35.7082			
3rd year of exp.	1361.68	35.8337	Chef Level 7 Yr 2	1365.92	35.9453
4th year of exp.	1365.92	35.9453			
5th year of exp.	1370.16	36.0568	Chef Level 7 Yr 3	1374.63	36.1745
6th year of exp.	1374.63	36.1745			

Chefs	Current Pay Rates – Old Structure		Current Pay Rates - New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
<b>Wage Skill Group 9 &amp;10</b>					
1st year of exp.	1144.90	30.1289	Chef Level 6 Yr 1	1149.37	30.2466
2nd year of exp.	1149.37	30.2466			
3rd year of exp.	1154.14	30.3721	Chef Level 6 Yr 2	1158.38	30.4837
4th year of exp.	1158.38	30.4837			
5th year of exp.	1162.62	30.5953	Chef Level 6 Yr 3	1167.09	30.7129
6th year of exp.	1167.09	30.7129			

<b>Cooks</b>	<b>Current Pay Rates – Old Structure</b>		<b>Current Pay Rates - New Structure</b>		
	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Classifications</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>
<b>Wage Skill Group 1-8</b>					
1st year of exp.	1067.46	28.0911	Chef Level 5 Yr 1	1071.94	28.2089
2nd year of exp.	1071.94	28.2089			
3rd year of exp.	1076.72	28.3347	Chef Level 5 Yr 2	1080.95	28.4461
4th year of exp.	1080.95	28.4461			
5th year of exp.	1085.19	28.5576	Chef Level 5 Yr 3	1089.67	28.6755
6th year of exp.	1089.67	28.6755			

## Head Chefs

<b>Classifications</b>	<b>Pay Rates 1 July 2024</b>		<b>Pay Rates 31 December 2024</b>		<b>Pay Rates 1 July 2025</b>	
	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>
Chef Level 7 Yr 1	1394.23	36.6901	1411.33	37.1401	1455.08	38.2915
Chef Level 7 Yr 2	1403.48	36.9338	1420.58	37.3838	1464.62	38.5427
Chef Level 7 Yr 3	1412.43	37.1693	1429.53	37.6193	1473.85	38.7855

## Chefs / Cooks

<b>Classifications</b>	<b>Pay Rates 1 July 2024</b>		<b>Pay Rates 31 December 2024</b>		<b>Pay Rates 1 January 2025</b>		<b>Pay Rates 1 July 2025</b>	
	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>
Chef Level 6 Yr 1	1180.98	31.0784	1198.08	31.5284	1234.02	32.4742	1272.27	33.4809
Chef Level 6 Yr 2	1190.24	31.3220	1207.34	31.7720	1243.56	32.7251	1282.11	33.7396
Chef Level 6 Yr 3	1199.18	31.5575	1216.28	32.0075	1252.77	32.9677	1291.61	33.9897

Chef Level 5 Yr 1	1101.42	28.9847	1118.52	29.4347	1152.07	30.3177	1187.79	31.2576
Chef Level 5 Yr 2	1110.68	29.2283	1127.78	29.6783	1161.61	30.5687	1197.62	31.5163
Chef Level 5 Yr 3	1119.64	29.4641	1136.74	29.9141	1170.84	30.8115	1207.13	31.7667



## Allowances

Allowance	Current	New Rates effective 1 July 2024	New Rates effective 1 January 2025	New Rates effective 1 July 2025	New Rates effective 1 October 2025
	\$	\$	\$	\$	\$
AM/PM shift	28.93	30.14	31.79	32.78	34.09
Night Shift	57.85	60.29	63.59	65.56	68.18
Change of Shift	46.28	48.23	50.87	52.45	54.55
On Call Allowance (5%)	57.85	60.29	63.59	65.56	68.18
Medication Allowance per hour	2.58 (per week)	1.50	1.56	1.61	1.67
<b>Nauseous Allowance</b>					
Per hour	0.58	0.60			
Min per week	22.06	22.67			
<b>Dirty and Offensive Linen</b>	0.59	0.61	0.63	0.65	0.68
<b>Leader Allowance</b>	10%	10%	10%	10%	110%
<b>Buddy Allowance per hour</b>	-	1.25	1.30	1.34	1.39
<b>Meal Allowance</b>					
Overtime beyond 1 hour, Mon-Fri	14.3	16.20	16.85	17.37	18.07
Overtime beyond 4 hours, Mon-Fri (further payment to the above)	11.48	14.60	15.18	15.65	16.28
Work beyond 5 hours on Sat-Sun or on rostered day off	15.42	16.20	16.85	17.37	18.07
Work beyond 9 hours on Sat-Sun or rostered day off (further payment to the above)	12.36	14.60	15.18	15.65	16.28
<b>Uniform, lesser of:</b>					
Per day	1.87	1.92	2.00	2.06	2.14
Per week	9.52	9.78	10.17	10.49	10.91
<b>Laundry, lesser of:</b>					
Per day	0.48	0.49	0.51	0.53	0.55
Per week	2.27	2.33	2.43	2.50	2.60

Allowance	Current	New Rates effective 1 July 2024	New Rates effective 1 January 2025	New Rates effective 1 July 2025	New Rates effective 1 October 2025
	\$	\$	\$	\$	\$
<b>Tools (Chefs &amp; Cooks)</b>					
\$ per week	16.89	17.35	18.05	18.61	19.35
<b>Occasional Interpreter</b>					
Per occasion	1.08	1.11	1.15	1.19	1.24
Per week	13.66	14.04	14.60	15.05	15.65
<b>Vehicle</b>					
Per kilometre	-	0.99	1.03	1.06	1.10

## Enrolled Nurses

Classifications	Current		Pay Rates 1 July 2024	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
EN Trainee Rate: 90% of PP 1	1102.61	29.0161	1132.93	29.8140
Pay point 1 (For Allowance Rate only)	1225.12	32.2400	1258.81	33.1266
Pay point 2 (Not used as a classification)	-	-	-	-
Pay point 3	1269.00	33.3947	1303.90	34.3131
Pay point 4	1291.64	33.9905	1327.16	34.9253
Pay point 5	1310.13	34.4771	1346.16	35.4252
Pay point 6	1330.26	35.0068	1366.84	35.9695
Pay point 7	1348.87	35.4966	1385.96	36.4727
Pay point 8	1370.55	36.0671	1408.24	37.0590

Classifications	Pay Rates 31 December 2024		Pay Rates 1 July 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
EN Trainee Rate: 90% of PP 1	1148.32	30.2189	1183.92	31.1557
Pay point 1.1 (For Allowance Rate only)	1275.91	33.5766	1315.46	34.6175
Pay Point 1.2 (With Notation)	1425.34	37.5090	1469.53	38.6717
Pay point 2.1 (Previous Pay point 3)	1373.15	36.1356	1415.72	37.2558
Pay point 2.2 (Previous Pay point 4)	1397.35	36.7723	1440.66	37.9122
Pay point 2.3 (Previous Pay point 5)	1417.10	37.2922	1461.04	38.4483
Pay point 2.4 (Previous Pay point 6)	1438.62	37.8583	1483.21	39.0319
Pay point 2.5 (Previous Pay point 7)	1458.50	38.3816	1503.72	39.5715
Pay point 2.6 (Previous Pay point 8)	1481.67	38.9913	1527.60	40.2000

## Enrolled Nurses (Royal Freemasons) rates effective until 30 December 2024

Classifications	Weekly pay rate \$	Hourly pay rate \$
Pay point 2	1336.39	35.1682
Pay point 3	1360.61	35.8055
Pay point 4	1380.04	36.3168
Pay point 5	1404.71	36.9661
Pay point 6	1427.29	37.5603
Pay point 7	1447.25	38.0855

## Allowances

Allowance	Current	New Rates effective 1 July 2024	New Rates effective 31 December 2024	New Rates effective 1 July 2025
	\$	\$	\$	\$
AM/PM Shift	30.61	31.47	31.90	32.89
Night Shift	61.27	62.94	63.80	65.77
Change of Shift	49.01	50.35	51.04	52.62
On Call (5%) per 12-hour period	61.27	62.94	63.80	65.77
In Charge of facility	50.2	51.58	51.58	53.18
<b>Leader Allowance</b>	10%	10%	10%	10%
<b>Nauseous Allowance</b>				
Per hour	0.55	0.57		
Min per week	20.76	21.33		
<b>Dirty and Offensive Linen</b>	0.63	0.65	0.65	0.67
<b>Qualifications Allowance</b>	3.5% of their applicable weekly Pay Point rate	3.5% of their applicable weekly Pay Point rate	3.5% of their applicable weekly Pay Point rate	3.5% of their applicable weekly Pay Point rate
<b>Meal Allowance</b>				
Overtime beyond 1 hour	16.47	16.92	16.92	17.44
Overtime beyond 4 hours (further payment to above)	12.8	14.60	14.60	15.05
Work beyond 5 hours on Sat/Sun or rostered day off	16.47	16.92	16.92	17.44
Work beyond 9 hours on Sat/Sun or rostered day off (further payment to above)	12.8	14.60	14.60	15.05
<b>Uniform EN, lesser of</b>				
Per day	1.69	1.74	1.74	1.79
Per week	8.57	8.81	8.81	9.08

<b>Allowance</b>	<b>Current</b>	<b>New Rates effective 1 July 2024</b>	<b>New Rates effective 31 December 2024</b>	<b>New Rates effective 1 July 2025</b>
	\$	\$	\$	\$
<b>Laundry EN, lesser of:</b>				
Per day	0.4	0.41	0.41	0.42
Per week	2.05	2.11	2.11	2.18
<b>Occasional Interpreter</b>				
Per occasion	1.09	1.12	1.12	1.15
Per week	13.75	14.13	14.13	14.57
<b>Vehicle</b>				
Per kilometre	-	0.99	0.99	1.02

## Registered Nurses

<b>Classification</b>	<b>Current Pay Rates – Old Structure</b>		<b>New Structure</b>		
	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>	<b>Classifications</b>	<b>Weekly pay rate \$</b>	<b>Hourly pay rate \$</b>
<b>Registered Nurse Grade 2</b>			<b>Registered Nurse Grade 2</b>		
Year 1	1359.67	35.7808	Year 1	1502.42	39.5374
Year 2 (Allowance Rate)	1469.47	38.6703			
Year 3	1502.42	39.5374			
Year 4	1568.99	41.2892	Year 2	1677.65	44.1487
Year 5	1631.17	42.9255			
Year 6	1677.65	44.1487			
Year 7	1723.10	45.3447	Year 3	1800.79	47.3892
Year 8	1748.79	46.0208			
Year 9	1800.79	47.3892			
<b>Registered Nurse 3A</b>					
Year 1	1831.1	48.1868			
Year 2	1858.79	48.9155			
<b>Registered Nurse 3B</b>					
Year 1	1891.84	49.7853			
Year 2	1930.93	50.8139			
<b>Registered Nurse 4A</b>					
Year 1	1992.6	52.4368			
Year 2	2039.89	53.6813			
<b>Registered Nurse 4B</b>					
Year 1	2075.8	54.6263			
Year 2	2123.21	55.8739			
<b>Registered Nurse Grade 5</b>					
13 - 50 Beds	2136.49	56.2234			

Classification	Current Pay Rates – Old Structure		New Structure		
	Weekly pay rate \$	Hourly pay rate \$	Classifications	Weekly pay rate \$	Hourly pay rate \$
51 - 200 Beds	2228.61	58.6476			
201 - 400 Beds	2243.73	59.0455			
401 - 600 Beds	2376.47	62.5387			
601+ Beds	2310.46	60.8016			
<b>Registered Nurse Grade 6</b>			<b>Registered Nurse Grade 6</b>		
Up to 50 Beds	2158.15	56.7934	Up to 50 Beds	2299.00	60.5000
51 - 100 Beds	2174.87	57.2334	51 - 100 Beds	2299.00	60.5000
101+ Beds	2189.69	57.6234	101+ Beds	2367.32	62.2979
<b>Registered Nurse Grade 7</b>					
Up to 50 Beds	2227.14	58.6089			
51 - 100 Beds	2243.48	59.0389			
101 and over Beds	2272.74	59.8089			

Classifications	Pay Rates 1 July 2024		Pay Rates 1 July 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
<b>Registered Nurse Grade 2</b>				
Year 1	1543.74	40.6246	1591.59	41.8840
Year 2	1723.79	45.3628	1777.22	46.7690
Year 3	1850.31	48.6924	1907.67	50.2019
<b>Registered Nurse 3A</b>				
Year 1	1881.46	49.5120	1939.78	51.0469
Year 2	1909.91	50.2607	1969.11	51.8188
<b>Registered Nurse 3B</b>				
Year 1	1943.87	51.1544	2004.13	52.7401
Year 2	1984.03	52.2113	2045.54	53.8299
<b>Registered Nurse 4A</b>				
Year 1	2047.40	53.8789	2110.87	55.5491
Year 2	2095.99	55.1576	2160.96	56.8674
<b>Registered Nurse 4B</b>				
Year 1	2132.88	56.1285	2199.00	57.8685
Year 2	2181.60	57.4105	2249.23	59.1902
<b>Registered Nurse Grade 5</b>				

Classifications	Pay Rates 1 July 2024		Pay Rates 1 July 2025	
	Weekly pay rate \$	Hourly pay rate \$	Weekly pay rate \$	Hourly pay rate \$
13 - 50 Beds	2195.24	57.7696	2263.30	59.5604
51 - 200 Beds	2289.90	60.2604	2360.88	62.1285
201 - 400 Beds	2305.43	60.6693	2376.90	62.5500
401 - 600 Beds	2441.82	64.2585	2517.52	66.2505
601+ Beds	2374.00	62.4736	2447.59	64.4103
<b>Registered Nurse Grade 6</b>				
Up to 50 Beds	2362.22	62.1638	2435.45	64.0908
51 - 100 Beds	2362.22	62.1638	2435.45	64.0908
101+ Beds	2432.42	64.0111	2507.83	65.9954
<b>Registered Nurse Grade 7</b>				
Up to 50 Beds	2288.39	60.2207	2359.33	62.0875
51 - 100 Beds	2305.18	60.6625	2376.64	62.5431
101 and over Beds	2335.24	61.4537	2407.63	63.3588

## Allowances

Allowance	Current	New Rates effective 1 July 2024	New Rates effective 1 July 2025
	\$	\$	\$
AM/PM Shift	36.7	38.59	39.79
Night Shift	73.5	77.19	79.58
On Call (5%) per 12-hour period	73.5	77.19	79.58
<b>Qualifications Allowance</b>			
Hospital/Grad Certificate	58.8	61.75	63.66
Post Grad Dip/Degree	95.5	100.34	103.45
Masters Degree	110.2	115.78	119.37
Doctorate	124.9	131.22	135.29
<b>Meal Allowance</b>			
After usual finishing beyond 1 hour, Mon-Fri	14.04	16.20	16.70
After usual finishing beyond 4 hours, Mon-Fri (further payment to the above)	11.56	14.60	15.05
Overtime beyond 5 hours on Sat-Sun or rostered day off	14.04	16.20	16.70

<b>Allowance</b>	<b>Current</b>	<b>New Rates effective 1 July 2024</b>	<b>New Rates effective 1 July 2025</b>
	<b>\$</b>	<b>\$</b>	<b>\$</b>
Overtime beyond 9 hours on Sat-Sun or rostered day off (further payment to the above)	11.56	14.60	15.05
<b>Uniform RN, lesser of:</b>			
Per day	1.54	1.58	1.63
Per week	7.85	8.07	8.32
<b>Laundry RN, lesser of:</b>			
Per day	0.41	0.42	0.43
Per week	2.01	2.07	2.13
<b>Vehicle</b>			
Per kilometre	-	0.99	1.02

## APPENDIX B – CLASSIFICATION DEFINITIONS

### AGED CARE CLASSIFICATIONS

#### Direct Care

Classification	Typical Roles	Descriptors
Mecwacare Direct Care Level 2	Personal Care Assistant (unqualified) Care Support Assistant (unqualified)	An employee whose primary role is to provide direct care to residents and who is unqualified
Mecwacare Direct Care Level 3	Personal Care Assistant (Cert III; less than 4yrs experience) Care Support Assistant (Cert III; less than 4yrs experience)	An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support (Ageing) or equivalent
Mecwacare Direct Care Level 4	Personal Care Assistant (Cert III; more than 4yrs experience) Care Support Assistant (Cert III; more than 4yrs experience)	An employee whose primary role is to provide direct care to residents and who has obtained a Certificate III in Individual Support (Ageing) or equivalent and has obtained 4 years' post-qualification industry experience as a direct care employee.
Mecwacare Direct Care Level 5 A	Personal Care Assistant (Cert IV) Care Support Assistant (Cert IV)	An employee whose primary role is to provide direct care to residents and who has obtained a Certificate IV in Ageing Support.
Mecwacare Direct Care Level 5 B	Personal Care Assistant (Cert IV) Care Support Assistant (Cert IV)	An employee whose primary role is to provide direct care to residents and who has obtained a Certificate IV in Ageing Support or equivalent as a requirement for the performance of their duties by the employer
Mecwacare Direct Care Level 6	Personal Care Assistant Team Leader (Cert IV)	A direct care employee who may have obtained a Certificate IV in Ageing



<b>Classification</b>	<b>Typical Roles</b>	<b>Descriptors</b>
	Care Support Coordinator	Support or equivalent as a requirement for the performance of their duties by the employer and is required to supervise and train other direct care employees.

### Non-Direct Care

<b>Classification</b>	<b>Typical Roles</b>	<b>Descriptors</b>
Mecwacare Level 2	<ul style="list-style-type: none"> <li>- Storeperson</li> <li>- Maintenance/Handyperson (unqualified)</li> <li>- Gardener (non-trade)</li> </ul>	<p>is capable of prioritising work within established routines, methods and procedures;</p> <p>is responsible for work performed with a limited level of accountability or discretion;</p> <p>works under limited supervision, either individually or in a team;</p> <p>possesses sound communication skills; and</p> <p>requires specific on-the-job training and/or relevant skills training or experience.</p>
Mecwacare Level 3	<ul style="list-style-type: none"> <li>- Dietary Care Assistant</li> <li>- Domestic Care Assistant</li> <li>- Cleaner</li> <li>- Laundry Hand</li> <li>- Driver (up to 3 tonnes)</li> </ul>	<p>is capable of prioritising work within established routines, methods and procedures (non admin/clerical);</p> <p>is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);</p> <p>works under limited supervision, either individually or in a team (non admin/clerical);</p>

Classification	Typical Roles	Descriptors
		<p>possesses sound communication and/or arithmetic skills (non admin/clerical);</p> <p>requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and</p> <p>In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.</p>
Mecwacare Level 4	<p>General and Administrative Services</p> <ul style="list-style-type: none"> <li>- Administration Officer</li> <li>- Administration Assistant</li> <li>- Receptionist</li> <li>- Maintenance/Handyperson (qualified)</li> <li>- Gardener (Cert III)</li> </ul>	<p>is capable of prioritising work within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a reasonable level of accountability or discretion;</p> <p>works under limited supervision, either individually or in a team;</p> <p>possesses good communication, interpersonal and/or arithmetic skills; and</p> <p>requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience.</p> <p>requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)</p>

Classification	Typical Roles	Descriptors
		may be required to use a computer
Mecwacare Level 5	<p>General and Administrative Services</p> <ul style="list-style-type: none"> <li>- Payroll Officer</li> <li>- Project Officer</li> <li>- Finance Officer</li> </ul>	<p>is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a substantial level of accountability;</p> <p>works either individually or in a team;</p> <p>may assist with supervision of others;</p> <p>requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes (admin/clerical);</p> <p>may require basic computer knowledge or be required to use a computer on a regular basis;</p> <p>possesses administrative skills and problem solving abilities;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills; and</p> <p>requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.</p>
Mecwacare Level 6	General and Administrative Services	is capable of functioning with a high level of

Classification	Typical Roles	Descriptors
	<ul style="list-style-type: none"> <li>- “Senior” Level Roles</li> <li>- “Advisor” Level Roles</li> <li>- “Coordinator”(non-management) roles</li> <li>- Personal Assistant</li> <li>- Assistant Accountant</li> </ul>	<p>autonomy, and prioritising their work within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a substantial level of accountability and responsibility;</p> <p>works either individually or in a team;</p> <p>may require comprehensive computer knowledge or be required to use a computer on a regular basis;</p> <p>possesses administrative skills and problem solving abilities;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills; and</p> <p>may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</p>
Mecwacare Level 7	<p>General and Administrative Services</p> <ul style="list-style-type: none"> <li>- “Team Leader” Level Roles</li> <li>- “Supervisor” Level Roles</li> <li>- Executive Assistant</li> <li>- Building/Gardening Services Coordinator</li> </ul>	<p>is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a substantial level of accountability and responsibility;</p> <p>may supervise the work of others, including work</p>

<b>Classification</b>	<b>Typical Roles</b>	<b>Descriptors</b>
		<p>allocation, rostering and guidance;</p> <p>works either individually or in a team;</p> <p>may require comprehensive computer knowledge or be required to use a computer on a regular basis;</p> <p>possesses developed administrative skills and problem solving abilities;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills; and</p> <p>may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</p>

### **Chefs and Cooks**

<b>Classification</b>	<b>Role</b>	<b>Descriptors</b>
Chef Level 5	Cook	<p>is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a substantial level of accountability;</p> <p>works either individually or in a team;</p> <p>may assist with supervision of others;</p> <p>requires a comprehensive knowledge of medical</p>

Classification	Role	Descriptors
		<p>terminology and/or a working knowledge of health insurance schemes (admin/clerical);</p> <p>may require basic computer knowledge or be required to use a computer on a regular basis;</p> <p>possesses administrative skills and problem solving abilities;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills; and</p> <p>requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.</p>
Chef Level 6	Chef	<p>Is not the most senior chef in the facility;</p> <p>is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a substantial level of accountability and responsibility;</p> <p>works either individually or in a team;</p> <p>may require comprehensive computer knowledge or be required to use a computer on a regular basis;</p>

Classification	Role	Descriptors
		<p>possesses administrative skills and problem solving abilities;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills; and</p> <p>may require formal qualifications at post-trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</p>
Chef Level 7	Head Chef/Most Senior Chef in Facility	<p>Is employed as the Head Chef or most Senior Chef in a facility;</p> <p>is responsible for supervising other chefs and food services employees;</p> <p>gives any necessary instruction in all branches of cooking, preparation of food service, staff rosters, assist in meal planning, assist in meal pricing;</p> <p>assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.</p> <p>is capable of functioning autonomously, and prioritising their work and the work of others within established policies, guidelines and procedures;</p> <p>is responsible for work performed with a substantial level of accountability and responsibility;</p>

Classification	Role	Descriptors
		<p>may supervise the work of others, including work allocation, rostering and guidance;</p> <p>works either individually or in a team;</p> <p>may require comprehensive computer knowledge or be required to use a computer on a regular basis;</p> <p>possesses developed administrative skills and problem solving abilities;</p> <p>possesses well developed communication, interpersonal and/or arithmetic skills; and</p> <p>may require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.</p>

## REGISTERED NURSES

### Grade 2

#### Residential

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

On AM shift is the second or subsequent Registered Nurse rostered on the shift (in addition to the Director of Nursing and/or Clinical Care Coordinator however titled) i.e. there is at least one other RN classified at Grade 4 or Grade 5 nurse rostered on the floor, in addition to the DoN and/or Clinical Care Coordinator; and

On PM, night and weekend shifts works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the RN Grade 2 is working i.e. the RN Grade 2 is not in charge of or responsible for a section or unit of the facility but works under direct supervision.



### Home Care and Community

A registered nurse in the second or subsequent years of experience as a registered Nurse and who is not in charge of a area/LGA and does not manage staff. Will be able to independently visit clients in their homes to deliver nursing care

#### **Grade 3**

A Registered Nurse appointed as Team Leader (however titled) that leads a small team of care staff that deliver direct care within a small unit within a facility, whilst reporting any clinical issues to their designated direct report. They ensure and deliver care to designated residents, undertake clinical reviews, family consultations, referrals and completion of required documentation within their scope of practice.

### Home Care and Community

A Registered Nurse appointed as an Assessment officer that leads a small team of Grade 2 Registered Nurses or Enrolled Nurses within an allocated geographical area. They ensure and deliver care to clients, undertake reviews, assessments, and consultations and completion of required documentation within their scope of practice. They provide mentoring, advice & guidance to Grade 2 nurses and their clients.

#### **Grade 4A**

A Registered Nurse appointed as the After-Hours Coordinator, In-Charge of a facility with less than 61 residents when the Director of Nursing is not on shift (i.e. PM, night and weekend shifts).

A Registered Nurse appointed as a Nurse Unit Manager (however titled) in charge of a ward or unit or section of a residential aged care facility.

### Home Care and Community

A Registered Nurse appointed as Clinical Triage Nurse who provides non-emergency health advice, care and support to the community nursing team. They triage enquiries and advise on referrals into the program and/or, if their enquiry could benefit from a visit, hospital attendance or GP visit. They provide mentoring, advice & guidance to Grade 2 and Grade 3 nurses and their clients.

#### **Grade 4B**

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

### Home Care and Community

A Registered Nurse appointed as a Specialist Nurse who provides specialist care and support to the community nursing team. They deliver care to clients, undertake reviews, assessments, and consultations and completion of required documentation within their scope of practice. They provide mentoring, advice & guidance to Grade 2 and Grade 3 nurses and their clients.

## **Grade 5**

A Registered Nurse appointed as the After-Hours Coordinator, In-Charge of a facility with more than 61 residents on PM, night and all weekend shifts and paid as such (for the whole of the rostered shift, even when the Clinical Care Coordinator is on site for part of that shift). The rate of pay for this classification shall be based on the relevant bed number (usually 51 - 200 beds).

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

### Home Care and Community

A Registered Nurse appointed as Associate Nurse Manager in community nursing. They will provide leadership and management to Community nursing staff, including overseeing provision of safe and high-quality clinical care and service. They are responsible for management of intake services and specialist nurses. They will act as Nurse unit Manager in their absence.

## **Grade 6**

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

## **Grade 7**

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

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

### Home Care and Community

A Registered Nurse appointed as Nurse Manager who oversees the operational and clinical components of the community nursing program.

## **ENROLLED NURSE CLASSIFICATIONS**

### **A. Pay Point Progression – General**

1. Subject to the terms specified for each Pay Point as defined in Part B of this clause, each Enrolled Nurse shall progress to the next Pay Point (between Level 2.1 and 2.6 inclusive) on their anniversary date, subject only to:
  2. The completion of a year of experience
  3. An Enrolled Nurse is not required to apply for Pay Point progression, and it will happen automatically.

4. All relevant training, experience and skills in any workplace as an Enrolled Nurse, other than such experience predating a break of five or more consecutive years, shall be counted for the purpose of assigning a Pay Point to new Employees except that regard will not be had to an Employee's Pay Point with a previous Employer to the extent it was not referable to the Employee's training, experience and skill.
5. Part time Employees shall progress in accordance with the requirements of full-time Employees.

**B. Pay Point Progression Criteria**

**Level 1 (ENs with Notation who cannot administer medications)**

1. Level 1.1 is not utilised in this Agreement, except as the Allowance Rate.
2. Level 1.2 is the only classification and single pay point for Enrolled Nurses with notation on their registration (i.e. not authorised to administer medications).

**Level 2 (ENs without Notation who can administer medications )**

1. Level 2.1 is the entry point for all ENs who are appointed with a Diploma of Nursing and are authorised to administer medications by at least 4 routes.
2. Progression from Level 2.1 to 2.2 and between each subsequent level will occur automatically upon completion of:  
  
(A) year of experience.

## **APPENDIX C – LETTER OF APPOINTMENT**

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

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

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

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

## **APPENDIX D – ACCIDENT MAKE-UP PAY**

### **1. Entitlement**

An Employee receiving compensation for incapacity pursuant to the *Workplace Injury Rehabilitation and Compensation Act 2013* (WIRC) will be entitled to Accident Make Up Pay from Mecwacare (including pro rata for any part of a week).

### **2. Definition**

Accident Make Up Pay means:

- a) In the case of an Employee with no current work capacity:

A payment equal to the pre-injury average weekly earnings the Employee would ordinarily receive, calculated over the 12 months prior to the injury, had the Employee been performing their normal duties and hours of work, including any shift penalties, allowances and/or overtime payments, less the amount of weekly compensation.

- b) In the case of an Employee with a current work capacity:

A payment equal to the pre-injury average weekly earnings the Employee would ordinarily receive, calculated over the 12 months prior to the injury, had the Employee been performing their normal duties and hours of work, including any shift penalties, allowances and/or overtime payments, less the amount of weekly compensation and less the amount the Employee is earning in suitable employment.

### **3. Maximum Payment**

#### **Day worker Employee**

A day-worker Employee will be entitled to be entitled to Accident Make Up Pay to a total of 100% of pre-injury average weekly earnings for a period of 39 weeks.

#### **Shift Worker Employee**

- a) Weeks 1 – 13

A shift worker Employee will be entitled to Accident Make Up Pay to a total of 100% of pre-injury average weekly earnings for a period of 13 weeks.

- b) Weeks 14 – 20

A shift worker Employee will be entitled to Accident Make Up Pay to a total of 95% of pre-injury average weekly earnings for a further period of 6 weeks

- c) Weeks 21 – 39

An shift worker Employee will be entitled to Accident Make Up Pay to a total of 90% of pre-injury average weekly earnings for a further period of 19 weeks.

d) Maximum Aggregate Period

The maximum period or aggregate of periods of Accident Make Up Pay to be made by Mecwacare will be a total of 39 weeks for any compensable incapacity.

#### **4. Accident Make Up Pay Not Applicable**

Accident Make Up Pay in accordance with this clause will not apply:

- a) In respect of any injury during the first five (5) normal working days of incapacity, except where the Employee contracts an infectious disease for which the Employee is entitled to receive workers compensation, in which case Accident Make Up Pay will apply from the first day of the incapacity;
- b) To any incapacity occurring during the first two (2) weeks of employment unless that incapacity continues beyond the first two (2) weeks, in which case Accident Make Up Pay will apply only to the period of incapacity after the first two (2) weeks;
- c) During any period when the Employee fails to comply with the requirements of the WIRC with regard to examination by a medical practitioner;
- d) Where the injury for which the Employee is receiving weekly compensation payments in a pre-existing injury that work has contributed to by way of recurrence, aggravation, acceleration, exacerbation or deterioration, and the Employee failed to disclose the injury on engagement:
  - i. Following a request to do so by Mecwacare; and
  - ii. Mecwacare providing the Employee with details of the requirement of the position; and
  - iii. Where the Employee knew, or ought to have known, that the nature of the injury may impact on the ability of the Employee to do the work;
- e) Where the injury subject to recurrence, aggravation or acceleration as provided under workers' compensation legislation or industrial diseases contracted by a gradual process, unless the Employee has been employed with Mecwacare at the time of the incapacity for a minimum period of one (1) month;
- f) Where in accordance with the WIRC Act, a medical practitioner provides information to Mecwacare of an Employee's fitness for work or specifies work for which an employee has a capacity and that work is made available by Mecwacare but not commenced by the Employee;
- g) When the claim has ceased or redeemed in accordance with the WIRC Act;
- h) In respect of any paid leave of absence.

## **Civil Damages Claims**

### **5. Advice to Employer**

An Employee receiving or who received Accident Make Up Pay must advise Mecwacare of any action or claim the Employee may institute for damages. If requested, the Employee will provide an authority to Mecwacare, entitling Mecwacare to a charge upon any money payable pursuant to any judgment or settlement on that injury.

### **6. Judgment or Settlement**

Where an Employee obtains a judgment or settlement for damages in respect of an injury for which the Employee receives Accident Make Up Pay, Mecwacare's liability to pay Accident Make Up Pay ceases from the date of such judgement or settlement where the damages are not reduced (in whole or in part) by the Accident Make Up Pay paid by Mecwacare. Where damages from a judgement or settlement are not reduced to take into account Accident Make Up Pay paid by Mecwacare (in whole or in part), the Employee must repay Mecwacare the Accident Make Up Pay to the extent the damages were not reduced.

### **7. Damages Settlement by a Person Other Than Employer**

Where an Employee obtains a judgement or settlement for damages against a person other than Mecwacare in respect of an injury for which the Employee received Accident Make Up Pay, Mecwacare's liability to pay Accident Make Up Pay will cease from the date of such judgment or settlement where the damages are not reduced (in whole or in part) by the amount of accident pay made by Mecwacare. The Employee must pay to Mecwacare any amount of accident pay already received in respect of that injury by which the judgment or settlement has not been so reduced.

### **8. Notice of Injury**

Where an Employee is injured and claims to be entitled to receive accident pay, then the Employee shall give notice in writing of that injury to Mecwacare as soon as reasonably practicable after the injury occurs. Such notice may be given by a representative of the Employee.

### **9. Medical Examination**

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

Where, in accordance with the WIRC Act, a medical referee gives a certificate as to the condition of the Employee and their fitness for work or specifies work for which the Employee is fit and such work is made available by Mecwacare 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.

## **10. 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 as from the date of such cessation or redemption.

## **11. Insurance against Liability**

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

## **12. 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.

## **13. Death of an Employee**

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

## **14. Commencement**

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



**APPENDIX E - NEW AGED CARE EMPLOYEE CLASSIFICATION STRUCTURE  
EXPLANATION**

Mecwacare have simplified the classification structure in this Agreement to better align classifications to the Aged Care Award and to ensure that Employees can achieve higher rates of pay faster. This also includes condensing the number of year levels from 6 down to 3. In all instances, Employees have been moved up into higher classifications and/or year levels to achieve the simpler structure. The tables below outline examples of how the old structure has been converted into the new structure:

**Direct Care**

<b>Old Classification</b>	<b>Old Pay Rate</b>	<b>New Classification</b>	<b>New Pay Rate as of 1 July 2024</b>
Wage Skill Group 3 1 <sup>st</sup> year of experience 2 <sup>nd</sup> year of experience	\$29.7316 \$29.8505	Direct Carer Level 2, Year 1	\$29.8505
Wage Skill Group 3 3 <sup>rd</sup> year of experience 4 <sup>th</sup> year of experience	\$29.9768 \$30.0892	Direct Carer Level 2, Year 2	\$30.0892
Wage Skill Group 3 5 <sup>th</sup> year of experience 6 <sup>th</sup> year of experience	\$30.2016 \$30.3203	Direct Carer Level 2, Year 3	\$30.3203

**Indirect Care**

<b>Old Classification</b>	<b>Old Pay Rate</b>	<b>New Classification</b>	<b>New Pay Rate as of 1 July 2024</b>
All employees in Wage Skill Group 3 have been moved up, to Wage Skill Group 5			
All employees in Wage Skill Group 4 have been moved up, to Wage Skill Group 5			
Wage Skill Group 5 1 <sup>st</sup> year of experience 2 <sup>nd</sup> year of experience	\$26.8518 \$26.9700	Non-Direct Carer Level 3, Year 1	\$26.9745
Wage Skill Group 5 3 <sup>rd</sup> year of experience 4 <sup>th</sup> year of experience	\$27.0961 \$27.2079	Non-Direct Carer Level 3, Year 2	\$27.2208
Wage Skill Group 5 5 <sup>th</sup> year of experience 6 <sup>th</sup> year of experience	\$27.3200 \$27.4382	Non-Direct Carer Level 3, Year 3	\$27.4589

The following summary outlines the key changes introduced in the transition from the old classification system to the new classification system:

<b>Direct Care</b>	
<b>Old Classification</b>	<b>New Classification</b>
Wage Skill Group 3	Direct Carer Level 2
Wage Skill Group 6 (Yr 1-3)	Direct Carer Level 3
Wage Skill Group 6 (Yr 4-6)	Direct Carer Level 4
Wage Skill Group 8	Direct Carer Level 5A
	Direct Carer Level 5B
Wage Skill Group 11	Direct Carer Level 6
<b>Non-Direct Care</b>	
<b>Old Classification</b>	<b>New Classification</b>
Wage Skill Group 1	Non-Direct Carer Level 2
Wage Skill Group 2	
Wage Skill Group 3	Non-Direct Carer Level 3
Wage Skill Group 4	
Wage Skill Group 5	
Wage Skill Group 6	Non-Direct Carer Level 4
Wage Skill Group 7	
Wage Skill Group 8	Non-Direct Carer Level 5
Wage Skill Group 9	Non-Direct Carer Level 6
Wage Skill Group 10	
Wage Skill Group 11	Non-Direct Carer Level 7