



Royal Freemasons Ltd

**ROYAL FREEMASONS LTD,**

**ANMF**

**and**

**HWU**

**HOME CARE ENTERPRISE  
AGREEMENT**

**2023**

1. ARRANGEMENT

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2. NAME OF THE AGREEMENT

The Agreement shall be known as the Royal Freemasons Ltd, ANMF and HWU Home Care Enterprise Agreement 2023.

3. COVERAGE

This agreement shall cover:

- (a) Royal Freemasons Ltd, ABN: 52082106821 ('the Employer');
- (b) Employees employed by the Employer in classifications at Appendix 3 in respect of Government funded and private home care services;
- (c) This Agreement is made under section 172 of the *Fair Work Act 2009*. The employer will take the necessary steps to seek approval of this Agreement under section 186 of the Act.
- (d) 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 section 183 of the *Fair Work Act 2009* to be covered by the Agreement.
- (e) It is the intention of this Agreement that the ANMF and HWU will be covered by this Agreement.

4. DATE AND PERIOD OF OPERATION

- (a) This Agreement shall commence operation from the 7th day after the agreement is approved by the Fair Work Commission (FWC) and shall remain in force until 30 June 2027 and thereafter in accordance with the Fair Work Act 2009.
- (b) The parties agree that discussions shall commence for a new Agreement no later than six months prior to the expiry date of the Agreement.

5. POSTING OF THE AGREEMENT

A copy of this Agreement shall be displayed in a conspicuous and convenient place at the workplace so as to be easily read by all Employees. Where there is no set workplace, a copy of this Agreement will be available to Employees on the intranet or equivalent and accessible on any hand-held device provided by the Employer.

6. RELATIONSHIP TO THE NATIONAL EMPLOYMENT STANDARDS

Entitlements in accordance with the National Employment Standards ("NES") are provided for under the *Fair Work Act 2009*. Where this Agreement also has provisions regarding matters dealt with under the NES and the provisions in the NES set out in the Act are more favourable to an Employee in a particular respect than those provisions, then the NES will prevail in that respect and the provisions dealing with that matter in this Agreement will have no effect in respect of that Employee. The provisions in this Agreement otherwise apply.

7. SCOPE

- (a) Except as otherwise indicated herein this Agreement sets out and is intended to set out comprehensively, all of the terms and conditions of employment of the

Employees whose employment is subject to the Agreement and they will not pursue any extra claims during the term of this Agreement in accordance with Clause 8.

- (b) Subject to an Employer meeting its obligations to consult arising under this Agreement or a relevant contract of employment, it is not the intention of clause (a) to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.

## 8. NO FURTHER CLAIMS

The Unions, the Employer and the Employees acknowledge and agree that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies including all Union and Employer claims made before and during the negotiations leading to the making of this Agreement (whether or not those claims were matters at issue during the bargaining).

## 9. DEFINITIONS

For the purposes of this Agreement:

- (a) The Act means the *Fair Work Act 2009* as amended from time to time.
- (b) FWC means the Fair Work Commission.
- (c) Any reference to the Nursing and Midwifery Board of Australia shall be deemed to include a reference to the Nurses Board of Victoria, the Victorian Nursing Council and the equivalent authorities in the other states or territories of Australia.
- (d) Registered Nurse shall mean a person who is registered by the Nursing and Midwifery Board of Australia.
- (e) Enrolled Nurse shall mean a person who is registered by the Nursing and Midwifery Board of Australia.
- (f) The Employer means Royal Freemasons Ltd.
- (g) NES means the National Employment Standards under Part 2-2 of the *Fair Work Act 2009*
- (h) Service and Continuous Service are defined by section 22 of the *Fair Work Act 2009*.
- (i) Registered health practitioner means a health practitioner registered, or licensed, as health practitioner (or as a health practitioner of a particular type) under a law of a State, Territory or the Commonwealth of Australia that provides for the registration or licensing of health practitioners (or health practitioners of that type).
- (j) *immediate family* of an employee means:
  - (i) a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
  - (ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.
  - (iii) spouse includes a former spouse.
  - (iv) De facto partner of an employee:
    - (1) means a person who, although not legally married to the employee, lives with the employee in a relationship as a couple on a genuine domestic basis (whether the employee and the person are of the same sex or different sexes); and

- (2) includes a former de facto partner of the employee.
- (k) Family and domestic violence means violent, threatening or other abusive behaviour by a close relative of an employee (being a member of the employee's Immediate Family or is related to the employee according to Aboriginal or Torres Strait Islander kinship rules per the NES), a member of an employee's household, or a current or former intimate partner of an employee, that:
- (i) seeks to coerce or control the Employee; and
  - (ii) causes the employee harm or to be fearful.
- (l) Registered Nurse Definitions
- (i) Base rate for the purposes of calculating allowances provided for Registered Nurses in this Agreement, the expression base rate shall mean the ordinary weekly rate of pay for a Registered Nurse Pay level 1 classification unless specified otherwise.
    - (1) Allowances shall be calculated to the nearest 10 cents, an exact amount of 5 cents in the result going to the higher figure.
  - (ii) Basic Training - means training for registration as a Registered Nurse.
  - (iii) In-service or post-basic education - education undertaken during, and in conjunction with, full-time employment as a Registered Nurse for the purpose of obtaining a post-basic certificate of qualification in:
    - (1) A course approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the nurses register.
    - (2) In-service certificates - post-basic certificates of qualification obtained by a Registered Nurse as a result of in-service or post-basic training viz:
    - (3) Certificates obtained for courses approved by the Nursing and Midwifery Board of Australia for the purposes of endorsement in the nurses register.
    - (4) Diplomas and Degrees - diplomas and degrees in nursing; education; or health administration held by a Registered Nurse as a result of undertaking a course of study at a College of Advanced Education or University.
    - (5) Provided that a certificate, diploma or degree which leads to registration as a Nurse shall not be covered by this subclause.
  - (iv) Experience – for the purposes of appointment for Registered Nurses 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:
    - (1) 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;
    - (2) 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;

- (3) 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.

Provided that:

- (A) An Employee who has worked an average of 24 hours per week or less, or three shifts or less per week, in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding Pay Level (if any), within the grade or sub-grade in which the Employee is employed; and
  - (B) 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.
- (v) Uniform - such apparel as may be required by the employer.
- (m) Enrolled Nurse Definitions
- (i) Allowance rate or 'base rate' shall mean the ordinary weekly rate of pay for an Enrolled Nurse Pay Point 1 classification.
  - (ii) Experience means such work in any workplace in the last five years, excluding any leave periods prescribed under this Agreement.
  - (iii) A year of experience means experience (as defined) gained from working an average of 24 hours or more per week or less or 3 shifts or less per week in a year. If the Employee averages less than 24 hours per week the Employee will need to complete an additional year to advance. Where in this Agreement there is a reference to a number of years' experience greater than one then each such year of experience must be calculated by reference to the definition of one year of experience to determine whether an Employee has attained the requisite number of years of experience.
  - (iv) Experience to be recognised on appointment is the same as for Registered Nurses above.
- (n) Home Care Definitions
- (i) Home Care Employee means an Employee, other than a registered and enrolled nurse, engaged in the provision of personal care, domestic assistance, respite, transport, home maintenance or home cleaning to an aged person or a person with a disability in a private residence.
  - (ii) Progression
    - (1) The Employee has at the end of each 12 months' continuous employment, an Employee will be eligible for progression from one pay point to the next within a level if the Employee has demonstrated competency and satisfactory performance over a minimum period of 12 months at each level within the level and:
    - (2) the Employee has successfully completed all required training; or
    - (3) where an employer has adopted a staff development and performance appraisal scheme and has determined that the Employee has demonstrated satisfactory performance for the prior 12 months' employment.

Movement to a higher classification will only occur by way of promotion or re-classification.

(iii) Allowance Rate

The base rate or ordinary rate for Home Care Employees will be Home Care Employee Level 2 Pay Point 1.

(iv) Shift Definitions

Afternoon shift means any shift which finishes after 8pm or commences at or before 12 midnight Monday to Friday.

Night shift means any shift which finishes after 12 midnight or commences before 6am Monday to Friday.

10. CONSULTATION REGARDING CHANGE

(a) This term applies if the Employer has made a definite decision to introduce a major change to production, program, organisation, structure, or technology in relation to its enterprise; and the change is likely to have a significant effect on Employees of the Employer.

(b) The Employer must consult the Employees to whom the agreement applies about:

(i) a major workplace change that is likely to have a significant effect on the Employees; or

(ii) a change to their regular roster or ordinary hours of work.

(c) The relevant Employees may appoint a representative which may be a representative from the ANMF or HWU for the purposes of the procedures in this term.

(d) If:

(i) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and

(ii) the Employee or Employees advise the employer of the identity of the representative;

the Employer must recognise the representative.

(e) As soon as practicable after making its decision, the Employer must

(i) discuss with the relevant Employees:

(1) the introduction of the change; and

(2) the effect the change is likely to have on the Employees; and

(3) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and

(ii) for the purposes of the discussion - provide, in writing, to the relevant Employees:

(1) all relevant information about the change including the nature of the change proposed; and

(2) information about the expected effects of the change on the Employees; and

(3) any other matters likely to affect the Employees.



- (iii) Notwithstanding (e)(i) and (ii), for a change to the Employees' regular roster or ordinary hours of work, the Employer is required to:
  - (1) to provide information to the Employees about the change; and
  - (2) to invite the Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities); and
  - (3) to consider any views given by the Employees about the impact of the change.
- (f) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.
- (g) The Employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.
- (h) If a term in the enterprise 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 subclauses (b), (c) and (e) are taken not to apply.
- (i) In this term, a major change is likely to have a significant effect on Employees if it results in the termination of the employment of Employees; or major change to the composition, operation or size of the employer's workforce or to the skills required of Employees; or the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or the alteration of hours of work, classification or remuneration; or the need to retrain Employees; or the need to relocate Employees to another workplace; or the restructuring of jobs.
- (j) In this term, relevant Employees mean the Employees who may be affected by the major change.

## 11. DISPUTE RESOLUTION PROCEDURE

- (a) In the event of a dispute in relation to a matter arising under this Agreement or the NES, in the first instance the parties will attempt to resolve the matter at the workplace by discussions between the Employee or Employees concerned and the relevant supervisor and, if such discussions do not resolve the dispute, by discussions between the Employee or Employees concerned and more senior levels of local management as appropriate.
- (b) A party to the dispute may appoint another person, organisation or association to accompany or represent them in relation to the dispute at any time.
- (c) If the grievance is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.
- (d) The above steps shall take place within seven days or such longer period as may be mutually agreed.
- (e) If a dispute in relation to a matter arising under the Agreement or the NES 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 ('the Commission') for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary, the Commission may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.

- (f) 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 Commission, up to the first hearing and then subject to any direction of the Commission. No party shall be prejudiced by the continuation of work. Health and safety matters are exempt from this clause.

## 12. WAGES

- (a) The Wages are set out at Appendix 1 of this Agreement.
- (b) Any further wage increase, other than that prescribed in Appendix 1, shall be at the discretion of the Employer, unless the rate of pay falls below the Modern Award (with reference to the transitional provisions), in such circumstances the rate of pay shall default to the minimum rate prescribed in accordance with the relevant Modern Award rate (with reference to the transitional provisions).
- (c) However, in accordance with clause 13 below and the illustrative example, the above wage increases will be applied to the applicable minimum rates of pay, which will include the increases required, in accordance with the Commonwealth Government's directions, that support the increase to wages arising from the Stage 3 Aged Care Work Value Case (ACWVC) Decision and the associated Nurses Work Value Case (Nurses WVC) (AM2024/11).
- (d) Specified allowances, as increased, are set out at Appendix 1 of this Agreement.
- (e) No Employee shall suffer any loss of 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. In accordance with section 206 of the Act, no Employee can be paid a base rate of pay less than the appropriate rate of pay in the relevant Award. Should the base rate of pay in the relevant Award equal or surpass the relevant base rate of pay in the Agreement, then an Employee will immediately receive a base rate of pay equal to the base rate of pay in the relevant Award.

## 13. STAGE 3 OF ACWVC MATTER

- (a) The parties acknowledge that as at the time of making this Agreement:
  - (i) the Stage 2 Decision of the Aged Care Work Value Case (**ACWVC**) (Matter Numbers: AM2020/99, AM2021/63 and AM2021/65) resulted in a 15% interim increase to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including Registered Nurses, Enrolled Nurses, Nursing Assistants, Personal Care Workers, Lifestyle and Head Chefs/Cooks that are the most senior chef or cook engaged in a facility) and that this increase has been implemented by the Employer and is reflected in the minimum rates at Appendix 1 of this Agreement;
  - (ii) the Stage 3 Decision of the ACWVC has awarded further increases to the minimum rates of pay under the Nurses Award, the Aged Care Award and SCHCADS Award for prescribed classifications (including, Nursing Assistants, Personal Care Workers, Lifestyle, Food Services Assistants, Cleaners, Laundry Hands and Indirect Care employees – **Stage 3**

**Classifications);**

- (iii) the Stage 3 Decision of the ACWVC found that Enrolled Nurses and Registered Nurses required increased rates to reflect work value and gender equity considerations but deferred a full decision on these matters to the outcome of the Nurses WVC;
  - (iv) the operative dates (including the possibility of phasing in) of the increases to the Stage 3 Classifications have not yet been determined; and
  - (v) the Australian Nursing and Midwifery Federation has made an application under section 158 of the Fair Work Act 2009 (Cth) to vary the Nurses Award with the Nurses WVC, to which the full outcome of the Stage 3 determination for Nurses has been deferred; and
  - (vi) the Commonwealth Government has committed to fully fund the increase for providers in the sector in relation to work value matters.
- (b) In terms of next steps, the parties understand that:
- (i) following receipt of submissions from the parties to the ACWVC, including the Commonwealth Government, the Fair Work Commission will hand down a further decision and subsequent Award Determinations under Stage 3 that provide the operative dates of the increases to the minimum rates of pay in the Nurses Award, the Aged Care Award and SCHCADS Award for the Stage 3 Classifications;
  - (ii) the Commonwealth Government will publish guidance / directions to providers about how increased funding must be applied by providers in order to give effect to the Stage 3 Decision; and
  - (iii) the Commission will determine the Nurses WVC which may provide further increases to rates of pay for Nurses in the Nurses Award.
- (c) Accordingly, the Employer:
- (i) will increase the applicable minimum rates under this Agreement for Stage 3 Classifications in accordance with the guidance / direction from the Commonwealth Government, including with respect to the operative timing of those increases; and
  - (ii) in doing so, will maintain the quantum and timing of the wage increases at clause 12 of this Agreement as they apply to the minimum rates, including as adjusted in accordance with subclause 13(c)(i).
  - (iii) *Illustrative example: If the minimum hourly rate is \$30 and the Agreement provides for a wage increase of 3% on 1 December 2024, but the Commonwealth Government's direction is to increase the applicable hourly rate by \$3 on 1 October 2024, then, as a term of this Agreement, the Employer will increase the hourly rate to \$33 on 1 October 2024 and then apply the 3% wage increase on 1 December 2024 to the hourly rate of \$33.*
- (d) When the Nurses WVC has been determined by the Commission, the Employer commits to:
- (i) increase the applicable minimum rates under this Agreement for Nurses in accordance with guidance / direction from the Commonwealth Government and where funded to do so;
  - (ii) maintain the quantum and timing of the wage increases at clause 12 of this Agreement as they apply to the minimum rates, including as adjusted in

accordance with clause subclause 13(d)(i); and

- (iii) promptly meet with the ANMF and HWU to discuss the implementation of the outcome.

14. PAYMENT OF WAGES

- (a) Employees shall be paid the weekly salaries as set out hereunder corresponding to that Employee's classification in accordance with Schedule 1.
- (b) Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- (c) Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- (d) When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by the Employer:
  - (i) the Employer must pay the Employee no later than 5 business days after the day on which the Employee's employment terminates:
    - (1) the Employee's wages owing for any complete or incomplete pay period up to the end of the day of termination; and
    - (2) all other amounts that are due to the Employee, including under this Agreement and the NES.

15. SUPERANNUATION

- (a) 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.
- (b) "The Fund" for the purpose of this Agreement shall mean:
  - (i) Health Employees Superannuation Trust of Australia ('HESTA') established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (ii) First State Super, established and governed by a trust deed, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto; or
  - (iii) The Employee's 'stapled' superannuation fund; or
  - (iv) Any other complying fund upon a request of the Employee and with the consent of the Employer.
- (c) Upon commencement of employment, the Employer shall provide each Employee with a membership form for their preferred fund and shall forward the completed membership forms for the Employee's choice of fund within 28 days. In the event that the Employee had not completed an application form within 28 days and does not have a 'stapled' superannuation fund, the Employer shall forward contributions and Employee details to First State.
- (d) In addition to the Employer's statutory contributions to the Fund, an Employee may

make additional contributions from their salary and, on receiving written authorisation from the Employee, the Employer must commence making contributions to the Fund in accordance with the *Superannuation Guarantee Charge Act 1992*.

- (e) Superannuation fund payments will be made in accordance with trust fund deeds.
- (f) Each Employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the Employee's membership application was forwarded to the Fund.
- (g) The Employer will contribute to the Fund, on behalf of each Employee, the prescribed statutory percentage of ordinary time earnings calculated to the nearest ten cents (any fraction below five cents shall be disregarded). Contributions will be made on behalf of each Employee regardless of the Employee's age.
- (h) 'Ordinary time earnings' are currently defined by the legislation and includes allowances for ordinary hours of work. Such allowances include those such as shift, qualification and leader allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.
- (i) 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.
- (j) Any dispute regarding superannuation contributions, including but not limited to the frequency of contribution, shall be addressed under the Dispute Resolution clause of this Agreement.

#### Voluntary Contributions

- (k) 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.
- (l) 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

- (m) An Employee may make an agreement with the Employer for salary sacrifice.

- (n) The Employee must specify an amount or a percentage of ordinary time earnings by which their salary is to be reduced ("the salary sacrifice").
- (o) The salary sacrifice will be deducted from the Employee's salary and contributed by the Employer to the Fund each month.
- (p) The Employer will continue to calculate the contributions required by the Superannuation clause and the *Superannuation Guarantee (Administration) Act 1992* on the basis of the Employee's ordinary time earnings before the salary sacrifice is deducted.
- (q) 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.
- (r) 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.
- (s) The Employee may revoke the salary sacrifice agreement or alter the amount to be deducted up to four times in each calendar year.
- (t) 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.

## 16. HOURS OF WORK

- (a) Hours for an Ordinary Weeks Work
  - (i) 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 and shall be worked either:
    - (1) in a week of five days of not more than eight ordinary hours per shift; or
    - (2) by mutual agreement in a week of four days of not more than 10 ordinary hours per shift: or
    - (3) by mutual agreement, provided that the length of any ordinary hours shall not exceed 10 hours per shift, or
    - (4) in 76 hours per fortnight to be worked as not more than 10 days of not more than eight ordinary hours per shift; or
    - (5) in 152 hours per four-week period to be worked as nineteen shifts each of eight ordinary hours.
  - (b) Provided that no Enrolled Nurse or Home Care Employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.
  - (c) Provided that an Enrolled Nurse or Home Care Employee who is rostered by the Employer 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.
  - (d) For the purposes of this clause the working week shall commence at midnight on a Sunday.

- (e) The shift lengths referred to in subclause (a) above are exclusive of meal breaks.
- (f) The ordinary hours of work for Employees working as Registered Nurses or Enrolled Nurses will be worked between 6.00am and 6.00pm Monday to Friday.
- (g) The ordinary hours of work for Employees working as Home Care Employees will be worked between 6.00am and 8.00pm Monday to Sunday.

#### 17. SLEEPOVERS

- (a) A sleepover means when an Employer requires an Enrolled Nurse or Home Care Employee to sleep overnight at premises where the client for whom the Employee is responsible is located (including respite care) and is not a 24-hour care shift pursuant to clause 17, or an excursion pursuant to clause 18.
- (b) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with space for a bed (the bed will be provided by either the client or the employer), use of appropriate facilities and free board for each night when the Employee sleeps over.
- (c) A sleepover allowance will be paid for each night an Employee is required to sleepover as follows:
  - (i) A Home Care Employee will be paid an allowance of 4.9% of the base rate of a Home Care Employee.
  - (ii) An Enrolled Nurse Employee will be paid an allowance of 4.9% of the base rate of an Enrolled Nurse Employee.
- (d) In the event of the Employee on sleepover being required to perform work during the sleepover period, the Employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked. Where such work exceeds one hour, payment will be made at the prescribed overtime rate for the duration of the work.
- (e) The employer may roster an Employee to perform work immediately before and/or immediately after the sleepover period but must roster the Employee or pay the Employee for at least four hours' work for at least one of these periods of work. The payment prescribed by subclause (c) will be in addition to the minimum payment prescribed by this subclause.

#### 18. 24 HOUR CARE

A 24-hour care shift requires an Enrolled Nurse or Home Care Employee to be available for duty in a client's home for a 24-hour period. During this period, the Employee is required to provide the client with the services specified in the care plan. The Employee is required to provide a total of no more than eight hours of care during this period.

- (a) The Employee will normally have the opportunity to sleep during a 24-hour care shift and, where appropriate, a bed in a private room will be provided for the Employee.
- (b) The Employee engaged will be paid eight hours work at 155% of their appropriate rate for each 24-hour period.

#### 19. EXCURSIONS

Where an Enrolled Nurse or Home Care Employee agrees to supervise clients in excursion

activities involving overnight stays from home, the following provisions will apply:

- (a) Monday to Friday excursions
  - (i) Payment at the ordinary rate of pay for time worked between the hours of 8.00 am to 6.00 pm Monday to Friday up to a maximum of 10 hours per day.
  - (ii) The Employer and Employee may agree to accrual of time instead of overtime payment for all other hours.
  - (iii) Payment of sleepover allowance in accordance with the provision of clause 17.
- (b) Weekend excursions

Where an Employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two-week cycle, including that weekend, will not exceed 10 days.

## 20. NOTIFICATION OF CLASSIFICATION

- (a) The Employer will notify each Employee in writing on commencement of their classification and terms of employment.
- (b) The Employer will notify each Employee of any alteration of their classification in writing no later than the operative day of such alteration.

## 21. FULL-TIME EMPLOYMENT

A full-time Employee is one who is employed and who is ready, willing and available to work a full week of 38 hours, or an average of 38 hours per week in a fortnight or four week period in accordance with clause 16(a)(i) at the times and during the hours as may be mutually agreed upon or in the absence of such agreement as prescribed by the employer.

## 22. PART-TIME EMPLOYMENT

- (a) A part-time Employee is one who is employed and who is ready, willing and available to work on a regular basis any number of hours up to but not exceeding an average 38 hours in any one week. Where the Employee is employed on a part-time basis, they shall be paid the appropriate ordinary hourly rate prescribed for the classification in which they are employed.
- (b) The provisions of this Agreement in respect to annual leave, personal leave and holidays shall apply on a pro rata basis to part-time Employees.
- (c) At the time of engagement, the Employer and:
  - (i) the part-time Nursing Employee will agree in writing on the minimum fortnightly hours to be worked by the Employee;
  - (ii) the part-time Home Care Employee will agree in writing on:
    - (1) the agreed minimum number of contracted hours to be worked per fortnight (**guaranteed hours**).
    - (2) the span of hours that the Employee may be rostered within a fortnight. The span of hours shall include which shifts the Employee may be rostered to work; and



- (3) the days of the week the Employee may be rostered to work within a fortnight.
  - (i) Any changes to the agreement in clause (ii), which may be temporary, ongoing or for a specified period of time, are to be by agreement and recorded in writing.
  - (ii) A part-time Home Care Employee may agree but will not be directed by the Employer, to work additional hours in excess of their guaranteed hours.
- (d) Part-time Employees will receive a minimum payment of two hours for each engagement for work.
- (e) Notwithstanding the overtime provisions prescribed at the Overtime Clause of the Agreement, a part-time Employee may agree to work in excess of their rostered ordinary hours at the ordinary time rate of pay, provided that all time worked by a part-time Employee which exceeds 8 or 10 ordinary hours if agreed per day, or 76 hours per fortnight, will be paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- (f) Part time review of hours
 

Where the Employee is regularly working more than their specified contract hours, they may request that their contracted hours are reviewed by their Manager. The Manager will formally respond to the request by the Employee stating the reasons if the request is not agreed to. The Manager will also take into account that the hours worked in the following circumstances will not be incorporated to any adjustment made:

  - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
  - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a client.
  - (iii) Any adjusted contracted hours resulting from a review by the employer should, however, be such as to readily reflect roster arrangements.

## 23. CASUAL EMPLOYMENT

- (a) The definition of a casual Employee is set out in the NES.
- (b) A casual Employee is one who is engaged in relieving work or work of a casual nature and whose engagement is terminable by an employer in accordance with the employer's requirements without the requirement of prior notice by either party.
- (c) A casual Employee is employed on an hourly basis. It is intended that casual employment will only be utilised 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.
- (d) An Employee engaged as a casual shall be paid for all time worked at an hourly rate calculated on the basis of 1/38<sup>th</sup> of the appropriate weekly rate of pay for the classification in which they are engaged, plus a casual loading of 25%.
- (e) A casual Employee will be paid applicable penalty rates, loadings and allowances

with respect to weekend, shift, public holiday and overtime work in accordance with the terms of this Agreement.

- (f) Casual Employees are paid a casual loading in compensation for not having entitlements under the NES and this Agreement to paid annual leave, paid personal leave, paid compassionate leave, payment for public holidays not worked, payment in lieu of notice of termination, and redundancy pay. A casual Employee is also not entitled to paid leave entitlements set out in this Agreement unless expressly provided otherwise.
- (g) The clauses of this Agreement pertaining to Annual leave, paid personal leave, Long service leave (Registered Nurses and Home Care Employees Only), and Termination of employment, shall not apply in the case of a casual Employee. A casual Registered Nurse and Home Care Employee will be eligible for long service leave in accordance with the *Long Service Leave Act 2018 (Vic)*.
- (h) A casual Employee will receive a minimum payment of two hours pay for each engagement.
- (i) Casual Conversion
  - (i) A casual employee may have a pathway to permanent employment by way of written notification in accordance with the NES.
  - (ii) A casual Employee may give the Employer written notification if the Employee (in summary):
    - (1) believes they no longer meet the definition of a casual employee (noting as per subclause (a) this is defined in the Act);
    - (2) is not in dispute with the Employer about their status as a casual Employee under the Act;
    - (3) has been employed by the Employer for a period of at least 6 months; and
    - (4) has not, in the last 6 months prior to the written notification being given, received a response from the Employer under s. 66AAC the Act not accepting a previous notification made under this section; or had a dispute with the Employer relating to the operation of Division 4A of Part 2-2 of the Act resolved under s. 66M or s.739 of the Act.
  - (iii) The Employer must give the Employee a written response to a written notification (given in accordance with the Act) within 21 days after the notification is given to the Employer. The information that must be included in the response, the obligation to consult with the Employee and the grounds for non-acceptance of the notification are set out in the Act.
  - (iv) Where the Employer accepts the notification, the Employee is taken to be a full-time or part-time employee (as the case may be) beginning on the day specified in the response (being the first day of the Employee's first full pay period that starts after the day the Employer response is given – unless the Employee and Employer agree to another day).

## 24. ROSTER OF HOURS

- (a) The Employer shall display on a roster of at least 14 days duration, in a place

conveniently accessible to Employees. Such roster will be displayed 14 days prior to the commencing date of the roster.

- (i) the ordinary hours of work for each Employee; and
  - (ii) each sleepover.
- (b) The roster and changes to the roster may be conveyed to Employees by alternate means such as telephone communication, direct contact, mail, email.
- (c) Subclause (a) shall not make it obligatory for the Employer to display any roster of ordinary hours of work for casual or relieving staff.
- (d) A roster may be altered with at least 7 days' notice, except in circumstances arising from a client's death, client's illness, client's hospitalisation or client's preference with respect to nurses or carer, or other like extenuating circumstances where the roster may be altered with 24 hours' notice.
- (i) Notwithstanding the notice requirement set out at (d) above, where an Employee is absent from duty on account of illness or emergency or a new client is engaged with an immediate service requirement, a roster may be altered at any time, without the need for 24 hours' notice, so as to enable the service of the Employer to be carried on.
- (e) Subclause (d) shall not apply where the only change to the roster of a part-time Employee is the mutually agreed addition of extra hours to be worked such that the part-time Employee still has four clear rostered days off in that fortnight, as the case may be.
- (f) Daylight Saving:
- 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). No overtime is payable for the additional hour worked because of daylight saving.

## 25. CLIENT CANCELLATION

- (a) Where a client cancels for reasons other than those outlined in subclause 25(b), permanent Employees shall be entitled to receive payment for their guaranteed minimum number of hours in that pay period. The employer may direct the employee to make-up time equivalent to the cancelled time, in that or the subsequent fortnightly period at a time that is reasonable to both the Employer and employee. This time may be made up working with other home care clients.
- (b) Where the Employer is unable to meet the guaranteed minimum number of hours of a permanent Employee for reasons associated with death, hospitalisation or other like extenuating circumstances, the following procedures shall be followed in the sequence provided:
- (i) Client services unallocated due to unplanned absences of staff will be reallocated to permanent part-time staff who are unable to meet guaranteed minimum hours in the current roster fortnight.
  - (ii) Work shall be re-allocated from casual Employees to the permanent Employee; or
  - (iii) Hours shall be reallocated from another Employee who is working hours

additional to their guaranteed minimum number of hours; or

- (iv) Where the Employee agrees, the Employee may have access to annual or long service leave.
- (c) Nothing in this clause shall prohibit the Employee and employer reaching agreement as to a period of authorised unpaid leave.
- (d) Unless unreasonable to do so, a part-time Employee must comply with (a) or accept (b)(i), (ii), (iii) or (iv) above or will not be paid the difference of unallocated hours.

## 26. BROKEN SHIFTS

- (a) A broken shift means a shift worked by an Employee that includes one or more breaks (other than a meal break) and where the span of hours is not more than 12 hours. Employees will be paid a minimum of two hours, at the appropriate rate, for each shift or period of work in a broken shift.
- (b) Broken shift with 1 unpaid break
  - (i) The Employer may roster the Employee to work a broken shift of 2 periods of work with 1 unpaid break (other than a meal break). Where an Employee works a broken shift in accordance with this clause, the Employee will be entitled to payment of a broken shift allowance of \$19.66 per shift.
- (c) Broken shift with 2 unpaid breaks
  - (i) Subject to the arrangements set out at clause 21 for part-time Employees, and otherwise as agreed by the Employer and an Employee, an Employee may be rostered to work broken shifts consisting of 3 periods of work with 2 unpaid breaks (other than meal breaks).

Where an Employee works a broken shift in accordance with this clause, the Employee will be entitled to payment of a broken shift allowance of \$26.00 per shift.
  - (ii) Each period of work in a broken shift, per clauses 26(b)(i) and 26(c)(i) above, will be no less than 2 hours.

Note: Remaining subject to the 2 hour minimum period of work, when determining the unpaid break(s) (other than a meal break) for the purposes of a broken shift, the longest break per (b)(i), or 2 longest breaks per (c)(i), between client appointments, will be deemed the unpaid break(s) unless rostered otherwise by the Employer.
  - (iii) Payment for a broken shift will be at the Ordinary Rate with weekend, overtime and public holiday penalty rates to be paid in accordance with the respective clauses set out in the Agreement.
  - (iv) The application of shift or public holiday penalties are only payable in respect of the periods of work in a broken shift that satisfy the definitions of afternoon, night or a public holiday in accordance with clauses 9(n)(iv) and 34 of the Agreement. Provided that the night shift penalty set out at clause 46(b)(ii) is not payable for work performed on a night shift that commences before 6.00am and is not continuous with a sleepover portion.
  - (v) The span of hours for a broken shift is up to 12 hours. All ordinary hours performed outside a span of 12 hours will be paid at 200% or, at the rate of 250% on a public holiday.

- (vi) An Employee will receive a minimum break of 10 hours between broken shifts rostered on successive days.

## 27. SATURDAY AND SUNDAY WORK

- (a) Registered Nurses and Enrolled Nurses whose ordinary hours of work include work on a Saturday and Sunday will be paid for ordinary hours worked:
  - (i) between midnight on Friday and midnight on Saturday at the rate of time and a half (150%); and
  - (ii) between midnight on Saturday and midnight on Sunday at the rate of time and three quarters (175%).
- (b) Home Care Employees whose ordinary hours of work include work on a Saturday and Sunday will be paid for ordinary hours worked:
  - (i) between midnight on Friday and midnight on Saturday at the rate of time and a half (150%); and
  - (ii) between midnight on Saturday and midnight on Sunday at the rate of double time (200%).
- (c) Casual Employees
  - (i) A casual Employee working as a Registered Nurse or an Enrolled Nurse whose ordinary hours of work include work on a Saturday and Sunday will be paid for ordinary hours worked:
    - (1) between midnight on Friday and midnight on Saturday at the rate of time and three quarters (175%). This rate is inclusive of the casual loading.
    - (2) between midnight on Saturday and midnight on Sunday at the rate of 205%. This rate is inclusive of the casual loading.
  - (ii) A casual Employee working as a Home Care Employee whose ordinary hours of work include work on a Saturday and Sunday will be paid for ordinary hours worked:
    - (1) between midnight on Friday and midnight on Saturday at the rate of time and three quarters (175%). This rate is inclusive of the casual loading.
    - (2) between midnight on Saturday and midnight on Sunday at the rate of double time (225%). This rate is inclusive of the casual loading.
  - (iii) These penalty rates will be in substitution for and not cumulative upon the shift allowances prescribed in clause 45 or public holiday penalty rates, and are not applicable to overtime hours worked on a Saturday or a Sunday.

## 28. DAY OFF IN EACH WEEK

- (a) All Employees shall receive at least one clear day off in each week in the case of day-shift Employees and one clear night off in each week in the case of night-shift Employees.
- (b) Provided that during any working period not exceeding three consecutive weeks, the day or night off may, with the approval of the Manager (however titled) 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.

29. MEAL AND REST BREAKS

- (a) Employees for shifts greater than five hours, shall be granted an unpaid meal interval of 30 minutes. The meal interval is to be taken no earlier than two hours and no later than six hours after commencing the day's shift. Employees are entitled to leave the area for such breaks.
- (b) Where an Employee is required by the employer to have a meal with a client or clients as part of the normal work routine or client program, they will be paid for the duration of the meal period at the ordinary rate of pay, and clause (a) does not apply. This paid meal period is to be counted as time worked.
- (c) Where an Employee is unable to take their meal break due to not being relieved of their responsibility for that period of a meal break, excepting circumstances set out at subclause (b) and the Employee has notified the employer and the employer has not made arrangements to enable the meal break to be taken, the mealtime is to be paid at the Employee's ordinary rate of pay in accordance with this Agreement.
- (d) Employees shall be entitled to one paid ten-minute rest interval per four hours worked.
- (e) Where an Employee's meal break is interrupted due to Royal Freemasons requesting the Employee to either work through part or all of their meal break, or has rostered the Employee in such a way so as to be unable to take all or part of their meal break, the Employee will be paid for the entirety of the break (regardless as to whether part or all of the break is interrupted). Employees can only be paid in circumstances where they have advised Royal Freemasons ahead of time that they are being required to work through a meal break or rostered in a manner that does not allow for a meal break and Royal Freemasons have been unable to ensure the Employee has access to the applicable time for the break.

30. OVERTIME

- (a) The Employer may require any Employee to work reasonable overtime at the appropriate overtime rate. When overtime work is necessary it shall wherever reasonably practicable, be so arranged that Employees have at least ten consecutive hours off duty between the work of successive shifts.
- (b) Only authorised overtime shall be paid for and the following rates of overtime shall apply:
  - (i) In excess of the number of ordinary hours, normally worked on that shift (8 or 10 ordinary hours), 38 hours in a week, 76 hours in a fortnight or 152 hours per four week period for full time and part time Employees:
    - (1) Monday to Saturday: time and a half (150%) for the first two hours and double time (200%) thereafter.
    - (2) Sunday: double time (200%) for all hours worked.
    - (3) Public Holidays: double time and a half (250%) for all hours worked.
  - (ii) In excess of the number of ordinary hours, normally worked on a shift, 38 hours in a week, 76 hours in a fortnight for casual Employees:
    - (1) Monday to Saturday: time and three quarters (175%) for the first two

hours and double time and a quarter (225%) thereafter.

- (2) Sunday: double time and a quarter (225%) for all hours worked.
- (3) Public Holidays: double time and three quarters (275%) for all hours worked.

The overtime rates prescribed in subclause (ii) above are inclusive of the casual loading.

- (iii) Overtime rates under this clause will be in substitution for and not cumulative upon weekend penalty rates and shift allowances prescribed in clauses 26 and 45.
  - (iv) For Enrolled Nurses and Home Care Employees, as overtime 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.
  - (v) For Enrolled Nurses and Home Care Employees, outside a spread of nine hours from the time of commencing work by an Employee rostered to work broken shifts - time and one half and outside a spread of twelve hours from the time of commencing work - double time.
- (c) A full time or part time Employee may elect, with the consent of the Employer, to take time off in lieu of payment for overtime at a time or times agreed with the Employer.
- (i) Overtime taken as time off during ordinary time hours shall be taken at the penalty time rate.
  - (ii) An employer shall provide payment at the appropriate overtime rate as specified in subclause (b)(i) to (b)(iii) where time off in lieu has not been taken within four weeks of accrual.
  - (iii) For the purposes of this Clause, in accruing or calculating payment of overtime, each period of overtime shall stand alone.
- (d) Rest period after overtime
- (i) When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that Employees have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
  - (ii) An Employee other than a casual Employee who works so much overtime between the termination of their last previous rostered ordinary hours of duty and the commencement of their next succeeding rostered period of duty that they would not have at least ten consecutive hours off duty between those times, shall be released after completion of such overtime worked until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.
  - (iii) If on the instructions of the Employer such an Employee resumes or continues work without having had such ten consecutive hours off duty the Employee shall be paid at the rate of double time until they are released from duty for such rest period and the Employee shall then be entitled to be absent until they have had ten consecutive hours off duty without loss of pay for rostered ordinary hours occurring during such absence.

### 31. PARENTAL LEAVE

- (a) Employees are entitled to parental leave in accordance with the provisions of the *Fair Work Act 2009*, as amended from time to time.
- (b) Permanent Employees eligible for parental leave in accordance with subclause (a) shall be entitled to the following paid parental leave:
  - (i) Four weeks' paid maternity, adoption leave, and one weeks' paid partner leave shall be given to any permanent Employee who qualifies for maternity and adoption leave and partner leave under the provisions of the Agreement. This paid leave is in addition to any amount payable under the Commonwealth scheme.
- (c) In accordance with the provisions of section 73 of the Act, a female Employee shall be entitled to work during the 6 week period before the estimated date of birth of the child, provided that if requested by the DON or nominee, the Employee shall provide a statement from her medical practitioner or midwife to the effect that continuing employment until the date of birth is not a risk to the Employee or the unborn child.
- (d) The Employee may take all accrued annual leave prior to a return to work from maternity, adoption leave and partner leave.
- (e) Right to request
  - (i) An Employee entitled to parental leave pursuant to the provisions of this clause may request the Employer to allow the Employee:
    - (1) to extend the 52 weeks of unpaid parental leave by a further continuous period of leave not exceeding 12 months;
    - (2) to return from a period of parental leave on a part-time basis until the child reaches school age;to assist the Employee in reconciling work and parental responsibilities.
  - (ii) The employer shall consider the request having regard to the Employee's circumstances and, provided the request is genuinely based on the Employee's parental responsibilities, may only refuse the request on reasonable business grounds related to the effect of the workplace or the employer's business. Such grounds might include being too costly, no capacity to change working arrangements of other Employees, likely to result in a significant loss in efficiency or productivity and would likely have a significant negative impact on customer service.
  - (iii) The Employee's request and the employer's decision made under (e) and (f) must be recorded in writing.
- (f) Request to return to work part-time
  - (i) Where an Employee wishes to make a request under subclause (e)(ii), such a request must be made as soon as possible but no less than seven weeks prior to the date upon which the Employee is due to return to work from parental leave.
- (g) Personal illness and Special Maternity Leave
  - (i) An Employee who gives birth to a stillborn child (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, will be entitled to the full amount of any



paid parental leave provided by this Agreement. In either of these circumstances, paid partner leave/primary carer leave will also apply.

- (ii) 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:
  - (1) 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
  - (2) 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 sub-clause (b)(i), and thereafter, to unpaid special maternity leave.
- (iii) If an Employee takes leave for a reason outlined in sub-paragraphs (i) and (ii), the Employer may require the Employee to provide evidence that would satisfy a reasonable person or a certificate from a registered medical practitioner.
- (iv) 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 they are 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 under clause (a).
- (v) For all purposes of this Agreement, maternity leave shall include special maternity leave and Pregnancy Related Sick Leave.

## 32. ANNUAL LEAVE

- (a) Employee's (excluding casual Employees) entitlement to leave
  - (i) Registered Nurses shall be entitled to 5 weeks annual leave at the base ordinary rate of pay in respect to 12 months continuous service.
  - (ii) Enrolled Nurses, Aged Care and Home Care Employees shall be entitled to 4 weeks annual leave at the base ordinary rate of pay in respect to 12 months continuous service.
- (b) Weekend work

For the purposes of the additional weeks' annual leave provided by the NES for shift workers, the following shall apply:

- (i) A full-time Registered Nurse who is required to work and worked ordinary hours (as prescribed under Clause 14 - Hours of Work) on weekdays and on weekends. A full-time registered nurse so engaged for part a year shall have the leave prescribed in subclause (a) increased by half a day for each month during which engaged as aforesaid.
- (ii) An Enrolled Nurse who during the period in respect of which their annual leave accrues is rostered as part of their ordinary duties on ten or more weekends for four hours or more, shall be entitled to one week's (seven

consecutive days) annual leave in addition to the leave prescribed in this clause.

(iii) A Home Care Employee who during the period in respect of which their annual leave accrues is:

- (1) regularly rostered to work their ordinary hours outside the hours of 6am to 6pm, Monday to Friday (inclusive); and / or
- (2) required to work for more than four ordinary hours on 10 or more weekends; or
- (3) who works at least eight 24-hour care shifts in respect of Clause 18

shall be entitled to one week's (seven consecutive days) annual leave in addition to the leave prescribed in this clause.

(c) Such annual leave accrues progressively during a year of service according to the Employee's ordinary hours of work and accumulates from year to year.

(d) Public holidays occurring during annual leave if the period during which an Employee takes paid annual leave includes a day or part day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

(e) Effect of termination on annual leave

If, when the employment of an Employee ends, the Employee has a period of untaken paid annual leave, the Employer must pay the Employee the amount that would have been payable to the Employee had the Employee taken that period of leave and shall include leave loading.

(f) Taking of leave

(i) An Employee must provide the Employer with four weeks' notice of the date from which the Employee proposes to commence their annual leave, unless otherwise mutually agreed upon between the parties concerned.

(ii) Paid annual leave may be taken for a period agreed between an Employee and the Employer, provided that the Employee complies with the Employer's notification and approval requirements. The Employer will not unreasonably refuse to agree to a request by the Employee to take paid annual leave. 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 6 months and does not have a leave period planned / approved by the Employer. Notwithstanding the provisions of this subclause, the Employer may direct an Employee to take a period of annual leave in accordance with subclause (iii).

(iii) The Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave unless they have accrued in excess of 150% of their annual entitlement to annual leave (defined as 'excessive annual leave'). Provided further, that any such direction by the Employer for an Employee to take a period of annual leave must:

- (1) relate to a minimum period of leave of one week;
- (2) provide at least 8 weeks' notice; and

- (3) ensure the Employee maintains at least six weeks annual leave, unless agreed otherwise by the Employee.
- (iv) Enrolled Nurses Only
  - (1) The employer shall give each Employee at least seven days' notice of the date from which their annual holiday shall be taken.
  - (2) Annual leave may be taken by agreement between the Employer and Employee(s) in such number of periods as may be mutually agreed.
  - (3) If Employee and the employer so agree the annual holiday or either of such separate periods may be taken wholly or partly in advance before the Employee has become entitled to the annual holiday.
  - (4) An Employee with an accrued annual leave entitlement can apply for annual leave at any time (subject to any restrictions elsewhere in the Agreement) and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee cannot be directed to take such leave before the expiration of a period of 2 years after the date upon which the right to such annual leave accrues.
  - (5) For the sake of clarity, subclause 31(f) still applies.
- (g) Payment for leave
  - (i) Employees shall receive their ordinary pay during all periods of annual leave and shall be paid according to the regular pay periods during a period of leave. The Employee may elect to be paid in advance for the period of leave. Ordinary pay means remuneration for the Employees' normal weekly number of hours of work calculated at the ordinary time rate of pay.
  - (ii) In addition to the ordinary pay as prescribed in (g)(i) all Employees shall receive either:
    - (1) a loading of 17-1/2% calculated on the prescribed rate of salary:
      - (A) provided that for a Registered Nurse such loading shall be on a maximum of 152 hours in respect of any year of employment;
      - (B) provided further that an Employee whose weekly salary is in excess of \$857.20 shall receive in lieu of the 17-1/2% loading an amount of \$624.84 in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods,
    - or;
    - (2) in respect of each week of leave granted an amount comprising the following:
      - (A) all payments for ordinary hours of work;
      - (B) shift work premiums according to roster or projected roster;
      - (C) Saturday, Sunday premiums according to roster or projected roster;
      - (D) in-charge allowances;
      - (E) allowances prescribed in the uniform and laundry allowance

clause of this Agreement;  
whichever is the higher.

(h) Pay in lieu of an amount of annual leave

Upon receipt of a written request by an Employee, the Employer may authorise the Employee to receive pay in lieu of an amount of annual leave.

- (i) Paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
- (ii) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employee must be paid at least the full amount that would have been payable to the Employee had the Employee taken the leave that the Employee has forgone.
- (iii) Where an Employee forgoes an entitlement to take an amount of annual leave, the Employer will give the Employee the amount of pay that the Employee is entitled to receive in lieu of the amount of annual leave, plus leave loading that would otherwise have been payable within two weeks of the request being made.
- (iv) Superannuation guarantee contributions will be paid in relation to the amount of annual leave and annual leave loading for which payment is received in lieu.

33. PURCHASED LEAVE

- (a) An Employee may, if mutually agreed with the Employer, purchase up to four (4) weeks additional paid leave in a twelve-month period (Purchased Leave). The Employer may grant Purchased Leave, subject to operational requirements.
- (b) The Purchased Leave is purchased by the Employee through authorised salary deductions made over the corresponding twelve-month period. The amount deducted will correspond with the amount of Purchased Leave.
- (c) Purchased Leave must be used in the twelve-month period in which it is purchased by the Employee.
- (d) An Employee may not alter a Purchased Leave arrangement within the period referred to at clause (b), except by agreement with the Employer.
- (e) Where an Employee ceases a Purchased Leave arrangement in accordance with Clause (d) or terminates prior to the conclusion of the 12 month Purchased Leave period, the Employer will refund any salary deducted in respect of any unused Purchased Leave. Where the Employee's employment terminates and the amount of Purchased Leave taken exceeds the amount deducted, the Employer may deduct a sum equal to the negative balance from any remuneration payable to the Employee upon termination of employment.

34. PUBLIC HOLIDAYS

- (a) If an Employee (excluding a casual Employee) is absent from their employment on a day or part-day that is a public holiday, the Employer must pay the Employee at the Employee's ordinary rate of pay for the Employee's ordinary hours of work on the day or part-day. For clarity, if an Employee does not have ordinary hours of work

on that day or part day public holiday the Employee is not entitled to payment.

- (b) Employees (excluding a casual Employee) shall be entitled to holidays on the following days:
  - (i) New Year's Day, Good Friday, Easter Saturday, Easter Monday, Christmas Day and Boxing Day; and
  - (ii) The following days, as prescribed in the relevant States and localities: Australia Day, Anzac Day, King's Birthday, Friday before AFL Grand Final and Labour Day; and
  - (iii) Melbourne Cup Day, or in lieu of Melbourne Cup Day, some other day as determined for a particular locality.
- (c) Holidays in lieu (Full time Monday to Friday Employees and/or part-time Employees engaged to work in wards/units or services (however styled) that operate only on a Monday to Friday basis)
  - (i) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December.
  - (ii) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December.
  - (iii) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- (d) All other Employees, including casuals:
  - (i) Christmas Day shall be observed on 25 December
  - (ii) Boxing Day shall be observed on 26 December
  - (iii) New Year's Day shall be observed on 1 January
  - (iv) When Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.

For the avoidance of doubt, non-Monday to Friday workers, working on the actual public holiday will be paid penalty rates in accordance with the provisions of this agreement. Those who work on a substitute day will be paid at ordinary rates.

- (e) Where in a State or locality, public holidays are declared or prescribed on days other than those set out in (a) and (b) above, those days shall constitute additional holidays for the purpose of this Agreement 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 prescribed, as opposed to a holiday in lieu or a substitute day, 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.
- (f) Any Registered Nurse who is required to be on duty on a day referred to above shall be allowed another half day off in lieu thereof and shall receive an additional ordinary day's pay or shall be entitled to be paid double time and a half (250%) for the time worked.

An Enrolled Nurse or Home Care Employee (excluding a casual) who works on a day referred to above shall be entitled to be paid double time and a half (250%) for the time worked.

The rate applicable to a casual Registered Nurse, Enrolled Nurse or Home Care Employee for all work done on a public holiday shall be 275% of the ordinary rate of

pay, inclusive of the casual loading.

In respect of Easter Saturday, an Enrolled Nurse or Home 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/her annual leave.

- (g) Public holidays occurring on rostered days off (Full-time Employees only)
  - (i) Any Registered Nurse shall receive a sum equal to a days' ordinary pay for public holidays that occur on their rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday-Friday Employees.
  - (ii) If such a day falls on an Enrolled Nurse or Home 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.
- (h) Public holidays occurring during annual leave
  - (i) If the period during which an Employee takes paid annual leave includes a day or part-day that is a public holiday in the place where the Employee is based for work purposes, the Employee is taken not to be on paid annual leave on that public holiday.

### 35. PERSONAL/CARERS LEAVE

The provisions of this clause apply to full-time and regular part-time employees (on a pro-rata basis) but do not apply to casual employees (excepting unpaid carers leave at subclause (d)(i)).

- (a) Definitions
  - (i) The term immediate family is defined at clause 9 of this agreement.
  - (ii) The term allowable period of absence means five weeks in addition to the total period of paid annual, long service or personal leave which the employee actually receives on termination or for which they are paid in lieu.
- (b) Access to paid personal leave
  - (i) Paid personal leave is available to an Employee, when they are absent:
    - (1) due to personal illness *or* injury; *or*
    - (2) for the purposes of caring or supporting an immediate family or household member who requires the Employee's care or support because of a personal illness, or injury, of the member; or who requires care or support due to an unexpected emergency.
  - (ii) 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:
    - (1) Amount of paid personal leave
      - (A) An employee is entitled to the following amount of paid personal leave:

- (B) up to 7 hours and 36 minutes, for each month of service in the first year of service;
  - (C) up to 106 hours and 24 minutes, in each year in the second, third and fourth years of service;
  - (D) up to 159 hours and 36 minutes, in the fifth and following years of service.
- (iii) In respect of part-time Employees, the entitlement shall be on a pro rata basis of time worked.
- (c) Accrual of Personal Leave
  - (i) The balance of Personal Leave entitlements which have not been taken in any year, shall be cumulative from year to year.
  - (ii) To the extent that this agreement provides for part days, notice, certification, existing caps on accumulation and pro rata accruals of sick leave the provisions shall apply to this clause.
  - (iii) Home Care Employees only
 

Where the one-day absences referred to in subclause are not taken for a period of five years, an additional 38 hours sick leave shall be added to the Employee's accrued entitlement.
  - (iv) Provided that in respect of any period of absence from employment between engagement with one employer and another re-engagement with the same employer, continuity of employment shall be deemed to be unbroken provided such period of absence does not exceed five weeks in addition to the total period of annual leave, long service leave and or personal leave which the Home Care Employee actually receives on termination or for which they are paid in lieu.
- (d) Personal leave to care for an immediate family or household member
  - (i) An Employee is entitled to use, in accordance with this sub clause, any paid personal leave including accrued leave, each year to care for members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken in accordance with this clause is to be deducted from the amount of personal leave provided in this clause. Employees (including casuals) are also entitled to a period of up to two days unpaid carer's leave for each occasion. An Employee cannot take unpaid carer's leave during a particular period if the Employee could instead take paid personal/carer's leave.
  - (ii) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to care for or support members of their immediate family or household who are ill or injured and require care or support or who require care or support due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days per occasion, provided the evidentiary requirements are met.
  - (iii) The entitlement to use personal leave is subject to the Employee being responsible for the care or support of the person concerned.

- (iv) The Employee must, if required by the employer, establish by production of a medical certificate or statutory declaration, the illness or injury of the person concerned, and that the illness or injury is such as to require care or support by another.
- (v) In normal circumstances an Employee must not take carer's leave under this clause where another person has taken leave to care for the same person.
- (vi) The Employee must, where practicable, give the Employer:
  - (1) notice prior to the absence of the intention to take leave;
  - (2) the name of the person requiring care and their relationship to the employee;
  - (3) the reasons for taking such leave; and
  - (4) the estimated length of absence.
- (e) 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.
- (f) Evidence supporting claim
  - (i) In the event of an Employee becoming ill or injured and certified as such by:
    - (1) a registered health practitioner
    - (2) they shall be entitled to personal leave on full pay. Provided that any Employee may be absent through illness or injury for one day without furnishing evidence of such illness or injury, on not more than three occasions in any one year of service.
  - (ii) Employees are required to take all reasonable steps to advise their Employer of their absence from duty as near as practicable to two hours before the time they are rostered to commence duty on the day of such absence. In the case of Employees rostered for duty prior to 11.00 a.m. on the day of such absence, the requisite notification shall be one and a half hours before the time rostered to commence duty on the day of such absence.
  - (iii) Provided that, where it is not reasonably practicable to inform the Employer within the times specified in the preceding subclause, Employees shall inform their employer as soon as practicable thereafter and in the case of an Enrolled Nurse or Home Care employee, as near as practicable to, but no later than one hour after their normal commencement time or in the case of shifts commencing prior to 7.00 a.m., one hour before the commencement of the shift.
  - (iv) Payment of sick leave shall not be withheld by an Employer until all reasonable steps have been taken to investigate the employee's lack of advice regarding their absence from duty. Such an investigation must provide the employee with an opportunity to give reasons as to why notification was not given.
  - (v) The Employer shall provide and inform employees of a procedure for notification by employees of their inability to attend work due to illness or injury. All such notifications shall be registered, detailing the time of notification and the name of the employee.
  - (vi) When taking leave to care for or support members of their immediate family



or household who require 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.

(g) Termination of Employment while on Personal Leave

No employer shall terminate the services of an employee during the currency of any period of personal leave, with the object of avoiding obligations under this subclause.

(h) Carer's leave for those other than immediate family or household

The Employer may, in its discretion, grant paid carer's leave to employees 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'. Leave taken pursuant to this clause shall be subject to the notice and evidence requirements for personal/carer's leave.

36. COMPASSIONATE LEAVE

(a) An Employee is entitled to 2 days of compassionate leave for each occasion (a *permissible occasion*) when:

(i) a member of the Employee's immediate family, or a member of the Employee's household:

- (1) contracts or develops a personal illness that poses a serious threat to their life; or
- (2) sustains a personal injury that poses a serious threat to their life; or
- (3) dies.

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

(iii) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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

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

(ii) after the death of the member of the Employee's immediate family or household, or the stillbirth of the child referred to in subclause (a); or

(iii) after the Employee, or the Employee's spouse or de facto partner, has a miscarriage referred to in subclause (a).

(c) An Employee may take compassionate leave for a particular permissible occasion as a single continuous 2-day period; or 2 separate periods of 1 day each; or any separate periods to which the Employee and the employer agree.

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

- (e) If, in accordance with this Clause, an Employee, other than a casual Employee, takes a period of compassionate leave, the employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period. For casual Employees, compassionate leave is unpaid leave.
- (f) If required by the Employer, proof of such death or serious illness or injury shall be provided by the Employee to the satisfaction of the Employer.

### 37. LONG SERVICE LEAVE

#### (a) Entitlement

- (i) Employees shall be entitled to long service leave as hereinafter provided.
- (ii) An Employee shall be entitled to long service leave with pay, in respect of continuous service with the Employer in accordance with the provisions of this Clause.
- (iii) An Employee shall have the following entitlement to long service leave:
  - (1) On the completion by the Employee of fifteen years continuous service - six months long service leave and thereafter an additional two months long service leave on the completion of each additional five years' service.
  - (2) In addition, in the case of an Employee who has completed more than fifteen years' service and whose employment is terminated otherwise than by the death of the Employee, an amount of long service leave equal to 1/30th of the period of their service since the last accrual of entitlement to long service leave under (a)(iii)(A).
  - (3) In the case of an Employee who has completed at least ten years' service, but less than fifteen years' service and whose employment is terminated for any cause other than serious and wilful misconduct, such amount of long service leave as equals 1/30th the period of service.
  - (4) In the case of an Employee who has completed at least ten years' service, but less than fifteen years' service, the Employee may take pro rata long service leave. The time such leave is taken shall be by agreement between the Employee and the Employer having regard for the Employer's operational requirements, save that such agreement shall not be unreasonably withheld. In the event of any dispute over the timing of such leave the dispute resolution procedure of this Agreement shall apply.
  - (5) Taking pro-rata Long Service Leave after at least 7 years, will be according to State based legislation.

#### (b) Service entitling to leave

- (i) Subject to this subclause service shall also include all periods during which an Employee was serving in His Majesty's Forces or was made available by the employer for National Duty.
- (ii) Where a business is transferred from one employer (the old employer) to another employer (the new employer) an Employee who worked with the old employer and who continues in the service of the new employer shall be entitled to count her/his service with the old employer as service with the new

employer for the purposes of this clause.

- (iii) For the purposes of this Clause service shall be deemed to be continuous notwithstanding:
- (1) the taking of any annual leave or long service leave; or other paid leave approved in writing by the employer and not covered by subclause (b)(iii)(2) to (b)(iii)(4).
  - (2) any absence from work of not more than fourteen days in any one year on account of illness or injury or if applicable such longer period as provided in the Personal Leave clause of this Agreement;
  - (3) any interruption or ending of the employment by the employer if the interruption or ending is made with the intention of avoiding obligations in respect of long service leave or annual leave;
  - (4) any absence on account of injury arising out of or in the course of the employment of the Employee for a period during which payment is made under the Accident pay clause of this Agreement.
  - (5) any unpaid leave of absence of the Employee where the absence is authorised in advance in writing by the Employer to be counted as service;
  - (6) any interruption arising directly or indirectly from an industrial dispute;
  - (7) 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;
  - (8) the dismissal of an Employee, but only if the Employee is re-employed within a period not exceeding two months after the dismissal;
  - (9) any absence from work of an Employee from work for a period not exceeding twelve months or longer as agreed under the parental leave clause of this Agreement in respect of any pregnancy or adoption;
  - (10) in the case of a Registered Nurse, any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing where the written approval of the Employer is given;
  - (11) any other absence of an Employee by leave of the Employer, or on account of injury arising out of or in the course of their employment not covered by (b)(iii)(4) of this subclause.
  - (12) In calculating the period of continuous service of any Employee, any interruption or absence of a kind mentioned in (b)(iii)(1) to (b)(iii)(5) shall be counted as part of the period of their service, but any interruption or absence of a kind mentioned in (b)(iii)(6) to (b)(iii)(11) shall not be counted as part of the period of service unless it is so authorised in writing by the employer.
  - (13) 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. A Certificate in the following form shall constitute

acceptable proof.

Certificate of Service

(Name of Institution)

(Date)

This is to certify that ..... (Name of Employee)  
has been employed by this Institution/Society/Board for a period of  
..... (Years/Months/etc.)  
from..... to.....

Specify hereunder full details of paid or unpaid leave or  
absences including periods represented by payment made in  
lieu of leave on termination:

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Specify hereunder full details of Long Service Leave  
granted during service or on termination:

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Position held:

Classification Held:

Signed: \_\_\_\_\_

(Stamp of Institution):

- (14) The employer shall keep or cause to be kept a long service record for each Employee, containing particulars of service, leave taken and payments made.
- (c) Payment in lieu of on the death of an Employee  
Where an Employee who has completed at least ten years' service dies while still in the employment of the employer, the Employer shall pay to such Employee's personal representative a sum equal to the pay of such Employee for 1/30th 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.
- (d) Payment for period of leave
- (i) Payment to an Employee in respect of long service leave shall be made in one of the following ways:
- (1) in full in advance when the Employee commences their leave; or
  - (2) at the same time as payment would have been made if the Employee had remained on duty; in which case payment shall, if the Employee in writing so requires, be made by cheque posted to a specified address; or
  - (3) in any other way agreed between the Employer and the Employee.
- (ii) Where the employment of an Employee is for any reason terminated before the Employee takes any long service leave to which they are entitled or where any long service leave accrues to an Employee pursuant to (a)(iii)(2)

hereof the Employee shall subject to the provisions of (d)(iii) be entitled to pay in respect of such leave as at the date of termination of employment.

- (iii) Where any long service leave accrues to an Employee pursuant (a)(i) hereof the Employee shall be entitled to pay in respect of such leave as at the date of termination of employment.
  - (iv) 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.
- (e) Taking of leave
- (i) When an Employee becomes entitled to long service leave such leave shall be granted by the employer within six months from the date of the entitlement, but the taking of such leave may be postponed to such a date as is mutually agreed or in default of agreement as is determined by a member of the Fair Work Commission, provided that no such determination shall require leave to commence before the expiry of six months from the date of determination.
  - (ii) Any long service leave shall be inclusive of any public holiday or accrued day off occurring during the period when leave is taken.
  - (iii) If the Employer and an Employee so agree:
    - (1) the first six months long service leave to which an Employee becomes entitled under this Agreement may be taken in two or three separate periods; and
    - (2) any subsequent period of long service leave to which the Employee becomes entitled may be taken in two separate periods but save as aforesaid long service leave shall be taken in one period.
- (f) Leave allowed before due date
- (i) 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 ten years' service. Such a request for taking of leave before the due date shall not be unreasonably refused, taking into account operational requirements and already scheduled leave.
  - (ii) Where the Employee of an Employer 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 worker upon termination, deduct and withhold an amount equivalent to the amount paid to the Employee in respect of the leave in advance.
- (g) Definitions
- (i) For the purposes of this Clause the following definitions apply:
    - (1) "Pay" means remuneration for an Employee's normal weekly hours of work calculated at the Employee's ordinary time rate of pay provided in Appendix 1 hereof at the time the leave is taken or (if the Employee dies before the completion of leave so taken) as at the time of their death; and shall include the amount of any increase to the Employee's

ordinary time rate of pay which occurred during the period of leave as from the date such increase operates.

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

- (h) Requests for alterations to payment and quantum of leave
- (i) 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.
  - (ii) Applications under this clause shall be at the initiative of the Employee and shall be in writing.
  - (iii) 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.
  - (iv) 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 sub-clause (h). The Employer shall not be responsible for the decision made by the Employee as a result of this information.
- (i) Transition to retirement
- (i) Notwithstanding the above, an Employee who is 60 years or older who plans to retire in the next 24 months and who wishes to reduce their contracted hours, can apply to preserve their accrued long service leave hours at the number of hours currently worked for a period of not greater than 24 months.
  - (ii) In the event the Employee decides not to retire within 24 months, all future long service leave taken or paid out beyond that 24 month period is paid at the number of hours being worked at the time leave is taken.

### 38. ACCIDENT PAY

Any reference to the *Workplace Injury Rehabilitation and Compensation Act 2013 (WIRC Act)* in this clause shall be deemed to include a reference to the *Accident Compensation Act 1985*

#### (a) Definitions

The words hereunder shall bear the respective definitions set out herein.

##### (i) Total Incapacity

Total incapacity In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the week in question and the total 38 hour weekly rate and weekly over Agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if they have been performing their normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(ii) Partial incapacity

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the WIRC Act and arising from an injury covered by this Clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under the WIRC Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Accident Compensation Conciliation Service (as it is currently known) or as agreed between the parties) and the total 38 hour weekly rate and weekly over-agreement payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

(1) The total 38-hour weekly agreement rate and weekly over-agreement payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to the WIRC Act such reduction will not increase the liability of the employer to increase the amount of accident pay in respect of that injury.

(2) For the purposes of the calculation of the total 38-hour weekly agreement rate and weekly over-agreement payment in (a)(i) and (a)(ii) payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

(iii) Payment for part of a week

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

(iv) Injury shall be given the same meaning and application as applying under the WIRC Act, as amended from time to time and no injury shall result in the application of accident pay unless an entitlement exists under the WIRC Act.

(b) Qualification for payment

Always subject to the terms of this clause, an Employee covered by this part shall upon receiving payment of compensation and continuing to receive such payment in respect of a weekly incapacity within the meaning of the WIRC Act be paid accident pay by her/his employer who is liable to pay compensation under the WIRC Act, which said liability by the employer for accident pay may be discharged by another person on his behalf, provided that:

(i) Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the employer by whom they were employed at the time of the incapacity and then only for such period as they receive a weekly payment under the WIRC Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from hers/his employer but such alternative employment is available with another employer than the

relevant amount of accident pay shall be payable.

- (1) Provided further that in the case of the termination of employment by an employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.
  - (2) In order to qualify for the continuance of accident pay on termination an Employee shall if required provide evidence to his/her employer of the continuing payment of weekly Employee's compensation payments.
- (c) Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to (d) and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.
  - (i) Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in the WIRC Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the employer at the time of the incapacity for a minimum period of one month.
- (d) Accident pay shall not apply in respect of any injury during the first *five* normal working days of incapacity.
  - (i) Provided however that in the case of an Employee who contracts an infectious disease in the course of duty and is entitled to receive workers compensation therefore shall receive accident pay from the first day of the incapacity.
- (e) Maximum period of payment  
The maximum period or aggregate of periods of accident pay to be made by an employer shall be a total of 39 weeks for any one injury as defined in (a)(iv)
- (f) Absences on other paid leave  
An Employee shall not be entitled to payment of accident pay in respect of any period of other paid leave of absence.
- (g) Notice of injury  
An Employee upon receiving an injury for which they claims to be entitled to receive accident pay shall give notice in writing of the said injury to her/his employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- (h) Medical examination
  - (i) In order to receive entitlement to accident pay an Employee shall conform to the requirements of the WIRC Act as to medical examination.
  - (ii) Where in accordance with the WIRC Act a medical referee gives a certificate as to the condition of the Employee and her/his fitness for work or specifies work for which the Employee is fit and such work is made available by the employer and refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.



(i) 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.

(j) Civil damage claims

(i) An Employee receiving or who has received accident pay shall advise her/his employer of any action they may institute or any claim they may make for damages. Further the Employee shall, if requested, provide an authority to the Employer entitling the Employer to a charge upon any money payable pursuant to any judgement or settlement on that injury.

(ii) Where an Employee obtains a judgement or settlement for damages in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to their employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(iii) Where an Employee obtains a judgement or settlement for damages against a person other than the Employer in respect of an injury for which they have received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to their Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

(k) Insurance against liability

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

(l) 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.

(m) Death of an Employee

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

(n) Commencement

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

39. LEAVE TO DEAL WITH FAMILY AND DOMESTIC VIOLENCE

(a) This clause applies to all Employees, including casuals.

(i) For the purpose of this clause, family and domestic violence is defined at clause 9 and 'full rate of pay' has the meaning set out in the Act.

(b) Entitlement to leave

(i) An Employee is entitled to 10 days' paid leave to deal with family and

domestic violence, as follows:

- (1) for Full and Part-time Employees, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the period rather than taken the leave;
  - (2) for a Casual Employee, the leave is paid at the Employee's full rate of pay, calculated on what the Employee would have received had they worked the hours in the period for which they had been rostered. For clarity, a Casual Employee:
    - (A) is taken to have been rostered to work hours in a period if the Employee has accepted an offer by the Employer of work for those hours;
    - (B) may take a period of family and domestic violence leave in accordance with clause 39(b) that does not include hours for which the Employee is rostered to work, however such leave will be unpaid.
- (ii) the leave is available in full at the start of each 12 month period of the Employee's employment; and
  - (iii) the leave does not accumulate from year to year;
  - (iv) A period of leave to deal with family and domestic violence may be less than a day by agreement between the Employee and the Employer.
  - (v) The Employer and Employee may agree that the Employee may take additional unpaid leave to deal with family and domestic violence.
- (c) Taking leave to deal with family and domestic violence
- (i) An Employee may take leave to deal with family and domestic violence if:
    - (1) the Employee is experiencing family and domestic violence; and
    - (2) the Employee needs to do something to deal with the impact of the family and domestic violence; and
    - (3) it is impractical for the Employee to do that thing outside their work hours.
  - (ii) The reasons for which an Employee may take leave include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.
- (d) Service and continuity
- (i) The time an Employee is on leave to deal with family and domestic violence, which is:
    - (1) paid leave – does count as service for all purposes
    - (2) unpaid leave - does not count as service but does not break the Employee's continuity of service
- (e) Notice and evidence requirements
- (i) Notice
    - (1) An Employee must give the Employer notice of the taking of leave by the Employee under this clause. The notice:
      - (A) must be given to the Employer as soon as practicable (which

may be a time after the leave has started); and

- (B) must advise the Employer of the period, or expected period, of the leave.

(f) Evidence

- (i) An Employee who has given the Employer notice of the taking of leave under this clause must, if required by the Employer, give the Employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause 39(a)(i).
- (ii) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.

(g) Confidentiality

- (i) Employers must take steps to ensure information concerning any notice an Employee has given, or evidence an Employee has provided under clause (f), is treated confidentially, as far as it is reasonably practicable to do so.
- (ii) Nothing in clause 39(g)(i) prevents the Employer from disclosing information provided by an Employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the Employee or another person.

*Note: Information concerning an Employee's experience of family and domestic violence is sensitive and if mishandled can have adverse consequences for the Employee. The Employer may consult with such Employees regarding the handling of this information.*

(h) Compliance

- (i) An Employee is not entitled to take leave under this clause unless the Employee complies with its terms.

#### 40. TERMINATION OF EMPLOYMENT

(a) Notice of termination by the employer

- (i) In order to terminate the employment of an Employee the employer shall give to the Employee the following notice:

(1) Registered Nurses

<b>Period of continuous service</b>	<b>Period of Notice</b>
Less than 3 years	2 weeks
3 years but less than 5 years	3 weeks
5 years and over	4 weeks

(2) Enrolled Nurses, Aged Care and Home Care Employees

<b>Period of continuous service</b>	<b>Period of Notice</b>
Less than 1 year	1 week
1 year but less than 3 years	2 weeks
3 years but less than 5 years	3 weeks

5 years and over	4 weeks
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- (ii) In addition to the notice in (a)(i) hereof, Employees over 45 years of age at the time of the giving of the notice with not less than two years' continuous service, shall be entitled to an additional week's notice.
  - (iii) Payment in lieu of the notice prescribed in (a)(i)(1) and/or (a)(i)(2) hereof shall be made if the appropriate notice period is not given. Provided that employment may be terminated by part of the period of notice specified and part payment in lieu thereof.
  - (iv) The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required period of notice, the employer would have become liable to pay to the Employee because of the employment continuing during that period. That total must be calculated on the basis of:
    - (1) the Employee's ordinary hours of work (even if not standard hours); and
    - (2) the amounts ordinarily payable to the Employee in respect of those hours, including (for example) allowances, loading and penalties; and
    - (3) any other amounts payable under the Employee's contract of employment.
  - (v) The period of notice in this clause does not apply:
    - (1) in the case of dismissal for serious misconduct;
    - (2) to Employees engaged for a specific period of time or for a specific task or tasks;
    - (3) to trainees whose employment under a traineeship agreement or an approved traineeship is for a specified period or is, for any other reason, limited to the duration of the agreement; or
    - (4) to casual Employees.
  - (vi) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed in the Long Service Leave clause of this Agreement.
  - (vii) In circumstances where the Employee is terminated, the Employer shall pay all accrued entitlements, including any notice period paid in lieu or unpaid wages, within 5 business days of the Employee's last working day with the Employer.
- (b) Notice of termination by the Employee
- (i) The notice of termination required to be given by an Employee shall be the same as that required of an employer, save and except that there shall be no additional notice based on the age of the Employee concerned.
  - (ii) Subject to financial obligations imposed on the employer by an Act, if an Employee fails to give notice the employer shall have the right to withhold wages due to the Employee that is no more than one week of the Employee's wages.
- (c) Time off work during notice period
- Where an employer has given notice of termination to an Employee, an Employee

shall be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off shall be taken at times that are convenient to the Employee after consultation with the employer.

#### 41. QUALIFICATION ALLOWANCE - REGISTERED NURSES

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

- (a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to home care.
- (b) In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
  - (i) the clinical or other area of work of the Registered Nurse;
  - (ii) the classification and position description of the Registered Nurse;
  - (iii) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care.

'Base rate' under this clause shall be defined as the weekly rate applicable to an Employee of Registered Nurse Pay Level 1.

- (c) A Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the qualification is submitted to the Employer or the date the qualification is obtained, whichever is the later.
- (d) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse with the exception of:
  - (i) An Honours degree
  - (ii) A Masters degree
  - (iii) A Doctorate
- (e) Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognized provided that the programs are equivalent to a University/Graduation certificate and the training/education facility verifies that in writing.
- (f) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid in addition to their salary, 4.0% of base rate.
- (g) A Registered Nurse who holds a Post-Graduate Diploma or a Degree (or equivalent) (other than a nursing undergraduate degree), an honours degree or a double degree, shall be paid, in addition to her or his salary, 6.5% of base rate.
- (h) A Registered Nurse who holds a Masters (including a Masters degree completed prior to, or that leads to registration) shall be paid, in addition to their salary, 7.5% of base rate.
- (i) A Registered Nurse who holds a Doctorate shall be paid, in addition to their salary, 8.5% of base rate.

- (j) The above allowances are to be paid during all periods of leave except sick leave beyond 21 days in any twelve-month period and long service leave. In the case of annual leave<sup>1</sup> these allowances are added to those components detailed at clause 24. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading.
- (k) The allowance is to be paid on a pro-rata basis for all non-full-time Employees, including casuals.

#### 42. QUALIFICATION ALLOWANCE - ENROLLED NURSES

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

- (a) An Enrolled Nurse who holds a certificate or qualification or component of a qualification (which is in addition to the minimum qualification held by the nurse for registration by the Nursing and Midwifery Board of Australia) in which it is demonstrated that a component (at least) is applicable to her/his area of practice and/or work shall be paid the following allowance:
  - (i) a certificate or qualification (or at least three certificates of attainment for units of competency from the Diploma or Advanced Diploma totalling a minimum of 280 nominal classroom hours (or a course of twelve months duration) - at the rate of 7.5% of their applicable pay point as prescribed in Appendix 1.
- (b) Any 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 of the qualification is submitted to the employer or the date the qualification is obtained, whichever is the latter.
- (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 qualification allowance is to be paid during all periods of leave except sick leave beyond 21 days in any twelve-month period and long service leave. In the case of annual leave, this allowance is to be added to those components detailed at clause 25. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading.
- (e) The allowance is to be paid on a pro-rata basis for non full-time Employees.

#### 43. VEHICLE ALLOWANCE

- (a) Travel allowance is payable where the Employee is using their own car where carrying out client care as specified in the Employer's care plan for a client or other duties as specified in the Employee's position description.
- (b) An Employee seeking reimbursement for travel will submit a claim, which must be authorised by the immediate supervisor within 14 days of travel being incurred. The Employer will not pay a travel allowance for unauthorised travel.
- (c) From the commencement of this Agreement the travel allowance will be retained at \$0.96 per km or the SCHADS mileage rates as adjusted from time to time, whichever is the greater.
- (d) Vehicle allowance payment will be payable from the first client to the last client.
- (e) If the distance between the Employee's home and their first and last place of work is

greater than 20 kilometres, then the Employee will be reimbursed at the travel allowance set out at subclause (c) above per kilometre for every kilometre travelled in excess 20 kilometres in each direction. The exception to this is:

- (i) where an office-based Employee lives more than 20 kilometres from the office and the office is the first place of work; or
- (ii) Where an Employee's home location is outside Greater Melbourne, the Employee will not be entitled to the allowance in subclause (e) without express written approval from their manager.

#### 44. UNIFORM AND LAUNDRY ALLOWANCE

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer.
- (b) Instead of the provision of such uniforms, the Employer may pay such Employee a uniform allowance at the rate set out in Appendix 1 per shift or part thereof on duty or set out in Appendix 1 per week, whichever is the lesser amount. Where such Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance set out in Appendix 1 per shift or part thereof on duty or set out in Appendix 1 per week, whichever is the lesser amount.
- (c) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. 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.
- (d) Where an Employer requires a Home Care Employee to wear rubber gloves or special clothing and/or where safety appliances are required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment. The provisions of this clause do not apply where the special clothing or safety equipment is paid for by the Employer.

#### 45. HIGHER DUTIES

- (a) A Registered Nurse engaged in any one day or shift for more than two hours on duties carrying a higher rate than the classification in which they are ordinarily employed shall be paid for the full day or shift at the minimum rate for that higher classification but if so engaged for two hours or less only the time so worked shall be paid for at that higher rate.
- (b) A Home Care Employee engaged in any duties carrying a higher rate than the classification in which they are ordinarily employed in any one day or shift shall be paid at the higher rate for:
  - (i) the time so worked for two hours or less; or
  - (ii) the full day or shift where the time so worked exceeds two hours.

#### 46. SHIFT ALLOWANCES

- (a) Registered and Enrolled Nurses

- (i) In addition to any other rates prescribed elsewhere in this part of this Agreement an Employee whose rostered hours of ordinary duty finish between 6.00p.m. and 8.00a.m. or commence between 6.00p.m. and 6.30a.m. shall be paid an amount equal to 2.5% of the relevant Base Rate set out at Appendix 1 per rostered period of duty.
  - (ii) Provided that in the case of an Employee working on any rostered hours of ordinary duty, finishing on the day after commencing duty or commencing after midnight and before 5.00a.m. they shall be paid an amount equal to 5% of the relevant Base Rate set out at Appendix 1 per rostered period of duty.
- (b) Home Care Employees
- (i) An Employee who works an afternoon shift will be paid a loading of 12.5% of their ordinary rate of pay for the whole of such shift.
  - (ii) An Employee who works a night shift will be paid a loading of 15% for their ordinary rate of pay for the whole of such shift.

#### 47. MEAL ALLOWANCE

- (a) An Employee shall be supplied with a meal where the Employer has her/his own cooking and dining facilities. In exceptional circumstances, where a meal cannot be provided, a meal allowance shall be paid in addition to any overtime payment as follows:
- (i) When required to work overtime work on any shift exceeding one hour - see Appendix 1. Provided that where such overtime work exceeds 4 hours a further meal allowance as set out in Appendix 1 shall be paid.
  - (ii) When required to work more than 5 hours overtime on a Saturday or a Sunday or more than 5 hours by a shift worker on his/her rostered day off - as per Appendix 1 and a further amount set out in Appendix 1 when required to work more than 9 hours on such day.
  - (iii) These foregoing provisions shall not apply when an Employee could reasonably return home for a meal within the period allowed.
- (b) The above rates shall be adjusted in accordance with the percentage wage increases provided for under this Agreement.

#### 48. JURY SERVICE

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

#### 49. REDUNDANCY

Discussion before Termination



- (a) Where the Employer has made a definite decision that the Employer no longer wishes the job the Employee has been doing done by anyone and this is not due to the ordinary and customary turnover of labour and that decision may lead to termination of employment, the Employer shall hold discussions with the Employees directly affected.
- (b) The discussions shall take place as soon as is practicable after the Employer has made a definite decision which will invoke the provision of paragraph (a) and shall cover, inter alia, any reasons for the proposed terminations, measures to avoid or minimise the terminations and measures to mitigate any adverse effects of any terminations on the Employees concerned.
- (c) For the purposes of the discussion the Employer shall, as soon as practicable, provide in writing to the Employees concerned, all relevant information about the proposed terminations including the reasons for the proposed terminations, the number and categories of Employees likely to be affected, and the number of workers normally employed and the period over which the terminations are likely to be carried out. Provided that the Employer shall not be required to disclose confidential information, the disclosure of which would be inimical to the Employer's interests.

#### Transfer to lower paid duties

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

#### Severance pay

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

Period of continuous service	Severance pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay*
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 week's 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

#### Definitions

- (f) "Week's pay" means the ordinary time rate of pay for the Employee concerned.

#### Employee leaving During Notice Period

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

#### Alternative Employment

- (h) Where the Employer offers the Employee acceptable alternative employment no severance payment is payable in accordance with the provisions of the *Fair Work Act 2009*.

#### Time off Period of Notice

- (i) During the period of notice of termination given by the Employer an Employee shall be allowed up to one day's time off without loss of pay during each week of notice for the purpose of seeking other employment.
- (j) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee shall, at the request of the Employer, produce proof of attendance at an interview or they shall not receive payment for the time absent.
- (k) For this purpose, a statutory declaration will be sufficient.

#### Employees with Less Than One Year's Continuous Service

- (l) This clause does not apply to Employees with less than one year's continuous service.

#### Employees Exempted

- (m) This clause shall not apply where employment has been terminated because the conduct of an Employee justifies instant dismissal or in the case of casual Employees, or Employees engaged for a specific period of time or for a specified task or tasks.

### 50. SALARY PACKAGING

- (a) By agreement with the Employee, an Employee's rate of pay specified in this Agreement may be salary packaged.
- (b) 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.
- (c) 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.
- (d) 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.

- (e) 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.
- (f) Superannuation contributions paid by the Employer into an approved Fund will be calculated on the Employee's pre-packaged rate of pay.

#### 51. ON CALL ARRANGEMENTS

- (a) Home Care Case Managers are entitled to time in lieu at the rate of one day's leave for each week of On Call duty. Both parties will endeavour to facilitate the Case Manager taking the leave upon the completion of the on-call period, given the provision of seven days' notice; and the selection of mutually suitable leave period. If this is not practicable this entitlement will be payable to the Case Manager. This entitlement of one days leave for each week of On Call duty will also be payable to the Case Manager upon termination of employment if the entitlement has not been otherwise taken.
- (b) Notwithstanding the entitlement set out above:
  - (i) Where one (1) public holiday falls during an on-call week then the Case Manager will be entitled to time in lieu paid at 1.5 times the normal rate
  - (ii) Where two (2) or more public holidays fall in the on-call week then the entitlement will be paid at 2x the normal rate (or 2 days in lieu where this is possible)
- (c) An Employee who is required to be on-call and who is recalled to work at the workplace will be paid for a minimum of 3 hours' work at the appropriate overtime rate.

#### 52. TELEPHONE ALLOWANCE

The Employer shall provide an Employee with a mobile phone where such Employee is required to be on call.

#### 53. PAID EMERGENCY SERVICES LEAVE

- (a) At the discretion of the Employer, whose discretion will be exercised on the basis of operational requirements and what is reasonable in a particular circumstance, the Employer will facilitate an Employee who is a member of a voluntary emergency relief organisation such as the, Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service to be released from duty to engage in a voluntary emergency management activity (as defined in the Fair Work Act).
- (b) In each case the Employee must provide prior notice of such attendance (unless this is not practicable due to the nature of the emergency) and a letter from the relevant emergency service specifying the date and nature of the emergency and confirming the Employee's attendance was required.
- (c) Payment for such attendance shall be restricted to a maximum of three shifts per annum (non-cumulative), at the Employee's ordinary base rate of pay. Casual Employees shall not be entitled to payment under this sub-clause, but shall still have

the right to be absent from work subject to complying with the above notice and evidence requirements.

54. WORKLOAD MANAGEMENT

- (a) The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of care.
- (b) To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
  - (i) In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
  - (ii) If a solution still cannot be identified and implemented, the matter should be referred to the Manager or equivalent for further discussion and possible consultation with specialist leads such as Human Resources, WHS, Clinical or other as required to determine a solution.
  - (iii) The outcome of the discussions at each level and any proposed solutions should be recorded and fed back to the affected Employees.
- (c) Management will respond at staff meetings to all workload matters that have been recorded and will outline actions that have been taken in respect to those specific issues.
- (d) If the issue is still unresolved, the Employee/s may advance the matter through Clause 11 - Dispute Resolution Procedure.

55. POLICE CHECKS

The Employer will pay for the relevant police checks and the documentation will remain the property of the Employer.

56. MAXIMUM TERM CONTRACTS

Subject to the requirements and limitations under the Act, maximum term contracts of engagement will only be used for genuine maximum term arrangements. 'Genuine maximum term arrangements' include, but are not limited to, employment in graduate nurse positions, traineeships, replacement of Employees on birth-related or adoption 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.

57. NOTICEBOARD

The Employer shall make available a Notice Board (which may be via electronic means) in the work location accessible to Employees, for the purposes of local Employee union delegates posting information relating to the observance, application and operation of the Agreement.

58. FLEXIBILITY ARRANGEMENT

- (a) An Employer and Employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of the agreement if:

- (i) the agreement deals with 1 or more of the following matters:
    - (1) arrangements about when work is performed;
    - (2) overtime rates;
    - (3) penalty rates;
    - (4) allowances;
    - (5) leave loading; and
  - (ii) the arrangement meets the genuine needs of the Employer and Employee in relation to 1 or more of the matters mentioned in paragraph (i); and
  - (iii) The Employer and the individual Employee must have genuinely made the agreement without coercion or duress.
- (b) The Employer must ensure that the terms of the individual flexibility arrangement:
- (i) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
  - (ii) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
  - (iii) result in the Employee being better off overall than the Employee would be if no arrangement was made.
- (c) The Employer must ensure that the individual flexibility arrangement:
- (i) is in writing; and
  - (ii) includes the name of the Employer and Employee; and
  - (iii) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
  - (iv) includes details of:
    - (1) the terms of the enterprise agreement that will be varied by the arrangement; and
    - (2) how the arrangement will vary the effect of the terms; and
    - (3) how the Employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
  - (v) states the day on which the arrangement commences.
- (d) The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- (e) The Employer or Employee may terminate the individual flexibility arrangement:
- (i) by giving no more than 28 days written notice to the other party to the arrangement; or
  - (ii) if the Employer and Employee agree in writing - at any time.

## 59. EDUCATION AND PROFESSIONAL DEVELOPMENT

The Employer shall ensure that operating budgets make reasonable provision for the ongoing professional development of Nursing and Home Care 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.

- (a) Education and Training
  - (i) 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.

- (ii) Where the Employee attends compulsory training other than during the course of a rostered shift, the minimum payment shall be the length of the training or two (2) hours whichever is the greater, where the training has been scheduled at the start or finish of a shift for which the Employee is rostered.
  - (iii) Attendance at any training course other than those referred to 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.
  - (iv) Where the Employer has implemented or is participating in a no lift training program every Employee must attend the training required.
  - (v) Where Royal Freemasons requires an Employee to attend any education or training sessions or mandatory meetings which requires the Employee to travel further than 20 kilometres from home in order to attend, the employer will pay the applicable kilometre allowance for all kilometres occurred over the initial 20 kilometres.
- (b) Study/Examination Leave
- (i) Employees who wish to undertake external education courses, which are relevant to their work, and career development will be released from work, subject to the Employer's operational requirements.
  - (ii) Employees who wish to enrol in ongoing courses should discuss the matter with their manager. In considering whether to grant release from work, the Employer shall consider the relevance of the study to the Employee's employment and the effect on operations in granting the leave.
  - (iii) Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.
  - (iv) Full time and Part Time Employees shall be entitled to up to 4 days pro-rata study / examination leave per annum for the purpose of attending approved training courses, conferences or examinations in a relevant course of study conducted by a recognised institution. Leave entitlements pursuant to this clause shall not accumulate from year to year.
  - (v) Entitlement to Study/Examination Leave shall be granted for studies, which are directly relevant to employment. On application, the Employer may meet the upfront course fees for further education by up to \$500 per annum.
  - (vi) On application, the Employer may meet up front course fees for further education with a repayment over time arrangement at no additional cost to the Employee. The Employer reserves the right to deduct the balance to be repaid to the Employer from the Employee's entitlements upon termination in accordance with s324(1)(b) of the *Fair Work Act 2009*.

60. BUDDY ALLOWANCE

Buddy allowance is payable to home care staff, when an existing staff member is allocated to double with a new staff member for on-road orientation. The Buddy Allowance shall be 10% of the Base Rate for the hours allocated to carry out the specific tasks designated.

61. HEAT ARRANGEMENTS

- (a) Where work continues for more than two hours in temperatures exceeding 46 degrees Celsius home care Employees shall also be entitled to twenty minutes rest after every two hours work without deduction of pay.
- (b) It shall be the responsibility of the Employer to ascertain the temperature.

62. CLIENT EXPENSES

Where an Employee is required to spend their own money to cover expenses relating to a client (e.g. parking costs) and there is prior agreement of the client to reimburse Royal Freemasons in relation to the expenses, the Employee will be reimbursed the cost of such expenses. In the first instance, Employees are to submit a payment requisition for payment approval as per company policy and procedure. All approved reimbursements will then be paid to the Employee in the next applicable pay cycle.

63. REIMBURSEMENT OF EXCESS

Where an Employee is involved in an at fault accident while transporting a client resulting in a requirement to pay excess on their motor vehicle insurance, Royal Freemasons will reimburse such Employee (on receipt of evidence of the expenditure) the cost of the excess up to a maximum excess of \$800. This does not apply where the Employee has engaged in any behaviour or activity which would void insurance liability.

64. OCCUPATIONAL HEALTH AND SAFETY

- (a) This clause shall be read and interpreted in conjunction with the OH&S Act 2004. The Employer and its Employees will take a pro-active approach to:
- (b) The prevention and management of workplace injuries to the highest level of protection possible in the circumstances and to the achievement of a reduction in workplace injuries through the implementation of risk management system incorporating hazard identification, risk assessment and control and safe work practices.
- (c) The Employer and its Employees recognizes that consultation with Employees and their representatives is crucial to achieving a healthy and safe work environment and will consult with Employees and their representatives around matters relating to health and safety in the workplace.
- (d) This Agreement recognises that hazards include but are not limited to:
  - (i) Occupational Violence and Aggression
  - (ii) Work-related stress
  - (iii) Manual Handling
  - (iv) Bullying, workplace stress and fatigue

- (v) Unsafe design and layout of workplaces
- (vi) Slips, trips and falls
- (vii) Risk associated with driving vehicles as part of employment
- (viii) Working alone and,
- (ix) Hazardous substances.

65. CEREMONIAL LEAVE

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

66. FLEXIBLE WORKING ARRANGEMENT REQUEST

- (a) Employees are entitled to request flexible working arrangements in accordance with the provisions of the NES.
- (b) Employees who have worked for the Employer for at least 12 months can request flexible working arrangements if they:
  - (i) are the parent, or have responsibility for the care, of a child who is school aged or younger;
  - (ii) are a carer (under the Carer Recognition Act 2010 (Cth));
  - (iii) have a disability;
  - (iv) are 55 years of age or older;
  - (v) are experiencing family or domestic violence; or
  - (vi) provide care or support to a member of their household or immediate family who requires care and support because of family or domestic violence.
- (c) The Employee is not entitled to make the request unless:
  - (i) for an Employee (other than a casual Employee) – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; and
  - (ii) for a casual Employee – the Employee:
    - (1) is a long term casual Employee of the Employer immediately before making the request; and
    - (2) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.
- (d) The request must:
  - (i) be in writing; and
  - (ii) set out details of the change sought and of the reasons for the change.
- (e) The Employer must give the Employee a written response to the request within 21 days, stating whether the Employer grants or refuses the request.



67. WORKPLACE DELEGATES

- (a) This clause provides for the exercise of the rights of workplace delegates set out in section 350C of the Act.

*NOTE: Under section 350C(4) of the Act, the employer is taken to have afforded a workplace delegate the rights mentioned in section 350C(3) if the employer has complied with this clause.*

- (b) In this clause:

- (i) **employer** means the employer of the workplace delegate;
- (ii) **delegate's organisation** means the employee organisation in accordance with the rules of which the workplace delegate was appointed or elected; and
- (iii) **eligible employees** means members and persons eligible to be members of the delegate's organisation who are employed by the employer in the enterprise.

- (c) Before exercising entitlements under this clause, a workplace delegate must give the employer written notice of their appointment or election as a workplace delegate. If requested, the workplace delegate must provide the employer with evidence that would satisfy a reasonable person of their appointment or election.

- (d) An employee who ceases to be a workplace delegate must give written notice to the employer within 14 days.

(e) **Right of representation**

- (i) A workplace delegate may represent the industrial interests of eligible employees who wish to be represented by the workplace delegate in matters including:
- (1) consultation about major workplace change, subject to and in accordance with the provisions of clause 10 of this Agreement;
  - (2) consultation about changes to rosters or hours of work, subject to and in accordance with the provisions of clause 10 of this Agreement;
  - (3) resolution of disputes, subject to and in accordance with the provisions of clause 11 of this Agreement;
  - (4) disciplinary processes, in accordance with the Employer's procedure;
  - (5) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and
  - (6) any process or procedure within the enterprise agreement or policy of the employer under which eligible employees are entitled to be represented and which concerns their industrial interests.

(f) **Entitlement to reasonable communication**

- (i) A workplace delegate may communicate with eligible employees for

the purpose of representing their industrial interests under clause (e). This includes discussing membership of the delegate's organisation and representation with eligible employees.

- (ii) A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work.

**(g) Entitlement to reasonable access to the workplace and workplace facilities**

- (i) The employer must provide a workplace delegate with access to or use of the following workplace facilities:
  - (1) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
  - (2) a physical or electronic noticeboard;
  - (3) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;
  - (4) a lockable filing cabinet or other secure document storage area; and
  - (5) office facilities and equipment including printers, scanners and photocopiers.
- (ii) The employer is not required to provide access to or use of a workplace facility under clause (g)(i) if:
  - (1) the workplace does not have the facility;
  - (2) due to operational requirements, it is impractical to provide access to or use of the facility at the time or in the manner it is sought; or
  - (3) the employer does not have access to the facility at the enterprise and is unable to obtain access after taking reasonable steps.

**(h) Entitlement to reasonable access to training**

- (i) The employer must provide a workplace delegate with access to up to 5 days of paid time during normal working hours for initial training and at least one day each subsequent year, to attend training related to representation of the industrial interests of eligible employees, subject to the following conditions:
  - (1) In each year commencing 1 July, the employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
  - (2) The number of eligible employees will be determined on the day a delegate requests paid time to attend training, as the number of eligible employees who are:
    - (A) full-time or part-time employees; or
    - (B) regular casual employees.
- (ii) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or

required to work on that day if the delegate had not been absent from work to attend the training.

- (iii) The workplace delegate must give the employer not less than 5 weeks' notice (unless the employer and delegate agree to a shorter period of notice) of the dates, subject matter, the daily start and finish times of the training, and the name of the training provider.
- (iv) If requested by the employer, the workplace delegate must provide the employer with an outline of the training content.
- (v) The employer must advise the workplace delegate not less than 2 weeks from the day on which the training is scheduled to commence, whether the workplace delegate's access to paid time during normal working hours to attend the training has been approved. Such approval must not be unreasonably withheld.
- (vi) The workplace delegate must, within 7 days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

(i) **Exercise of entitlements**

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

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

- *unreasonably fail or refuse to deal with a workplace delegate; or*
- *knowingly or recklessly make a false or misleading representation to a workplace delegate; or*
- *unreasonably hinder, obstruct or prevent the exercise of the rights of a workplace delegate under the Act or this clause*

## **SCHEDULE 1- EMPLOYMENT CLASSIFICATIONS**

### **REGISTERED NURSE**

The duties of a Registered Nurse will substantially include, but are not confined to, delivering direct and comprehensive nursing care including advice/consultation.

Pay Level 1- First year of experience with the Employer;

Pay Level 2 - Second year of experience with the Employer;

Pay Level 3 -Third year of experience with the Employer and thereafter;

### **ENROLLED NURSE CLASSIFICATIONS**

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

Each Enrolled Nurse shall progress to the next Pay Point (between Pay Points 1 to 5 inclusive) on their anniversary date, subject only to completion of the training required for progression at each Pay Point and the completion of a year of experience (as defined).

1. An Enrolled Nurse will be notified by the Employer at least two months prior to the Employee's anniversary date to apply for Pay Point progression and in addition:
  - (a) Where courses of study / training relevant to progression are undertaken externally to the Employer, the Employee must provide evidence of the successful completion of that study.
  - (b) A new Employee shall provide, as far as practicable, documentation that supports claims of previous experience or courses of study/in-service training since registration. A Training Certificate (or equivalent) or, where a previous Employer refuses to provide such information, a statutory declaration shall suffice.
2. Upon an Employee's anniversary date, progression may only be deferred or refused by the Employer if the Employee has not completed the required training for the next Pay Point.
3. Deferral or refusal must not be unreasonably or arbitrarily imposed by the Employer. It will be considered unreasonable to defer or refuse if the Employer has refused to provide training and/or opportunities to work in practice settings in the Employer's establishment.
4. Where the Employer proposes to defer or refuse progression on the anniversary date because the Employee has not completed the required training, the Employer shall notify the Employee in writing at least eight weeks prior to the anniversary of the following:
  - (i) The anniversary date
  - (ii) The amount of training on file,
  - (iii) The amount of training required for progression, and
  - (iv) Upcoming in-service training.
5. Where an Employee who has been deferred or refused progression undertakes additional training and meets the criteria for progression, the Employee shall progress to that pay point from:

- (a) In the case of in-service training, the date the training is completed, or
  - (b) In the case of external training, the date on which the evidence of satisfactory completion of the training is submitted to the Employer.
- 6. An Employee may appeal a deferral or refusal under the Avoidance of Industrial Disputes and Grievances of this Agreement. Where an appeal results in the revocation of the Employer's decision (either by decision of Fair Work Commission or the agreement of the parties), Pay Point progression shall be deemed to operate and be payable from the Employee's anniversary date.
- 7. Where circumstances have changed such that it is accepted that the Employee satisfies the terms of the next Pay Point (as defined) this sub-clause shall not prevent:
  - (i) A review, initiated by either the Employer or Employee (or their nominated representatives) of the deferral or refusal; and/or
  - (ii) The lifting of the deferral or refusal at and operative from such date;
- 8. All relevant training, experience and skills in any workplace as a Division 2 Registered 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.
- 9. Part time Employees shall progress in accordance with the requirements of full-time Employees.
- 10. Year of practical experience - for the purpose of this clause shall mean full-time service following registration as a Division 2 Nurse provided that an Employee who has worked on average less than 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before becoming eligible for advancement to the next Pay Point.

B. Pay Point Progression Criteria

- 1. Pay Point 1 means the Pay Point to which an Employee shall be appointed as a Registered Nurse Division 2 where the Employee has:
  - (a) Practical experience as defined of up to but not more than twelve months, and
  - (b) Completed the following training:
    - (i) Satisfactory completion of a hospital-based course of training in nursing of not more than twelve months duration leading to enrolment as an enrolled Nurse (as defined); or
    - (ii) Satisfactory completion a course of training of twelve months duration in a specified branch of nursing leading to enrolment on a register or roll maintained by a State/ Territory Nurses registration board; or
    - (iii) Satisfactory completion of a course of training of twelve months duration in a branch of nursing leading to the possession of a qualification required by the Employer in the Employee's employment, and
    - (iv) Subject to it's provision by the employing agency, in-service training from time to time.

2. Pay Point 2 means the Pay Point to which an Employee shall be appointed or shall progress from Pay Point 1, having been assessed as being competent at that level, where the Employee has:
  - (i) Not more than one year of practical experience as defined; and
  - (ii) Completed training as follows:  
Subject to its provision by the employing agency, in-service training from time to time.
  
3. Pay Point 3 means the Pay Point to which an Employee shall be appointed or progress from Pay Point 2, having been assessed as being competent at that level, where the Employee has:
  - (i) Not more than one further year of practical experience as defined; and
  - (ii) Completed training as follows:  
Subject to its provision by the employing agency in-service training from time to time
  
4. Pay Point 4 means the Pay Point to which an Employee shall be appointed or progress from Pay Point 3, having been assessed as being competent at that level, where the Employee has:
  - (i) Not more than one further year of practical experience as defined; and
  - (ii) Completed training as follows:  
The successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.
  
5. Pay Point 5 means the Pay Point to which an Employee shall be appointed or progress from Pay Point 4, having been assessed as being competent at that level, where the Employee has:  
Not more than one further year of practical experience as defined; and
  - (i) Completed the following training:  
The successful completion of two modules additional to the base qualification relevant to the work undertaken, within the Certificate IV Health (Nursing) or Diploma (Nursing) or Advanced Diploma (Nursing), subject to their availability.

## **HOME CARE EMPLOYEES**

### Home Care Employee - Level 1 (Cleaner)

A position in this level has the following characteristics:

#### *Accountability and extent of authority*

An Employee in this level performs broad tasks involving the utilisation of a range of basic skills in the provision of cleaning services and is responsible for the quality of their work.

#### *Judgment and decision-making*

Work activities are routine and clearly defined. The tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work. An Employee may resolve minor problems that relate to immediate work tasks.

#### *Specialist knowledge and skills*

Indicative but not exclusive tasks include: the undertaking of semi-skilled work, including cleaning, vacuuming, dusting, washing and ironing, sweeping paths, minor maintenance jobs, emptying and cleaning of commodes, and care of indoor and outdoor pot plants.

#### *Interpersonal skills*

Positions in this level may require basic oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

#### *Qualifications and experience*

An Employee in this level will have commenced on-the-job training which may include an induction course.

### Home Care Employee - Level 2

A position in this level has the following characteristics:

#### *Accountability and extent of authority*

An Employee in this level performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support. Work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures. May assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed.

#### *Judgment and decision-making*

In these positions, the nature of the work is clearly defined with established procedures well understood or clearly documented. Employees in this level are called upon to use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices.

#### *Specialist knowledge and skills*

Indicative but not exclusive tasks include: the provision of personal care, supervising daily hygiene, laying out clothes and assisting in dressing, make beds, tidy rooms, preparation and cooking of meals and assistance with meals, dry cleaning, perform gardening duties, undertake basic repairs, clean, fitting and removal of aids and appliances, monitoring medications, fitting and changing of catheters, assistance with communication, accompanying clients on outings, domestics assistance and organising appointments.

### *Interpersonal skills*

Positions in this level require oral communication skills and where appropriate written skills, with clients, members of the public and other Employees.

### *Qualifications and experience*

As a minimum an Employee in this level will have satisfactorily completed the requirements of level 1 or equivalent. Indicative but not exclusive of the qualifications required in this level include Home Care Certificate or equivalent; or relevant experience/on-the-job training commensurate with the requirements of work in this level.

## Home Care Employee - Level 3

A position in this level has the following characteristics:

### *Accountability and extent of authority*

Employees perform work under general supervision. Employees in this level have contact with the public or other Employees which involves explanations of specific procedures and practices. Employees in this level are accountable for the quality, quantity and timeliness of their own work in so far as available resources permit, and for the care of assets entrusted to them.

### *Judgment and decision-making*

These positions require personal judgment. The nature of work is usually specialised with procedures well understood and clearly documented. The particular tasks to be performed will involve selection from a range of techniques, systems, equipment, methods or processes.

### *Specialist knowledge and skills*

Indicative but not exclusive tasks include: computer and other office skills; maintain mail register and records; sort, process and record invoices and correspondence; prepare meals and special functions; provide input into meal planning; order foodstuffs and commodities; liaise with dieticians on special needs; schedule work programs on a routine and regular basis; co-ordinate and direct the work of support staff including maintenance (no more than four); oversee the provision of domestic services; provide personal care to clients with particular emphasis on those requiring extra help due to specific physical problems or frailty; schedule maintenance work programs on a routine and regular basis; plan, develop, and co-ordinate diversional therapy programs and carry out general maintenance falling within the scope of trades skills.

### *Interpersonal skills*

Positions in this level require skills in oral and written communication with clients, other Employees and members of the public.

### *Qualifications and experience*

Indicative but not exclusive of the qualifications required in this level is an accredited qualification to the position at the level of Certificate 3 (Aged Care) or Certificate 4 (Disability Services) and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.



## **HOME CARE CASE MANAGER**

This position is responsible for all aspects of assessment, ongoing care planning, case management budgeting and service delivery to recipients of the Home Care Program for Royal Freemasons. This position will liaise with the appropriate Manager to maximise the delivery of care and domestic assistance to clients. The position will also maintain a close working relationship with administration staff and management.

Home Care Case Manager - Level 1 means a Home Care Case Manager, as defined, who has a Certificate IV level qualification relevant to home care or possesses equivalent skills and experience, as determined by the Employer.

Home Care Case Manager - Level 2 means a Home Care Case Manager, as defined, who has a Diploma, Advanced Diploma or Associate Degree relevant to home care, as determined by the Employer.

Home Care Case Manager - Level 3 means a Home Care Case Manager, as defined, who has a Bachelor's Degree, Graduate Certificate, Graduate Diploma, Vocational Graduate Certificate, Vocational Graduate Diploma, Masters Degree or Doctoral Degree relevant to home care, as determined by the Employer.

**APPENDIX 1 - WAGE RATE SCHEDULE AND ALLOWANCE SCHEDULE**

**Wage and allowance increases:**

(i) *The prescribed percentage wage increases for this Agreement are as follows:*

<b>FFPOA* 1/07/2024</b>	<b>FFPOA 1/07/2025</b>	<b>FFPOA 1/07/2026</b>
3%	3%	3%

*\*From the first full pay period on or after (FFPOA)*

(ii) *The prescribed percentage increases for allowances in this Agreement are as follows:*

<b>FFPOA 1/07/2024</b>	<b>FFPOA 1/07/2025</b>	<b>FFPOA 1/07/2026</b>
3%	3%	3%

**(1) Home Care Employees (including Home Care Case Managers)**

***(i) Wages:***

<b>Classification</b>	<b>FFPOA* 1/07/2024 (3%)</b>		<b>FFPOA 1/07/2025 (3%)</b>		<b>FFPOA 1/07/2026 (3%)</b>	
	<b>weekly</b>	<b>hourly</b>	<b>weekly</b>	<b>hourly</b>	<b>weekly</b>	<b>hourly</b>
<b>Home Care Level (Cleaner)</b>						
<b>Pay Point 1</b>	1132.59	29.80	1166.57	30.70	1201.56	31.62
<b>Level 2</b>						
<b>Pay Point 1 (Base Rate)</b>	1198.10	31.53	1234.04	32.47	1271.06	33.45
<b>Pay Point 2</b>	1206.23	31.74	1242.42	32.70	1279.69	33.68
<b>Level 3</b>						
<b>Pay Point 1</b>	1222.71	32.18	1259.39	33.14	1297.18	34.14
<b>Pay Point 2</b>	1260.41	33.17	1298.22	34.16	1337.17	35.19
<b>Home Care Case Manager</b>						
<b>Pay Level 1</b>	1563.65	41.15	1610.56	42.38	1658.88	43.65
<b>Pay Level 2</b>	1656.56	43.59	1706.26	44.90	1757.44	46.25
<b>Pay Level 3</b>	1755.44	46.20	1808.10	47.58	1862.35	49.01

**Allowances:**

	<b>FFPPOA 1/07/2024</b>	<b>FFPPOA 1/07/2025</b>	<b>FFPPOA 1/07/2026</b>
<b>Buddy Allowance</b>	3.15	3.25	3.35
<b>Sleepover Allowance - Home Care Employee*</b>	58.70	60.47	62.28

**(2) Registered Nurses and Enrolled Nurses**

**(i) Wages**

	<b>FFPOA 1/07/2024</b>		<b>FFPOA 1/07/2025</b>		<b>FFPOA 1/07/2026</b>	
	<b>Weekly</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Hourly</b>	<b>Weekly</b>	<b>Hourly</b>
<b>REGISTERED NURSES</b>						
<b>Pay Level 1 (Base Rate)</b>	2011.85	52.94	2072.20	54.53	2134.37	56.17
<b>Pay Level 2</b>	2061.51	54.25	2123.36	55.88	2187.06	57.55
<b>Pay Level 3</b>	2136.35	56.22	2200.44	57.91	2266.46	59.64
<b>ENROLLED NURSES*</b>						
<b>Enrolled Nurse Level 1</b>						
<b>Pay Level 1 (Base Rate)</b>	1264.95	33.29	1302.90	34.29	1341.98	35.32
<b>Pay Level 2</b>	1288.77	33.92	1327.43	34.93	1367.26	35.98
<b>Pay Level 3</b>	1311.82	34.52	1351.18	35.56	1391.71	36.62
<b>Pay Level 4</b>	1335.52	35.15	1375.58	36.20	1416.85	37.29
<b>Pay Level 5</b>	1354.13	35.63	1394.75	36.70	1436.59	37.81

\*The rates of pay of EN's are inclusive of medication allowance where relevant

**(ii) Allowances:**

	<b>FFPPOA 1/07/2024</b>	<b>FFPPOA 1/07/2025</b>	<b>FFPPOA 1/07/2026</b>
<b>Qualification Allowances (RN) - \$ (per hour)</b>			
Grad Certificate (4%)	2.12	2.18	2.25
Post grad Dip/Degree (6.5%)	3.44	3.54	3.65
Masters Degree (7.5%)	3.97	4.09	4.21
<b>Sleepover Allowance - Enrolled Nurse (\$ per occasion)</b>	61.98	63.84	65.58

<b>Shift Allowances (\$ per shift)</b>	<b>FFPPOA 1/07/2024</b>	<b>FFPPOA 1/07/2025</b>	<b>FFPPOA 1/07/2026</b>
<i>Morning / Afternoon Shift</i>			
RN (2.5%)	50.30	51.80	53.36
EN (2.5%)	31.62	32.57	33.55
<i>Night Shift</i>			
RN (5%)	100.59	103.61	106.72
EN (5%)	63.25	65.15	67.10

**(3) Common Allowances:**

	<b>FFPPOA 1/07/2024</b>	<b>FFPPOA 1/07/2025</b>	<b>FFPPOA 1/07/2026</b>
<b>Meal:</b>			
Overtime beyond 1 hours, Mon-Fri*	16.20	16.69	17.19
Overtime beyond 4 hours, Mon-Fri (further payment to the above)	16.20	16.69	17.19
Work beyond 5 hours on Sat-Sun or on rostered off	16.20	16.69	17.19
Work beyond 9 hours on Sat-Sun or roster day off	16.20	16.69	17.19
<b>Uniform, lesser of:</b>			
Per day	1.75	1.80	1.85
Per week	8.80	9.06	9.33
<b>Laundry, lesser of:</b>			
Per day	0.44	0.45	0.46
Per week	2.10	2.16	2.22

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I am authorised to sign this Agreement on behalf of **ROYAL FREEMASONS LTD.**



Hugh Cattermole - Chief Executive Officer

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SIGNATURE

---

PRINT NAME AND TITLE

Address:

45 Moubay Street  
Melbourne VIC 3004

Date:

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I am authorised to sign this Agreement as a nominated Employee bargaining representative on behalf of the **AUSTRALIAN NURSING and MIDWIFEREY FEDERATION.**

---

SIGNATURE

---

PRINT NAME AND TITLE

Address:

535 Elizabeth Street  
Melbourne VIC 3004

Date:

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I am authorised to sign this Agreement as a nominated Employee bargaining representative on behalf of the **HEALTH WORKERS UNION**.

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SIGNATURE

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PRINT NAME AND TITLE

Address:

Level 5/222 Kings Way  
South Melbourne VIC 3205

Date: