



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Port Stephens Veterans & Citizens Aged Care Ltd T/A Harbourside Haven Villages
(AG2023/3710)

PORT STEPHENS VETERANS & CITIZENS AGED CARE LTD ENTERPRISE AGREEMENT 2023

Aged care industry

DEPUTY PRESIDENT BOYCE

SYDNEY, 13 NOVEMBER 2023

Application for approval of the Port Stephens Veterans & Citizens Aged Care Ltd Enterprise Agreement 2023

[1] An application has been made for approval of an enterprise agreement to be known as the *Port Stephens Veterans & Citizens Aged Care Ltd Enterprise Agreement 2023* (**Agreement**). The application was made pursuant to s.185 of the *Fair Work Act 2009* (**Act**). It has been made by Port Stephens Veterans & Citizens Aged Care Ltd T/A Harbourside Haven Villages (**Employer**). The Agreement is a single enterprise agreement.

Undertakings

[2] The Employer has provided written undertakings dated 9 November 2023. Those undertakings are attached at **Annexure A** to this decision and become terms of the Agreement. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement (as compared to the relevant provisions of the *Aged Care Award 2010* [MA000018], *Nurses Award 2020* [MA000034] and the *Social, Community, Home Care and Disability Services Industry Award 2010* [MA000100]), and that the undertakings will not result in substantial changes to the Agreement.

Coverage of employee organisations

[3] The Australian Nursing and Midwifery Federation, and Health Services Union, both being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want to be covered by the Agreement. In accordance with s.201(2) of the Act, I note that the Agreement covers these organisations.

Conclusion

[4] Subject to the undertakings referred to above, I am satisfied that each of the requirements of ss.186, 187, 188, 190, 193 and 193A of the Act, as are relevant to this application for approval, have been met.¹

[5] I am satisfied the more beneficial entitlements of the NES will prevail where there is an inconsistency between the Agreement and the NES.

[6] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 20 November 2023. The nominal expiry date of the Agreement is 13 November 2026.



DEPUTY PRESIDENT

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¹ The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022 (Amending Act)* made a number of changes to enterprise agreement approval processes in Part 2-4 of the *Fair Work Act 2009 (FW Act)*, that commenced operation on 6 June 2023. Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the FW Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for this Agreement was before 6 June 2023. Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. This Agreement was made after 6 June 2023.

Annexure A

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3710

Applicant: Port Stevens Veterans & Citizens Aged Care Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Suzanne Newton, Chief Executive Officer have the authority given to me by Port Stevens Veterans & Citizens Aged Care Limited to give the following undertakings with respect to the Port Stevens Veterans & Citizens Aged Care Enterprise Agreement 2023 ("the Agreement"):

1. To satisfy the BOOT requirements the hourly rate for Aged Care Employee General Level 1 will be increased from the existing Aged Care Award rate (\$23.97) to \$25.10 for the proposed agreement.

2. To satisfy the BOOT requirements Clause 12.8 (d) and (e) will be replaced with the following:

"The rate of pay for both apprentices and adult apprentices will be as identified in the Aged Care Award Clause 14.1 (Cooking Apprentices) and 14.6 Adult Apprentices, plus an additional 5% over Award payment."

3. To satisfy the BOOT requirements Clause 12.7 (a) will be replaced with the following:

"Trainees shall be employed in accordance with the provisions set out in Schedule E of the Miscellaneous Award 2010, with pay rates at the rates identified in this Schedule plus an additional 5% over Award payment."

4. To satisfy the BOOT requirements Clause 16.2 (d) will be replaced with the following:

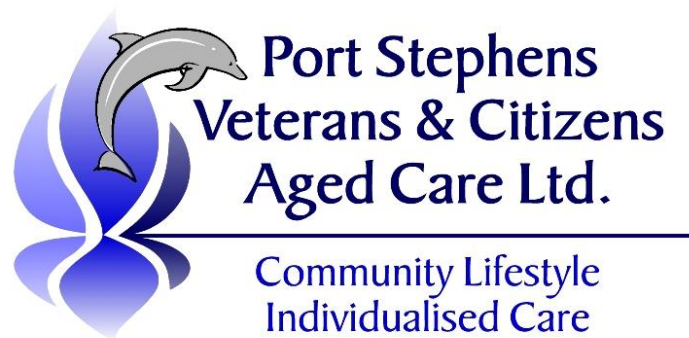
"For employees who would be traditionally covered under the Aged Care Award in both General and Direct Care classifications (not performing night shift) each shift shall consist of no more than 8 hours work at ordinary time (not including unpaid breaks). For Direct Care employees who engaged on night shift will as a minimum will be classified Aged Care Employee Direct Care Level 3 Pay Point 1 where each shift shall consist of no more than 10 hours work at ordinary time (not including unpaid breaks). For all other staff, each shift shall consist of no more than 10 hours work at ordinary time (not including unpaid breaks)."

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature 

Date 9/11/2023

Note - this agreement is to be read together with an undertaking given by the employer. The undertaking is taken to be a term of the agreement. A copy of it can be found at the end of this agreement.



Port Stephens Veterans & Citizens Aged Care Ltd
Enterprise Agreement 2023

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1. TITLE

- 1.1 This Agreement shall be known as the Port Stephens Veterans & Citizens Aged Care Ltd Enterprise Agreement 2023 and throughout is referred to as “this or the Agreement”.

2. PARTIES BOUND

- 2.1 This Agreement shall be binding according to its terms upon the following:
- (a) The Port Stephens Veterans & Citizens Aged Care Ltd (ABN: 11 109 853 278) herein known as PSVCAC;
 - (b) Health Services Union NSW Branch;
 - (c) New South Wales Nurses and Midwives’ Association (NSWNMA);
 - (d) Australian Nursing and Midwifery Federation (ANMF) (NSW Branch); and
 - (e) those employees of PSVCAC performing work within the structure contained in this Agreement.

3. COMMENCEMENT

- 3.1 The Agreement will commence seven (7) days after the approved date determined by the Fair Work Commission.
- 3.2 The Classification Structure stipulated in Schedule A - Classification Structure will commence from the first full pay period after the commencement of this Agreement.
- (a) Any translation or movements between classifications will come into effect from the first full pay period after the commencement of this Agreement.
 - (b) The parties have agreed to work together to finalise the Competency Assessments outlined in Clause 14 – Translation and Progression, during the life of this Agreement.

4. EXPIRY

- 4.1 This Agreement shall have a nominal expiry date of 3 years from the date of approval.
- 4.2 The parties agree to commence negotiation for a replacement enterprise agreement no less than three (3) months prior to the nominal expiry date of this Agreement.

5. DEFINITIONS

- 5.1 Where a term of this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition in the Act, the Regulations or the NES shall apply. Any such terms that are also defined in this Agreement are defined for the convenience only of the parties and shall be overridden to the extent of any inconsistency with the definition found in the Act, the Regulations or the NES. For the purposes of this Agreement:

Act means the Fair Work Act 2009 (as amended).

Base Rate of Pay means the rate of pay for a period worked (however the rate is described) that does not include incentive-based payments and bonuses, loadings, monetary allowances, penalty rates or any other similar separately identifiable entitlements.

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to the Australian Health Practitioner Regulation Authority as appropriate/applicable.

Continuous Engagement means the time between the commencement and cessation of duty. A shift, other than a broken shift, consists of one engagement broken only by tea and meal breaks. A broken shift consists of two or more engagements consistent with subclause 19.1– Broken Shifts.

Day Worker means an employee who is regularly rostered to work their ordinary hours Monday to Friday, 6 am to 6 pm.

Day Worker Home Care means an employee who is regularly rostered to work their ordinary hours Monday to Friday, 6 am to 8 pm.

De Facto Partner means:

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

Employee Representative means any person appointed by the employee which may include a union official.

Employment Classifications mean those set out in Schedule A to this Agreement and shall apply as if they had been reproduced in full in this clause.

FWC means Fair Work Commission.

Immediate Family means:

- a. a spouse, de facto partner, child, parent, grandparent, grandchild or sibling of the employee; or
- b. a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the employee.

National Wage Case means the annual review of minimum wage rates conducted by the FWC.

NES means the National Employment Standards as amended from time to time.

Ordinary Pay includes: the base rate of pay; any applicable over-agreement payments for ordinary hours of work. It does not include, shift or weekend penalties.

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

Shift means either a single continuous engagement or in home care a broken shift.

Shift Worker means:

- a. an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined; and/or
- b. an employee who works for more than four ordinary hours on 10 or more weekends.

A weekend means work performed in ordinary time on a Saturday and/or a Sunday in any one calendar week.

Union or Unions means the Health Services Union NSW, the New South Wales Nurses & Midwives' Association and the Australian Nursing & Midwifery Federation New South Wales Branch.

6. COMPLETE AGREEMENT

- 6.1 Other than individual agreements reached in accordance with Clause 7 - Agreement Flexibility, this Agreement is intended to cover all matters pertaining to the employment relationship. In this regard, it represents a complete statement of the mutual rights and obligations between PSVCAC and its employees to the exclusion (to the extent permitted by law) of other laws, awards, agreements (whether registered or unregistered), custom and practice and like instruments or arrangements.
- 6.2 Notwithstanding sub clause 6.1, the NES will prevail over the content of this Agreement, to the extent of any inconsistency or omission.

7. AGREEMENT FLEXIBILITY

- 7.1 PSVCAC and an employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the Agreement if:
- (a) the agreement deals with one (1) or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of PSVCAC and the employee in relation to one (1) or more of the matters mentioned in subclause 7.1(a); and
 - (c) the arrangement is genuinely agreed to by PSVCAC and the employee.
- 7.2 PSVCAC must ensure that the terms of the individual flexibility arrangement:
- (a) are about permitted matters under [section 172](#) of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under [section 194](#) of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- 7.3 PSVCAC must ensure that the individual flexibility arrangement:
- (a) is in writing; and
 - (b) includes the name of PSVCAC and the employee; and
 - (c) is signed by PSVCAC and the employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of this Agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- 7.4 PSVCAC must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- 7.5 PSVCAC or the employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or if PSVCAC and employee agree in writing – at any time.

- (b) Management when seeking to enter into an agreement must provide a written proposal to the employee. Where the employee's understanding of written English is limited management will take measures, including translation into an appropriate language, to ensure the employee understands the proposal.

8. NATIONAL EMPLOYMENT STANDARDS

- 8.1 It is the intention of this Agreement that the NES, as it may be varied from time to time, shall apply to the employees who are the subject of this Agreement. Any provisions of the NES that are also referred to or set out in this Agreement are for the convenience only of the parties.
- 8.2 Where the NES provides, or is varied to provide, a condition or entitlement more favourable (to the employee) in a particular respect than that set out in this Agreement, the condition or entitlement set out in this Agreement shall be overridden to the extent that it is less favourable than the NES.

9. NO EXTRA CLAIMS

- 9.1 The parties bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 9.2 Without limiting the generality of the foregoing and acknowledging union rights to apply to the FWC for protected industrial action, there shall be no industrial action for the purpose of supporting or advancing claims against PSVCAC until the nominal expiry date has passed and the requirements of the Act have been satisfied.
- 9.3 Where any disagreement arises, the parties shall follow the Grievance and Dispute Settlement Procedure contained in Clause 46 of this Agreement. The parties acknowledge that the terms of this Agreement represent the totality of all matters in the employment relationship and that no industrial action shall be taken in support of any matter(s) whatsoever which is (are) covered or not covered by this Agreement until its nominal expiry date has passed and the requirements of the Act have been satisfied.

10. RELATIONSHIP TO POLICIES AND PROCEDURES

- 10.1 This Agreement requires the employees to perform their duties in accordance with the policies and procedures determined by PSVCAC, in place and as varied from time to time. This Agreement does not incorporate or otherwise include as terms of this Agreement any such policy or procedure and does not affect PSVCAC's ability to vary, revoke or establish any such policy or procedure from time to time.

11. AVAILABILITY OF AGREEMENT

- 11.1 PSVCAC will ensure that copies of this Agreement and the NES are available to all employees to whom they apply either via a notice board or in a meeting room which are conveniently located at or near the workplace, or through electronic means, whichever makes them more accessible.

12. EMPLOYEE ENGAGEMENT

12.1 Minimum Employment Period

- (a) Employees (other than casual employees) will be on a period of probation for the first six (6) months of engagement for the purpose of determining the employee's suitability for ongoing employment.

- (b) At any time during the probation period, PSVCAC or the employee can terminate the employment by providing written notice in accordance with Clause 36 – Termination of Employment.
- (c) Employees will not be protected from unfair dismissal where they are terminated within the probation period ending at the earlier of:
 - (i) the time when the person is given notice of the dismissal; or
 - (ii) immediately before the dismissal.

12.2 Full-time Employees

- (a) A full-time employee is one engaged as such and whose ordinary hours of work average 38 hours per week or 76 hours per fortnight.

12.3 Part-time Employees

- (a) A part-time employee is an employee who is engaged to work less than an average of 38 ordinary hours per week or 76 hours per fortnight and whose hours of work are reasonably predictable. These employees may be referred to as part-time employees.
- (b) PSVCAC and the Employee will agree in writing prior to commencement on a regular pattern of work including the number of hours to be worked each week, the days of the week the employee will work and the starting and finishing times each day.
- (c) Part time employees have a minimum paid engagement period of three (3) hours.
- (d) The terms of the agreement may be varied by agreement between the Employer and the Employee and recorded in writing.
- (e) These agreed hours shall provide a basis for the calculation of pro-rata entitlements under this agreement. Part time employees shall be entitled to receive all benefits of a full-time employee under this Agreement on a pro-rata basis.
- (f) All time worked by part time employees in excess of 38 ordinary hours per week or 76 ordinary hours per fortnight will be paid for at the rate of time and a half for the first two (2) hours and double time thereafter, except that on Sundays such overtime will be paid for at the rate of double time and on public holidays at the rate of double time and a half.
- (g) Time worked up to the hours prescribed above in sub clause 12.3(a) will not be regarded as overtime but as additional hours for the hours worked and will be paid for at the ordinary rate of pay.

12.4 Review of Part-time Hours:

- (a) At the request of an employee, the guaranteed minimum number of hours to be worked by an employee can be reviewed after 12 months, where the employee is regularly working more than their guaranteed minimum number of hours.
- (b) Any agreement to adjust an individual employee's guaranteed minimum number of hours will be subject to resident occupancy levels, resident acuity levels and home care client needs.

- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is as a result of temporary changes to the needs of residents and/or clients.
- (d) Following any adjustment to an employee's guaranteed minimum number of hours resulting from a review identified in subclause 12.4 (a), PSVCAC management and the employee will agree in writing to the guaranteed minimum number of hours to be worked by the employee and the rostering arrangements which will apply to these hours.
- (e) Notwithstanding the process identified above for employees to request a review of their guaranteed minimum number of hours, PSVCAC will also undertake a review of guaranteed minimum number of hours for all part time employees every 12 months to determine whether individual employees are regularly working hours in excess of the guaranteed minimum number of hours. If upon this review there is justification for a permanent increase the guaranteed minimum number of hours for the employee, PSVCAC will approach the employee, discuss the proposed increase in guaranteed minimum number of hours and confirm the increase in guaranteed minimum number of hours in writing.

12.5 Casual Employees

- (a) A casual employee is an employee engaged and paid as such. Casual employees will be required to notify PSVCAC at the beginning of each month of their availability to undertake work during the following month.
- (b) Casual Employees are not entitled to payment for public holidays not worked.
- (c) Casual employees are entitled to Long Service Leave in accordance with the applicable legalisation.
- (d) Casual employees have a minimum paid engagement period of two (2) hour.
- (e) A casual employee's engagement in Home Care shall begin from the time of arrival at the client's location (whether this is the client's home or another location where the service is to be provided) and cease when they depart the client's location. Alternatively, where the Home Care employee's work location for all or a portion of an engagement is in the Employer's office, their engagement shall begin from the time they arrive at the office and cease at the time they depart.

12.6 Casual Conversion

- (a) PSVCAC will offer a casual employee conversion to permanent employment providing the casual employee meets the following criteria:
 - (i) the Employee has been employed by the Employer for 12 months; and
 - (ii) the Employee has worked a regular pattern of hours on an ongoing basis for at least the last 6 months, and which could continue working that regular pattern of hours as a permanent employee without significant changes.

- (b) PSVCAC doesn't have to offer an employee casual conversion if one of the following applies:
 - (iii) there are reasonable grounds for PSVCAC not to offer the employee casual conversion, or
 - (iv) the employee has not worked a regular pattern of hours for at least the last 6 months.
- (c) If PSVCAC is making the offer of casual conversion for an eligible employee, the offer will be in writing, within 21 days after the employee's 12 month anniversary.
- (d) If PSVCAC is not offering a casual employee casual conversion the Employer will provide the reasons for this decision in writing, within 21 days after the employee's 12 month anniversary.
- (e) If PSVCAC offers an employee casual conversion the employee can accept or decline the offer but must do so in writing within 21 days.
- (f) An employee is entitled to request casual conversion if they meet all the following criteria:
 - i. the employee has been employed by PSVCAC for 12 months and 21 days; and
 - ii. the employee has worked a regular pattern of hours on an ongoing basis for at least the last 6 months, and which could continue working that regular pattern of hours as a permanent employee without significant changes; and
 - iii. during the last 6 months the employee has not:
 - a. refused an offer of casual conversion
 - b. been told they are not being offered casual conversion due to reasonable grounds, or
 - c. made a request for casual conversion that was refused on reasonable grounds.
- (g) Reasonable grounds for refusal of casual conversion include that:
 - i. it would require a significant adjustment to the casual employee's hours of work in order for the employee to be engaged as a full-time or part-time employee in accordance with the provisions of this Agreement; or
 - ii. it is known or reasonably foreseeable that the casual employee's position will cease to exist within the next 12 months; or
 - iii. it is known or reasonably foreseeable that the hours of work which the casual employee is required to perform will be significantly reduced in the next 12 months; or
 - iv. it is known or reasonably foreseeable that there will be a significant change in the days and/or times at which the employee's hours of work are required to be performed in the next 12 months which cannot be accommodated within the days and/or hours during which the employee is available to work.

- v. the hours worked in the following circumstances will also not be incorporated in a consent and conversion:
 - 1. where 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, parental leave, workers compensation; and/or
 - 2. where the increase in hours is due to a temporary increase in hours, for example, due to the specific needs of a client.
- vi. Any grievance or dispute in relation to the review of Casual Conversion is to be resolved through the processes outlined in Clause 46 Grievance and Disputes Resolution Procedures.

12.7 Trainees

- (a) Trainees shall be employed in accordance with the provisions set out in [Schedule E](#) of the *Miscellaneous Award 2010*.

12.8 Apprentices

- (a) In addition to the above categories, employees may be engaged as Apprentices.
- (b) Apprentice means an employee who is serving a period of training under a training contract for the purpose of rendering them fit to be a qualified worker in the industry.
- (c) No apprentice shall be permitted or required to perform work which would prevent the apprentice from attending classes at their relevant training establishment.
- (d) The rates of pay for Apprentices (other than Adult Apprentices) shall be as per the rates established each year in the Aged Care Award 2010 (MA000018). As at the first pay period on or after 1 July 2023, the minimum hourly base rates are:
 - (i) Year 1 = \$14.40
 - (ii) Year 2 = \$17.02
 - (iii) Year 3 = \$20.94
 - (iv) Year 4 = \$24.87
- (e) The rates of pay for Adult Apprentices shall also be as per the rates established each year in the Aged Care Award 2010 (MA000018). As at the first pay period on or after 1 July 2023, the minimum hourly base rates are:
 - (i) Year 1 = \$20.94
 - (ii) Year 2 = \$23.97
 - (iii) Year 3 = \$23.97
 - (iv) Year 4 = \$24.87

12.9 Recognition of Service and Experience (Registered Nurses Only)

- (a) From the time of commencement of employment an employee has three months in which to provide documentary evidence to PSVCAC detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.
- (b) Until such time as the employee furnishes any such documentation contemplated in subclause (a), PSVCAC shall pay the employee at the level for which proof has been provided.

- (c) If within three months of commencing employment an employee does provide documentary evidence of other previous relevant service or experience not disclosed at the time of commencement, PSVCAC shall pay the employee at the appropriate rate as and from the date of commencement that would have been paid from that date had the additional evidence been provided at that time.
- (d) If an employee provides documentary evidence of other previous relevant service or experience not disclosed at the time of commencement after the said three (3) months period, the employee shall be paid a rate appropriate for the previous relevant service or experience then proved, but only from the date of providing that evidence to PSVCAC.
- (e) An employee who is working in the same classification for more than one organisation shall notify PSVCAC within one (1) month of the end of each quarter of their hours worked with those other employers in the last quarter.
- (f) An employee who is entitled to progress to the next year of service or experience (by reason of hours worked with other employers) as and from a particular date must provide proof of that entitlement within three (3) months of that entitlement arising. If that proof is so provided, the employee shall be paid at the higher rate as and from the date they were entitled to progress to the next year of service or experience. If the proof is provided outside that three-month period, the employee shall be paid at the higher rate only from the date that proof is provided.
- (g) A Registered Nurse who has trained outside New South Wales shall be paid as a Registered Nurse as from the date they notify PSVCAC in writing that they are eligible for registration or enrolment as a registered nurse; provided that they make application for registration within seven (7) days after being so notified that they are eligible for registration.
- (h) For the purpose of yearly progression of Registered Nurses Level 1, this is based on service and experience up to the Year 5 Pay Point, the employee must complete 1976 hours of work including any Annual Leave taken during the year.

12.10 Statutory Checks

- (a) Operators of aged care services are required to ensure employees, contractors and volunteers, who have, or are reasonably likely to have access to care recipients undergo a National Criminal History Record Check, commonly known as a Police Check, and or a National Disability Insurance Scheme (NDIS) Check.
- (b) All employees will be required to maintain a current Police/NDIS Check which will be paid for at the expense of PSVCAC and retained by PSVCAC. A copy will not be provided to the employee, but they may request to sight their Police Check/NDIS.
- (c) New employees will be required to provide their Police/NDIS Check at their own expense before commencing employment.

13. PAY AND PAYMENT

13.1 Full-Time and Part-Time Employees

- (a) The base rates of pay in the appropriate employment classification for full-time employees and for part-time employees shall be the hourly rates of pay set out in the Tables in Schedule C – Pay Rates to this Agreement.

- (b) Notwithstanding the above, the base rate of pay for Registered Nurses in Table 1 is inclusive of a buy-out of one week's annual leave which equates to 1.92% of the base rate of pay.
- (c) Full-Time Employees have the benefit of all of the other entitlements set out in this Agreement.
- (d) Part-Time Employees have the benefit of all of the other entitlements set out in this Agreement on a pro rata basis in the same proportion as their ordinary hours of work relate to full-time hours.

13.2 Casual Employees

- (a) The base rates of pay in the appropriate employment classification for casual employees shall be the hourly rates of pay set out in Table 1 of Schedule C – Pay Rates to this Agreement. In addition, a loading of 25% of that rate will be paid instead of the paid leave entitlements accrued by full-time and part time employees.
- (b) Other penalty payments for casual employees shall be made pursuant to Clause 22 - Shift and Weekend Work.
- (c) A casual employee will be paid shift allowances calculated on the ordinary pay excluding the casual loading with the casual loading component then added to the penalty rate of pay.
- (d) Casual Employees: Casual employees shall have an entitlement to long service leave as governed by the provisions of the Long Service Leave Act 1955 (NSW).

13.3 Increases in Pay Rates and Allowances

- (a) The ordinary rates of pay are set out in Schedule C – Pay Rates. These rates represent the current pay rates effective from the first full pay period on after 1 July 2023.
- (b) No other adjustments are proposed to these rates for Financial Year 2023-24 outside of adjustments determined by the FWC associated with the Aged Care Work Value Case or small adjustments associated with translation to the new structure as outlined in sub clause 14.2.
- (c) Adjustments to the Wage Rate table contained in will be either 2.5% or the percentage increase of the minimum wage as determined by FWC – whichever is the greater amount.
- (d) For subsequent years the adjustments to the Wage Rates each year where these rates are at the Award Rates will be the minimum wage as determined by FWC resulting from the annual National Wage Case Decision.
- (e) For those staff where they are currently paid at a rate above the Awards these rates will be increased annually during the life of the agreement by 2.5%. In the event that following the 2.5% adjustment, the individual rate drops below the Award rate, the employee will have their rate adjusted to the award rate at that time and subsequent increases to that individual rate will be as determined by FWC resulting from the annual National Wage Case Decision.
- (f) All adjustments to the Wage Rate Table will take effect from the first full pay period on or after 1 July of each year.
- (g) The Allowances are set out in Schedule D –Allowances.
- (h) The Allowances in Schedule D –Allowances, represent the current rates and will also be effective from the first full pay period on after 1 July 2023.

- (i) For subsequent years the adjustments to the Allowances will be increased by the percentage increase of the minimum wage as determined by FWC resulting from the annual National Wage Case Decision.
- (j) All adjustments to the Allowance Table will take effect from the first full pay period on or after 1 July of each year.

13.4 Payment of Wages

- (a) Wages shall be paid fortnightly.
- (b) Employees shall have their wages paid by direct deposit or electronic transfer into one account with a bank or other financial institution as nominated by the employee.
- (c) Wages shall be deposited by PSVCAC in sufficient time to ensure that wages are available for withdrawal by employees by the close of business on pay day. Where the wages are not available to the employee by such time due to circumstances beyond PSVCAC's control, PSVCAC shall not be held accountable for such delay.
- (d) Where the services of an employee are terminated with due notice, all moneys owing shall be paid upon cessation of employment, but in the case of termination without due notice, within three (3) working days.
- (e) Where PSVCAC has overpaid an employee, PSVCAC shall notify the employee in writing of such overpayment and how such overpayment is made up, and may recover such amounts, with the agreement of the employee as to the amount of the overpayment and method of such recovery. This sub-clause authorises the use of deductions from wages for the purpose of such recovery. All such deduction from wages must be authorised in writing by the employee.

13.5 Particulars of Wages

- (a) On pay day each employee shall be provided with a pay slip in electronic form which complies with the relevant provisions of the Act.

13.6 Remuneration Packaging

- (a) Where agreed between PSVCAC and an employee, PSVCAC may introduce remuneration packaging. The terms and conditions of such packaging arrangements may make provision for a salary greater than that contained in the salary band. The package overall shall not be less favourable than the entitlements otherwise available under this Agreement on a global or overall basis and shall be subject to the following provisions:
 - (i) management shall ensure that the structure of any individual package complies with taxation and other relevant laws;
 - (ii) management shall confirm in writing to the employee the classification level and the current salary payable as applicable to the employee under this Agreement;
 - (iii) management shall advise the employee in writing of their right to choose payment of that salary referred to in subclause (ii) above instead of a remuneration package;
 - (iv) management shall advise the employee, in writing, that all Agreement conditions, other than the salary and those conditions as agreed in subclause (v) below shall continue to apply;
 - (v) when determining the remuneration package, the non-salary fringe benefit shall be in accordance with relevant Australian Taxation Office legislation;

- (vi) a copy of the Agreement shall be made available to the employee;
- (vii) the employee shall be entitled to inspect details of the payments made under the terms of this Agreement;
- (viii) the configuration of the remuneration package shall remain in force for the period agreed between the employee and PSVCAC;
- (ix) where at the end of the agreed period the full amount allocated to a specific benefit has not been utilised, by agreement between PSVCAC and the employee, an unused amount may be carried forward to the next period, or paid as salary which will be subject to usual taxation requirements;
- (x) remuneration packaging is only offered on the strict understanding and agreement that in the event existing taxation law is changed regarding Fringe Benefit Tax or personal tax arrangements, and that change may impact on this Agreement, all salary packaging arrangements may at the discretion of PSVCAC be terminated. Upon termination in these circumstances the employee's rate of pay will revert to the rate of pay that applied immediately prior to a salary packaging agreement made pursuant to this clause, or the appropriate agreement rate of pay whichever is greater;
- (xi) where changes are proposed to salary packaging arrangements other than to flow on wage increases, or salary packaging arrangements are to be cancelled for reasons other than legislative requirements, then management and/or the employee must give three (3) months' notice of the proposed change;
- (xii) in the event that an employee ceases to be employed by PSVCAC this Agreement will cease to apply as at the date of termination and all leave entitlements due on termination shall be paid at the rates in accordance with subclause (ii) above. Any outstanding benefit shall be paid on or before the date of termination; and
- (xiii) any pay increases granted to employees under this Agreement shall also apply to employees subject to remuneration packaging arrangements within this clause.

13.7 Superannuation

- (a) PSVCAC will make superannuation contributions into an approved Superannuation Fund nominated by the employee in accordance with the Superannuation Guarantee (SG) legislation as varied from time to time.
- (b) An 'approved fund' means:
 - (i) Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or
 - (ii) Aware Super; or
 - (iii) any agreed complying superannuation fund that is a fund that offers a MySuper product; provided that PSVCAC shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- (c) An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- (d) Should an employee fail to nominate a fund, management will choose one of the above approved funds as the default fund into which contributions shall be paid under this Agreement.

- (e) The superannuation contributions will be paid at ordinary time earnings, which for the purpose of this Agreement include over-agreement payments, shift, weekend and public holiday loadings, annual leave loading, allowances and bonuses.
- (f) **Contributions**
 - (i) PSVCAC shall make superannuation contributions into an approved fund on a monthly basis. With respect to casual employees, contributions shall be remitted at least quarterly.
- (g) **Salary Sacrifice to Superannuation**
 - (ii) an employee can elect to sacrifice a portion of salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
 - (iii) salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
 - (iv) PSVCAC will not use any amount that is salary sacrificed by an employee to count towards PSVCAC's obligation to pay contributions under the SG legislation.
 - (v) contributions payable by PSVCAC in relation to the SG legislation shall be calculated by reference to the salary which would have applied to the employee under this Agreement in the absence of any salary sacrifice.
 - (vi) any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives PSVCAC's SG contributions.
 - (vii) any allowance, penalty rate, loadings, overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the employee in the absence of any salary sacrifice to superannuation. Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

14. TRANSITIONAL ARRANGEMENTS

- 14.1 All employees covered by this Agreement from the date of approval of this Agreement, will have their existing classifications from the current EBA translated to the Classification level in the new agreement and the appropriate Pay Point for that Classification level in accordance with the Translation Table Description as outlined in Schedule B – Translation Table and Schedule C – Pay Rates.
- 14.2 In some cases, this translation will result in a small translation increase for individual employees as they translate into the new structure.
- 14.3 Where an employee, whose classification was paid a rate of pay above the 2017 Enterprise Agreement rates, they will translate to the relevant level in the new structure and receive no additional increases outside of the percentage increases determined by the FWC as outlined in Clause 13.3.

15. CLASSIFICATION, TRANSLATION AND PROGRESSION

15.1 All employees covered by this Agreement will be classified according to the structure and definitions set out in Schedule A – Classification Structure. Employees shall be advised of their classification and any changes in writing.

15.2 Existing Employees:

- (a) As outlined in sub clause 14.2, existing PSVCAC employees will have their positions translated to the new classification structure in accordance with Schedule B – Translation Table.

15.3 New Employees:

- (a) New employees will be appointed to a level appropriate to their skills and experience. For Levels which have multiple Pay Points, new employees shall be appointed at Pay Point 1 except where, subject to senior management approval, PSVCAC and the employee agree the employee has the necessary skills and experience to warrant their appointment to a higher level. In this case they may be appointed at Pay Point 2.
- (b) New employees must complete their probation period at PSVCAC before applying to undergo a competency assessment.
- (c) Registered Nurses shall be appointed to the level that aligns with their experience with the maximum level being Year 5, Level 1 and Year 4 Level 2.

15.4 Progression through pay points:

- (a) Other than Registered Nurses Level 1 and 2, employees will be able to make an application to progress through the pay points of their level based upon the competency assessment process. Employees will be able to make one application per year for progression through Pay Points.
- (b) Registered Nurses Level 1 pay rates progress by years of experience to Year 5 as is the current practice. Competence progression is only available to Level 1 Registered Nurses once they have reached Year 5 Pay Point 1.
- (c) Registered Nurses Level 2, pay rates progress by years of experience to Year 4. Competence progression is only available to Level 2 Registered Nurses once they have reached Year 4 Pay Point 1. Employees will be able to make one application per year for progression through Pay Points.
- (d) Employees will be deemed competent for progression based upon achieving a satisfactory result in all areas of the checklist. This will be confirmed by the Chair of the Competency Assessment Committee.
- (e) Employees will be provided with the competencies appropriate for their level and the details of the training and development and demonstrated competencies required to progress to higher pay points or higher levels. PSVCAC will take reasonable steps to assist employees to realise their goals of achieving a higher pay point or level.
- (f) Employees who are appointed to a new level in the structure will commence at Pay Point 1 within that level. In order to progress from Pay Point 1 to Pay Point 2, employees will need to have completed at least 12 months in the role and successfully complete the full Competency Assessment for that level.

- (g) During the period prior to the employee being eligible to complete a Competency Assessment to progress to the next pay point, management will provide the employee with feedback on their progress to enable the employee to develop the necessary knowledge, skill and ability to successfully complete the assessment.
 - (h) Employees who have made an unsuccessful application and were deemed not yet competent, may reapply for assessment of their unsuccessful application after at least three (3) months from the date of the unsuccessful assessment. No other applications can be made in the calendar year after this reapplication is completed irrespective of the outcome of this reapplication.
 - (i) Employees who are deemed not yet competent will be provided with feedback on areas for improvement and additional training where required.
 - (j) Where an employee does not agree with the outcome of a competency assessment, they may appeal the decision in accordance with Clause 46 – Grievance and Dispute Resolution Procedures.
- 15.5 Where a vacancy exists at a higher classification level, employees at any pay point may apply. All appointments to a higher level will be based on merit. This requirement does not apply to progression from Aged Care Employee – General Level 1 to Level 2 as this is progression based upon completed hours of experience. In all other classifications this will occur in accordance with the progression requirements for Level 1 Employees outlined in the Classification Structure.
- 15.6 Competency Assessments - competencies will be:
- (a) transparent;
 - (b) directly relate to the work/practice setting and essential skills required to complete tasks at the relevant classification level;
 - (c) expressed and structured in a way that allows an objective clinical/practical examination of essential skills and practice; and
 - (d) relevant to the employee’s context and scope of work/practice.
- 15.7 Competency Assessments are to be undertaken by a person designated by PSVCAC as an assessor (usually the Department Manager), in accordance with a competency checklist.
- 15.8 Assessors will:
- (a) be trained as assessors by PSVCAC in accordance with the principles established by the parties in the development of the Competency Assessments as required in subclause 15.6(b);
 - (b) base their assessment on knowledge of the employee’s performance;
 - (c) have specialised knowledge relevant to the employee’s field; and
 - (d) be fair, transparent and impartial.
- 15.9 Final approval of pay point progression based upon competency will be determined by the Competency Assessment Committee.

16. HOURS

16.1 Reasonable Additional Hours

- (a) For full time employees, all hours worked over an average of 38 ordinary hours per week, will be deemed to be additional hours. From time to time, full-time employees may be required to work a reasonable number of additional hours.

- (b) For part-time employees, all hours worked over their rostered hours per fortnight will be deemed to be additional hours. Part-time employees can be asked, but not required, to agree to work a reasonable number of additional hours. Agreed additional hours will be reasonable and in line with the employee's stated work availability.
- (c) An employee may refuse to work additional hours in circumstances where the working of additional hours would result in the employee working hours that are unreasonable having regards to:
 - (i) any risk to employee health and safety from working the additional hours;
 - (ii) the employee's personal circumstances, including family responsibilities;
 - (iii) the needs of PSVCAC in which the employee is employed;
 - (iv) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, working additional hours;
 - (v) any notice given by PSVCAC of any request or requirement to work the additional hours;
 - (vi) any notice given by the employee of their intention to refuse to work the additional hours;
 - (vii) the usual patterns of work performed at PSVCAC, in which the employee works;
 - (viii) the nature of the employee's role, and the employee's level of responsibility;
 - (ix) whether the additional hours exceed an average of 38 hours per week or 76 hours per fortnight; or
 - (x) any other relevant matter.

16.2 Arrangement of Hours

- (a) The ordinary hours of work, exclusive of meal times, shall not exceed an average of 38 hours per week or 76 hours per fortnight.
- (b) The hours of work prescribed in subclause (a) may be arranged as follows:
 - (i) 76 hours per fortnight to be arranged so that each employee shall not work their ordinary hours on more than ten days in the fortnight; or
 - (ii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on more than 20 days in the 28 calendar-day cycle; or
 - (iii) 152 hours in a 28 calendar-day cycle to be arranged so that each employee shall not work their ordinary hours on no more than 19-days with the twentieth day taken as an Allocated Day Off (ADO); or
 - (iv) as otherwise agreed in writing between PSVCAC and the employee.
- (c) Employees will be rostered free from duty for not less than 2 full days in each week or 4 full days in each fortnight or 8 full days in each 28-day cycle. Where practicable days off will be consecutive. These days are referred to as "Rostered Days Off" (RDO's).
- (d) Each shift shall consist of no more than 10 hours of work at ordinary time (not including unpaid breaks).

- (e) An employee shall not work more than seven consecutive shifts unless by mutual agreement. This agreement must be confirmed by way of an Individual Flexibility Agreement as described in Clause 7 – Agreement Flexibility.
- (f) Except for meal breaks and the periods not worked in broken shifts, all time from the commencement to the cessation of duty each shift shall count as working time. PSVCAC will ensure there is provision for handover between Supervisory and Clinical staff at the commencement of each shift to inform of any changes to a resident's health status.

16.3 Minimum Starts

- (a) Full time employees shall receive a minimum payment of four (4) hours for each start.
- (b) Part time employees shall receive a minimum payment of three (3) hours for each start. Hours worked may involve multiple activities performed across the organisation where the total time paid is not less than three (3) hours. In the case of Home Care these hours maybe over a day.
- (c) Casual employees shall receive a minimum payment of two (2) hour for each engagement.
- (d) Minimum start provisions apply to the attendance of training or compulsory meetings as these activities where practicable will be undertaken during ordinary hours. This time will include travel to meetings. Where an employee is subject to a disciplinary matter, every effort will be made to have meetings in relation to this matter will be held during normal hours. Where this is not possible employees will attend, and paid at the ordinary rate of pay, and the minimum start provisions outlined above will not apply.

16.4 Allocated Days Off (ADO)

- (a) Current full-time employee whose ordinary hours of work are arranged in accordance with sub-clause 16.2 (b)(iii) shall be entitled to an ADO in each cycle of 28 days.
- (b) This provision does not apply to current employees who do not already work in accordance with the provisions outlined above or any new employees from the approval of this Agreement. This includes part time employees being converted to permanent full time employment.
- (c) The ordinary hours of work on each of those days shall be arranged to include a proportion of one (1) hour on the basis of 0.4 of one hour for each eight (8) hour shift worked which shall accumulate towards the employee's allocated day off duty on pay.
- (d) A full-time employee's ADO shall be determined by mutual agreement between the employee and PSVCAC having regard to the needs of the place of employment or sections thereof. Such ADO shall, where practicable, be consecutive with the rostered days off, provided that ADO's shall not be rostered on public holidays.
- (e) Where PSVCAC and the employee agree, up to 5 ADO's may be accumulated and taken in conjunction with the employee's annual leave or at another agreed time.

- (f) Where more than five (5) days have been accumulated, PSVCAC may require the employee to:
 - (i) take the ADO's within three (3) months; or
 - (ii) be paid out the ADO's at ordinary pay.
- (g) No time towards an ADO shall accumulate during periods of workers' compensation, unpaid parental leave, long service leave, any period of unpaid leave, annual leave or on an ADO.
- (h) Credit towards an ADO shall continue to accumulate whilst an employee is on paid personal/carers leave. Where an allocated day off duty falls during a period of personal/carers leave, the employee's available sick leave shall not be debited for that day.
- (i) Employees entitled to ADO's shall continue to accrue credits towards them in respect of each day those employees are absent on leave in accordance with Clause 24 - Public Holidays.
- (j) An employee will be paid for any accumulated ADOs, at ordinary pay, on the termination of their employment for any reason.

17. ROSTERS

- 17.1 Employees shall work in accordance with a fortnightly or four weekly roster set by PSVCAC.
- 17.2 PSVCAC shall publish the roster, in a place accessible to employees in either hard copy or electronically, detailing the ordinary hours of work and starting and finishing times for each permanent employee.
- 17.3 A roster may be altered at any time to enable the services of PSVCAC to be carried on where another employee is absent from duty on account of illness or in an emergency. Where such alteration involves an employee working on a day which would have been his or her Rostered Day Off (RDO), such employee will be paid in accordance with this agreement.
- 17.4 Sub-clause 17.3 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 (4) RDO's in that fortnight, as the case may be.
- 17.5 In exceptional circumstances PSVCAC may require an employee to change their rostered shift. Where such a change is required without two days' notice an allowance equivalent to the PM shift allowance will be paid for that shift.
- 17.6 A standard roster for each fortnight (or four (4) weeks) will be published two (2) weeks prior to the commencement of the roster. Staff can request changes to this roster up to one (1) week prior to the commencement of the roster. After this date management will amend the roster to ensure all shifts are filled. Management will use its best endeavours to accommodate staff preferences. However, it is recognised that in order to fill vacancies and ensure an appropriate skill mix on any roster an employee may be allocated a shift that is not their preferred shift.
- 17.7 The principles which will inform the rostering allocations are as follows:
 - (a) rostering preferences will be accommodated as far as possible on a case by case basis, consistent with filling the roster in accordance with experience and skill mix requirements. Employees will be obligated to comply with rostering requirements.
 - (b) a skill mix of Registered Nurses, Enrolled Nurses and Carers appropriate to meet the needs of resident care.

- (c) employees will be rotated from time to time to ensure employees can be competent to work in other areas or units, however, as far as possible the same staff will be allocated to the same residents to ensure continuity of care.
 - (d) considerations will be made to avoid fatigue and generally staff will not be rostered for not more than six (6) consecutive shifts.
- 17.8 Part-time and casual staff who wish to work additional hours must advise PSVCAC of their availability on a fortnightly basis, so these employees can be contacted as a priority to fill available hours.
- 17.9 Where vacant shifts exist, PSVCAC will, wherever possible, offer additional shifts to permanent part-time employees before they are offered to casual employees or agency staff.

18. BREAKS

18.1 Tea Breaks

- (a) Each employee will be entitled two separate ten (10) minute tea breaks (in addition to their meal breaks) duty during each ordinary shift of 7.6 hours or more. The two ten (10) minute tea breaks may alternatively be taken as one of 20 minute tea break, or by one ten (10) minute tea break with the employee allowed to proceed off duty ten minutes before the completion of the normal shift finishing time.
- (b) Where an employee works four (4) hours or more but less than 7.6 hours, the employee shall be allowed one ten (10) minute tea break.
- (c) Such tea break/s shall count as working time.

18.2 Meal Breaks

- (a) Employees shall not be required to work more than five (5) hours without a meal break. Such meal break shall be of between 30 and 60 minutes duration and shall not count as time worked.
- (b) Where an employee requests in writing, in accordance with the provisions of Clause 7 – Agreement Flexibility and PSVCAC agrees, an employee may work up to six hours (6) without a meal break.
- (c) Where an employee involved in the provision of Home Care and the employee is required by PSVCAC 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 ordinary pay, and sub clause 18.2(a) does not apply. This paid meal break is to be counted as time worked.
- (d) Notwithstanding the provisions of sub-clause 18.2, an employee required to work in excess of ten (10) hours in a shift shall be entitled to a 60-minute meal break. Such time shall be taken as either two thirty-minute meal breaks or one 60-minute meal break, subject to agreement between PSVCAC and the employee.

18.3 Breaks Between Shifts

- (a) An employee will be allowed a break of not less than ten (10) hours between the termination of one shift or period of duty and the commencement of another.
- (b) By mutual agreement, the ten (10) hour break between shifts may be reduced to eight (8) hours.

19. HOME CARE

19.1 Broken Shifts

- (a) The provisions of this clause only apply to employees engaged in the provision of Home Care.
- (b) An employee may agree to work broken shifts at any time for any duration; however, an employee may also be required by PSVCAC to work broken shifts.
- (c) A broken shift means a rostered shift worked by an employee that includes more than one (1) engagement (not a continuous shift).
- (d) Payment for a broken shift shall be at ordinary pay, with penalty rates and shift allowances in accordance with Clause 22 – Shift and Weekend Work and Clause 23 – Public Holidays, with shift allowances being determined by the finishing time of the broken shift.
- (e) All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- (f) An employee must receive a minimum break of ten (10) hours between broken shifts rostered on successive days.
- (g) Where a broken shifts is worked, the employee will be paid allowances per break in accordance with the Item 1 of Schedule D – Allowances.

19.2 Sleepovers

- (a) A sleepover refers to when an employee is required, and agrees, to sleep overnight at a client's premises.
- (b) Sleepover shifts may only be worked by mutual agreement.
- (c) The span for a sleepover will be a continuous period of eight (8) hours. The employee will be paid an allowance per rostered shift in accordance with Item 2 of Schedule D – Allowances.
- (d) In the event the employee on sleepover is required to perform work during the sleepover period, the employee will be paid for the time worked at overtime rates, with a minimum payment of one (1) hour worked per occasion. Employees will be required to provide formal evidence to management of each event and payment for the event will be subject to management approval.
- (e) PSVCAC may roster an employee to perform work immediately before and/or after the sleepover period. The minimum number of hours for this work shall be in accordance with minimum start provisions, and may be worked before the sleepover commences, after the sleepover concludes, or a combination of both.
- (f) Employees will be provided, with a bed in a private room, where available, and use of facilities for each night when the employee sleeps over.

19.3 24 Hour Care

- (a) 24-hour care shifts may only be worked by agreement. A 24-hour care shift requires an 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 services specified in the care plan. PSVCAC will endeavour to ensure that the specified services and support in relation to the care plan does not require an employee to provide more than a total of eight (8) hours of care during the 24-hour period.

- (b) The employee engaged will be paid eight (8) hours at 175% of their ordinary rate of pay for each 24-hour period, plus weekend penalties and public holiday penalties as appropriate. The weekend penalty is based on the ordinary rate of pay.
- (c) If an employee is required to provide more than a total of eight (8) hours of care, all time worked in excess of eight (8) hours shall be paid at the applicable overtime rate. An employee may refuse to work more than 8 hours' work during a 24-hour care shift in circumstances where the requirement to work those additional hours is unreasonable.
- (d) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for an employee engaged in 24-hour care, PSVCAC shall reimburse such reasonable amounts for same, upon proof of expenditure. Reasonable amounts will be determined based upon the ATO reasonable expenditure rates for food and drink.
- (e) The employee will have the opportunity to sleep during a 24-hour care shift and, a bed in a private room will be provided for the employee, where available and use of facilities.

19.4 Excursions

- (a) Excursions may only be worked by agreement. An excursion requires an employee to supervise clients or residents in excursion activities involving overnight stays away from the client/resident's home. The following provisions will apply to excursions:
 - (i) the employee is required to provide specified services and support in relation to the excursion care plan. PSVCAC will endeavour to ensure that the specified services and support in relation to the care plan does not require the employee to provide more than a total of eight (8) hours of work during each 24-hour period.
 - (ii) the employee engaged will be paid eight (8) hours at 175% of their ordinary rate of pay for each 24-hour period (or part thereof), plus weekend penalties and public holiday penalties as appropriate. The weekend penalty is based on the ordinary rate of pay.
 - (iii) for the purposes of calculating payment, the 24-hour period shall commence from the commencement of the shift as specified in the excursion care plan.
- (b) If an employee is required to provide more than a total of eight (8) hours of care, all time worked in excess of eight (8) hours shall be paid at the applicable overtime rate.
- (c) In the event that all or some of the meals of breakfast, lunch and dinner are not provided for an employee engaged on a client excursion, PSVCAC shall reimburse such reasonable amounts for same, upon proof of expenditure. Reasonable amounts will be determined based upon the ATO reasonable expenditure rates for food and drink.
- (d) The employee will be provided with a bed in a private room where available and use of facilities for each night of the excursion.

19.5 Client Cancellation

- (a) The following provisions that are applicable for full-time and part-time employees when a client cancels or changes a scheduled home care, within 7 days of the scheduled service.

- (b) When this occurs, the PSVCAC will be able to either:
 - (i) direct the employee to perform other work during those hours in which they were rostered; or
 - (ii) cancel the rostered shift or the affected part of the shift.
- (c) If the employee performs other work during those hours, they will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- (d) If PSVCAC cancels the rostered shift or the affected part of the shift, PSVCAC will either:
 - (i) pay the employee the amount they would have received had the shift or part of the shift not been cancelled; or
 - (ii) provide the employee with make-up time in accordance with sub clause 19.5(d) if the employee was notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service.
- (e) If the employee is notified of the cancelled shift (or part thereof) at least 12 hours prior to the scheduled commencement of the cancelled service and PSVCAC decides to provide make-up time, the following provisions apply:
 - (i) PSVCAC will provide the employee with 7 days' notice of the makeup-time (or a lesser period by agreement with the employee);
 - (ii) the make-up time must be worked within 6 weeks of the date of the cancelled service;
 - (iii) PSVCAC will consult with the employee in accordance with Clause 43 - Consultation about changes to rosters or hours of work regarding when the make-up time is to be worked;
 - (iv) the make-up time can include work with other clients or in other areas of PSVCAC's business provided the employee has the skill and competence to perform the work; and
 - (v) an employee who works make-up time will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.

19.6 Travel Arrangements

- (a) Where a Home Care employee is rostered to work at different locations, they shall be paid for the time taken to travel via the most direct available route between clients. This excludes travel to the first place of work and travel from the last place of work.
- (b) Payment for travel time will, at the discretion of PSVCAC, be at the hourly rate of pay for the time taken to travel between locations.
- (c) Where a Home Care employee uses their motor vehicle within a continuous engagement to travel between clients, the employee is entitled to be reimbursed in accordance with Item 5 of Schedule D –Allowances to this Agreement.

- (d) Where a Home Care employee uses their motor vehicle on a Broken Shift and is required to travel to clients at different locations, the employee will be reimbursed for this travel. Reimbursement shall be based on the amount of kilometres between the two clients, paid in accordance with Item 5 of Schedule D –Allowances to this Agreement.
- (e) Where a Home Care employee incurs exceptional travel in the course of performing their duties, such circumstances will be dealt with on a case-by-case basis. In these circumstances, it is the responsibility of the employee to request reimbursement for the exceptional travel from PSVCAC. PSVCAC will not unreasonably withhold reimbursement.
- (f) All other travel to, from and between clients is, for the purposes of this subclause, not reimbursable without written authority from PSVCAC.

19.7 Other Matters – Home Care

(a) Roster changes:

- (i) PSVCAC will publish the roster, in a place accessible to employees in either hard copy or electronically which details:
 - a. the ordinary hours of work for each employee;
 - b. each sleepover; and
 - c. RDO's where applicable.
- (ii) the roster shall be published two (2) weeks prior to the commencing date of the first working period in any roster.
- (iii) appropriate consultation should be undertaken with individuals where roster changes are to be of a more permanent nature.
- (iv) communication of roster and permanent changes to the roster will be via telephone communication, direct contact, email or text message or via the Procura App will be accepted.
- (v) employees engaged in Home Care will be required to advise management of their availability with respect to rostering outside of their regular roster.
- (vi) employees who wish to change their agreed availability are able to do so, simply by providing management with 48 hours notice.
- (vii) communication of any changes after 4.30 pm of a rostered shift on the following day, or on the day of a rostered shift, will be communicated by direct contact, being telephone call or text message in the first instance and this is confirmed when the employee refreshes their Home Care app.

(b) Client supplied equipment, materials and tools

- (i) Where the client supplies equipment, materials and tools to a Home Care employee, PSVCAC shall ensure that they are of reasonable quality and comply with safety standards.

20. OVERTIME

20.1 Overtime is paid in the following circumstances:

- (a) Where an employee:
 - (i) works in excess of ten (10) hours per shift; or
 - (ii) works in excess of 76 hours per fortnight; or
 - (iii) works in excess of 152 hours per 4 week cycle; or

- (iv) works additional hours on a day that means the employee has not had their rostered days off (as defined).
 - (b) Where an employee is deprived of part or their break between shifts as required by subclause 18.3.
 - (c) An employee who is directed by PSVCAC to work through their meal break will be eligible to be paid overtime under this clause until their meal break is taken. Where an employee refuses to take their meal break when directed by PSVCAC, they are not eligible to be paid overtime for a missed meal break under this clause.
 - (d) Overtime shall be paid at the ordinary rate of pay in accordance with the following:
 - (i) Monday to Friday - Overtime shall be paid time and one half up to two (2) hours each day and thereafter double time;
 - (ii) Saturday and Sunday - Overtime shall be paid at double time;
 - (iii) Public Holidays - Overtime shall be paid double time and one-half;
 - (iv) Overtime rates under this clause will be in substitution for and not cumulative upon the shift and weekend penalties prescribed in Clause 22 - Shift and Weekend Work.
- 20.2 When overtime work is necessary, it will, wherever reasonably practicable, be so arranged that employees have at least ten (10) consecutive hours off duty between the work of successive days or shifts, including overtime.
- 20.3 An employee, other than a casual employee, who works so much overtime between the termination of their ordinary hours of work on one day and the commencement of their ordinary work on the next day, that they have not had at least ten (10) consecutive hours off duty between those times, will be released after completion of such overtime, until they have had ten (10) consecutive hours off duty without loss of pay for ordinary working time occurring during such absence.
- 20.4 If, on the instruction of PSVCAC, an employee resumes or continues work without having had ten (10) consecutive hours off duty, they will be paid at the rate of double time until released from duty for such period. The employee will then be entitled to be absent from work until they have had ten (10) consecutive hours off duty without loss of pay for rostered ordinary hours during the absence.
- 20.5 For the purposes of assessing overtime, each day shall stand alone, provided that where any one period of overtime is continuous and extends beyond midnight, all overtime hours in this period shall be regarded as if they had occurred within the one day.

21. RECALL TO WORK

- 21.1 Employees who are recalled to return to work after leaving PSVCAC shall be paid in accordance with the minimum start provisions as outlined in Clause 16.3. These hours shall be paid at the applicable overtime rate for each time so recalled. Except in unforeseen circumstances, an employee shall not be required to work the full hours if the tasks they were recalled to perform are completed within a shorter period.
- 21.2 An employee recalled to work shall be reimbursed reasonable travel expenses incurred in respect of the recall to work.
- 21.3 Where an employee has not been provided with a vehicle by PSVCAC for the purposes of returning to work, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 5 of Table 2 of Schedule D –Allowances to this Agreement.

- 21.4 Employees may be rostered to provide telephone support remotely to other employees outside their regular hours. When rostered in this capacity, the employee shall be paid for work performed during the period. When work is required, employees shall be paid a minimum of one hour at their ordinary rate of pay. Where the total amount of work required exceeds one hour (whether this be in a single or multiple calls), the employee will be paid for the time worked rounded to the nearest 15 minutes at the appropriate overtime rate.
- 21.5 For the purposes of subclause 21.4 above, telephone support does not require employees to physically return to the workplace. It requires remote support on an as-needs basis via phone or other mobile devices provided by PSVCAC, with email and internet access that may also be used for this service.

22. SHIFT AND WEEKEND WORK

- 22.1 Employees, other than those providing Home Care, shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following. Provided that part time and casual employees shall only be entitled to the additional rates where their shifts commence prior to 6:00 am, or finish subsequent to 6:00 pm:
- (a) 10% for afternoon shift commencing after 10:00 am and before 1:00 pm.
 - (b) 12.5% for afternoon shift commencing at or after 1:00 pm and before 4:00 pm.
 - (c) 15% for night shift commencing at or after 4:00 pm and before 4:00 am.
 - (d) 10% for night shift commencing at or after 4:00 am and before 6:00 am.
- 22.2 Employees involved in the provision of Home Care, shall be paid the following penalties, calculated on their ordinary pay, for shifts rostered in accordance with the following.
- (a) 12.5% for afternoon shift which finishes after 8.00 pm and at or before 12 midnight Monday to Friday.
 - (b) 15% for night shift which finishes after 12 midnight or commences before 6.00 am Monday to Friday.
- 22.3 In addition to applicable shift penalties, described above, casual employees will also be entitled to the casual loading calculated on their ordinary rate of pay.
- 22.4 Permanent employees other than those engaged primarily in Home Care work, shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday - time and one half.
 - (b) for work between midnight on Saturday and midnight on Sunday time and three-quarters.
- 22.5 Permanent employees engaged primarily in Home Care work, shall be paid the following penalties for ordinary hours of work occurring on a Saturday or a Sunday:
- (a) for work between midnight on Friday and midnight on Saturday - time and one half.
 - (b) for work between midnight on Saturday and midnight on Sunday double time.
- 22.6 A casual employee who works on a weekend will be paid the following rates:
- (a) for work between midnight on Friday and midnight on Saturday - time and three quarters.
 - (b) for work between midnight on Saturday and midnight on Sunday – double time and one quarter.

23. PUBLIC HOLIDAYS

- 23.1 The parties acknowledge that PSVCAC provide services to its residents and clients 24 hours a day 7 days a week. This Agreement expressly contemplates that PSVCAC will require certain employees to work on Public Holidays, and the parties acknowledge that the nature of the work performed by the employee, the type of employment (for example, whether full-time, part-time, casual or shift work) and the nature of PSVCAC's workplace will determine which employees will be required to work on public holidays, or particular public holidays.
- 23.2 Notwithstanding this statement, PSVCAC may also request any employee who is not normally working on a public holiday to work on a particular Public Holiday.
- 23.3 An employee who, without the consent of PSVCAC or without reasonable cause, such as personal/carers leave, is absent from work on a Public Holiday after agreeing to work on a Public Holiday, is not entitled to any payment for such Public Holiday.

<p>For example: If an employee does not normally work on Friday but is requested and agrees to work on Good Friday and they do not attend for work without reasonable cause, they will not receive payment for that day.</p>

- 23.4 The employee may refuse the request (and take the day off) if the employee has reasonable grounds for doing so. In determining whether a request, or a refusal of a request, to work on a Public Holiday is reasonable, the following will be taken into account:
- (a) the nature of PSVCAC's workplace as stated in subclause 23.1, and the nature of the work performed by the employee;
 - (b) the employee's personal circumstances, including family responsibilities;
 - (c) whether the employee could reasonably expect that PSVCAC might request work on the Public Holiday as outlined in subclause 23.1;
 - (d) whether the employee is entitled to receive overtime payments, penalty rates or other compensation for, or a level of remuneration that reflects an expectation of, work on the public holiday;
 - (e) the type of employment of the employee (for example, whether full-time, part-time, casual or shift work);
 - (f) the amount of notice in advance of the public holiday given by PSVCAC when making the request;
 - (g) in relation to the refusal of a request -- the amount of notice in advance of the Public Holiday given by PSVCAC when refusing the request;
 - (h) any other relevant matter.
- 23.5 Public Holidays shall be allowed to employees without loss of ordinary pay.
- 23.6 For the purposes of this agreement, the following shall be deemed to be public holidays:
- (a) New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; Queen's Birthday; Labour Day; Christmas Day; Boxing Day; and
 - (b) any other day, or part-day, declared or prescribed by or under a law of a State or Territory to be observed generally within the State or Territory as a public holiday, other than a day or part-day, or a kind of day or part-day, that is excluded by the regulations from counting as a public holiday.
- 23.7 If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of subclause 23.6(a), then the substituted day or part-day is the public holiday.

23.8 Additional Public Holiday

- (a) Where, in accordance with subclause 23.6, less than a full day is proclaimed and observed as a public holiday, within the calendar year and within the area in which PSVCAC is situated, a full day will be observed as a public holiday between Christmas and New Year, within the days Monday to Friday inclusive and not coinciding with a date that is already a gazetted public holiday for that calendar year.
 - (b) PSVCAC and employees may agree to substitute another day for a public holiday observed at subclause 23.8(a).
- 23.9 An employee who is required to and does work on any public holiday prescribed in this clause shall be paid in lieu of all other penalty rates (except broken shift allowances). Payment shall be as follows:
- (a) **Full-time Employees:** Double time and one half for all time worked on the public holiday.
 - (b) **Part-time Employees:** Double time and one-half for all time worked on the public holiday, although where the time worked by agreement is less than the rostered shift, the balance of the rostered shift will be paid at ordinary rate of pay.
 - (c) **Casual Employees:** Double time and three quarters the ordinary rate of pay for casuals for all time worked which is inclusive of casual loading.

24. ALLOWANCES

24.1 In Charge Allowances

- (a) As a standalone residential aged care facility, operating 24 hours a day 7 days per week, PSVCAC requires certain employees to be in charge of both the facility and individual residential aged care units, outside of normal business hours including afternoons, nights, one weekend and on public holidays.
- (b) A Registered Nurse who is appointed by senior management to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their appropriate salary, whilst so in charge, the per shift allowance set out in Item 3 of Schedule D –Allowances to this Agreement.

24.2 Vehicle / Travelling Allowance

- (a) An employee, other than a Home Care employee, sent for work to a place other than their regular place of work shall be paid for travelling time at the ordinary rate of pay and be reimbursed for travelling expenses (which may include fares and/or vehicle allowance in accordance with Item 5 of Schedule D –Allowances).
- (b) Where an employee is required to use public transport for travel on official business, the employee is to be reimbursed actual expenses incurred for such travel, excluding travel from the employee's home to the first place of work and return to home at the cessation of their duties.
- (c) Where an employee is required and authorised by PSVCAC to use their motor vehicle in the course of their duties, the employee is entitled to be reimbursed in accordance with Item 5 of Schedule D –Allowances to this Agreement.

- (d) Employees who are rostered to be “On Call” should, where possible, be provided with a PSVCAC vehicle for business travel whilst on call. Where an employee has not been provided with a vehicle for this purpose, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance in accordance with Item 5 of Schedule D –Allowances to this Agreement. Travel time will be included in the on call minimum hours start provisions and be paid at the employee’s ordinary rate of pay.

24.3 On Call Allowance

- (a) Where an employee is required as part of their employment to make themselves ready and available to return to work at short notice whilst off duty or to provide support over the phone to other employees, shall be paid the allowance, for each period of on call, set out in Item 6 of Schedule D –Allowances to this Agreement.
- (b) Employees will be paid for actual time worked at their ordinary pay rate on the submission of details of work undertaken and management approval of the submitted claim.
- (c) Payment will be paid for hours worked only and the minimum start provisions outlined in Clause 16.3 do not apply.
- (d) An employee who is required by PSVCAC to remain available during a meal break, but is free from duty, will be paid at ordinary rates for a 30-minute meal break as per Item 9 of Schedule D – Allowances. This period will not count as time worked when calculating ordinary hours for the purposes of overtime or penalties. If the employee is recalled to perform duty during this period, the employee will be paid overtime for all time worked until the balance of the meal break is taken.
- (e) Where an employee on call in accordance with subclause 24.3(a), leaves the residential aged care facility and is recalled to duty, they shall be reimbursed all reasonable fares and expenses actually incurred.
- (f) Where an employee has not been provided with a vehicle by PSVCAC for this purpose, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 6
- (g) For clarity, where an employee who is on call is recalled to duty, they shall be paid both the on call allowance and be paid for the work under the provisions of subclause 22.1.

24.4 Uniforms and Laundry Allowance

- (a) PSVCAC requires all employees to wear a uniform and will provide the uniform at no cost to the employee so no Uniform Allowance is paid.
- (b) The employee will be responsible for laundering the uniform and as such will be paid a Laundry Allowance will be paid in accordance with Item 7 of Schedule D – Allowances
- (c) Laundry Allowance will be paid to Employees when absent for a week or less, but not for longer periods.
- (d) Where PSVCAC requires an Employee to wear personal protective equipment or specialised clothing is required for the work performed by an Employee, this will be provided at no cost to the Employee.

- (e) An employee who works less than 38 hours per week shall be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.
- (f) All employees whose duties require them to work outdoors in Gardening and/or Maintenance roles shall be supplied with appropriate footwear and protective clothing.
- (g) All employees whose duties require them to work in a hazardous situation shall be supplied with appropriate protective clothing and equipment.

24.5 Meal Allowance

- (a) An employee who is required to work overtime for more than two (2) hours shall, at the option of PSVCAC, be supplied with a meal or shall be paid, as the case may be, the amount set out in Item 8 of Schedule D –Allowances to this Agreement.

25. HIGHER DUTIES

- 25.1 An employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for any full day or shift worked.

26. ANNUAL LEAVE

- 26.1 Employees are entitled to annual leave in accordance with the provisions of the NES.

- 26.2 Casual employees have no entitlement to annual leave.

26.3 Accrual of Annual Leave

- (a) All employees are entitled to four (4) weeks paid annual leave.
- (b) Shiftworkers (as defined) are entitled to one (1) additional week of annual leave.
- (c) A shiftworker is:
 - (i) an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work as a day worker as defined; and/or
 - (ii) an employee who works for more than four ordinary hours on 10 or more weekends.
- (d) for the purpose of subclause (c) (ii), a weekend means work in ordinary time on a Saturday and/or a Sunday in any one calendar week.
- (e) The entitlement to paid annual leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.

26.4 Payment of Annual Leave

- (a) If an employee takes annual leave during a period, the annual leave shall be paid at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.
- (b) An employee going on annual leave may elect to be paid:
 - (i) prior to commencing such leave; or
 - (ii) through their normal pay cycle.
- (c) Once the annual leave has commenced the election cannot be changed unless PSVCAC agrees.

- (d) If the employment of an employee who has not taken an amount of accrued annual leave ends at a particular time, the employee's untaken accrued annual leave shall be paid at the employee's ordinary pay at that time.
- (e) Annual leave loading, if any, shall be paid in accordance with subclause 26.8.

26.5 Taking of Annual Leave

- (a) An employee is entitled to take an amount of annual leave during a particular period if:
 - (i) at least that amount of annual leave is credited to the employee; and
 - (ii) PSVCAC has authorised the employee to take the annual leave during that period.
- (b) In the taking of annual leave, the employee shall make written application to PSVCAC, giving management at least two (2) weeks' notice of the desired period of such annual leave.
- (c) Applications for extended periods of annual leave will require the employee to make a written application to PSVCAC, giving management at least three (3) months' notice of the desired period of such annual leave.
- (d) PSVCAC may permit the accumulation of excess annual leave balances if an employee is doing so for a significant personal event such as overseas travel, and the employee has sought approval for this in advance of accruing the excessive annual leave.
- (e) Annual leave shall be taken in an amount and at a time that is approved by PSVCAC, subject to the operational requirements as determined by PSVCAC. Submitting of an application for annual leave does not constitute approval of an employee's application. PSVCAC shall not unreasonably withhold or revoke such approval; however, operational requirements may require PSVCAC to (if possible) change the dates of annual leave.
- (f) Requests for annual leave will be responded to in a reasonable timeframe.

26.6 Excessive Annual Leave Accruals

- (a) An employee has an excessive annual leave accrual if they have accrued more than eight (8) weeks paid annual leave (or ten (10) weeks paid annual leave for shiftworkers).
- (b) If an employee has an excessive annual leave accrual, PSVCAC or the employee may seek to confer with the other and genuinely reach agreement on how to reduce or eliminate the excessive annual leave accrual.
- (c) If PSVCAC has genuinely tried to reach agreement with an employee under subclause (b) above, but agreement is not reached (including because the employee refused to confer), PSVCAC may direct the employee to take one or more periods of annual leave.
- (d) If an employee has genuinely tried to reach agreement with PSVCAC under sub clause (b) above, but agreement is not reached (including because PSVCAC refused to confer), the employee may give PSVCAC a written notice requesting to take one or more periods of annual leave. This notice may only be given if the employee has had an excessive annual leave balance for more than six (6) months at the time of giving the notice and the employee has not been given a direction under subclause (c) above. PSVCAC must grant paid annual leave requested by a notice under this subclause.

- (e) The maximum period of annual leave entitled to be requested by notice under subclause (d) above in a 12-month period is four (4) weeks (or five (5) weeks for shiftworkers).
- (f) The following provisions will apply to both a direction to take annual leave given by PSVCAC, or notice requesting to take annual leave by an employee:
 - (i) the employee's remaining accrued entitlement to annual leave must be more than six (6) weeks when any other annual leave entitlements are taken into account.
 - (ii) the minimum period of annual leave will be one (1) week.
 - (iii) the period of annual leave must commence at least eight (8) weeks, but not more than 12 months, after the direction or notice is given.
 - (iv) the direction or notice must not be inconsistent with any annual leave arrangement agreed by PSVCAC and the employee.
- (g) An employee who has been given a direction in accordance with subclause (c) above, may request to take a period of paid annual leave as if the direction had not been given. This may result in the direction ceasing to have effect.

26.7 Cashing out of Annual Leave

- (a) Annual leave credited to an employee may be cashed out by agreement, subject to the following conditions:
 - (i) annual leave must not be cashed out if the cashing out would result in the employee's remaining accrued entitlement to annual leave being less than four (4) weeks; and
 - (ii) each cashing out of a particular amount of annual leave must be by a separate agreement in writing between PSVCAC and the employee; and
 - (iii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the annual leave that the employee has forgone.

26.8 Annual Leave Loading

- (a) In addition to their annual leave payment, an employee will be paid the higher of:
 - (i) an annual leave loading of 17.5% of their annual leave; or
 - (ii) the weekend and shift penalties the employee would have received had they not been on annual leave during the relevant period.
- (b) Shift allowances and weekend penalties are not payable for public holidays which occur during a period of annual leave.

26.9 Annual Leave and Service

- (a) A period of annual leave does not break an employee's continuity of service and annual leave counts as service for all purposes.

26.10 Payment of Annual Leave on Termination

- (a) If, when the employment of an employee ends, the employee has a period of untaken paid annual leave, PSVCAC will pay the employee the amount that would have been payable to the employee had the employee taken that period of leave.

27. PERSONAL/CARER'S LEAVE AND COMPASSIONATE LEAVE

- 27.1 Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES.
- 27.2 Casual employees have no entitlement to paid personal/carer's leave or compassionate leave but do have an entitlement to unpaid leave.
- 27.3 Entitlement to paid Personal/Carer's Leave**
- (a) For each year of service with PSVCAC, an employee is entitled to ten (10) days of paid personal/carer's leave.
 - (b) An employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the employee's ordinary hours of work and accumulates from year to year.
- 27.4 Taking of Personal/Carer's Leave**
- (a) An employee may take paid personal/carer's leave:
 - (i) where the employee is not fit for work because of a personal illness, or personal injury, affecting the employee; or
 - (ii) to provide care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because of:
 - a. a personal illness, or personal injury, affecting the member; or
 - b. an unexpected emergency affecting the member.
- 27.5 Payment of Paid Personal/Carer's Leave**
- (a) If an employee takes a period of paid personal/carer's leave, PSVCAC will pay the employee at the employee's ordinary rate of pay for the employee's ordinary hours of work in the period.
- 27.6 Personal/Carers Leave on Public Holidays**
- (a) If the period during which an employee takes paid personal/carer's 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 personal/carer's leave on that public holiday.
- 27.7 Unpaid Carer's Leave**
- (a) An employee is entitled to two (2) days unpaid carer's leave for each occasion when a member of the employee's immediate family, or a member of the employee's household, requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.
 - (b) An employee may take unpaid carer's leave as:
 - (i) a single continuous period of up to two (2) days: or
 - (ii) any separate periods agreed with PSVCAC.
 - (c) An employee is entitled to unpaid carer's leave for a particular occasion only if the employee cannot take an amount of paid personal/carer's leave.
- 27.8 Notice and Evidence Requirements – Personal/Carers Leave**
- (a) To be entitled to leave an employee must:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has commenced) notify PSVCAC that the employee is (or will be) absent from their employment.

- (ii) PSVCAC may require an employee to give PSVCAC evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (iii) to be entitled to personal/carers leave during the period, the employee may be required to give PSVCAC as soon as reasonably practicable (which may be at a time before or after the personal leave has commenced) either:
 - a. a medical certificate from a medical practitioner stating that in their opinion, the employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - b. a statutory declaration made by the employee stating that the employee was, is, or will be unfit for work during the period because of a personal illness or injury.
- (iv) to be entitled to carer's leave during the period, the employee may be required to give PSVCAC as soon as reasonably practicable (which may be at a time before or after the carer's leave has commenced) either:
 - a. a medical certificate from a medical practitioner stating that in their opinion the member of the immediate family (as defined) requires or required care and support during the period due to personal illness or injury; or
 - b. a statutory declaration made by the employee stating that the employee requires or required leave during the period to provide care or support to the member of the immediate family because the member of the immediate family requires or required care or support during the period because of personal illness, or injury, of the member of the immediate family or an unexpected emergency affecting the member of the immediate family.

Indicative examples of what is considered as carer's leave are as follows:

- Caring for a child who is not sick when crèche shuts suddenly because of a gastro outbreak
- Family member breaks an arm or leg and needs support for several days
- Family member admitted to hospital and needs support
- Taking a parent or child to a medical appointment

27.9 Clearance to Return to Work

- (a) Where an employee has been absent due to illness for an extended period PSVCAC may request that the employee provide a Medical Clearance to return to work before commencing duties.

27.10 Compassionate Leave

- (a) An employee is entitled to two (2) days of compassionate leave for each occasion when a member of the employee's immediate family or a member of the employee's household:
 - (i) contracts or develops a personal illness that poses a serious threat to their life; or

- (ii) where the employee, their spouse, or de facto has a miscarriage or gives birth to a stillborn child; or
- (iii) sustains a personal injury that poses a serious threat to their life; or dies.
- (b) An employee may take compassionate leave as:
 - (i) a single continuous period of two (2) days; or
 - (ii) two (2) separate periods of one (1) day each; or
 - (iii) any separate periods agreed with PSVCAC.

27.11 Payment for Compassionate Leave

- (a) If an employee takes a period of paid compassionate leave, PSVCAC must pay the employee, other than a casual employee, at the employee's ordinary rate of pay for PSVCAC's ordinary hours of work in the period.
- (b) Casual employees are entitled to unpaid compassionate leave.

27.12 Notice and Evidence Requirements – Compassionate leave

- (a) To be entitled to leave an employee must:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has commenced) notify PSVCAC that the employee is (or will be) absent from their employment.
 - (ii) PSVCAC may require an employee to give PSVCAC evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
 - (iii) to be entitled to compassionate leave during the period, the employee may be required to give PSVCAC as soon as reasonably practicable (which may be at a time before or after the compassionate leave has commenced):
 - a. a medical certificate from a medical practitioner stating that in their opinion the employee is suffering as a result of the issues identified in sub clause 27.10; or
 - b. a statutory declaration made by the employee stating that the employee requires or required leave during the period due to the death of the member of the immediate family.

27.13 Service

- (a) A period of paid personal/carer's leave or compassionate leave does not break an employee's continuity of service and counts as service for all purposes.
- (b) A period of unpaid personal/carer's leave does not break an employee's continuity of service but does not count as service.

28. INFECTION CONTROL LEAVE

- 28.1 PSVCAC recognises that COVID 19 has highlighted the impact on both aged care providers and employees of the spread of communicable diseases in the community.
- 28.2 As such employees who contract a communicable disease will be entitled to up to three (3) additional days leave to allow them to isolate, thereby reducing the risk of spreading these illnesses to others.
- 28.3 This leave will be available for permanent staff only and will be pro-rated for part time staff based upon their Guaranteed Minimum Hours of Work.

- 28.4 The criteria that determine whether the employee is entitled to this leave is:
- (a) that the employee presents a medical certificate from a medical practitioner (including pathology results) that clearly states that the employee has an infectious disease and specifies what that disease is (eg Influenza);
 - (b) that the Certificate identifies the period of time that the employee is likely to be infectious and that there is a high risk that the employee's infection will be spread to residents/clients/employees;
 - (c) that this risk of contamination to others cannot be effectively mitigated through the use of normal infection control process; and
 - (d) that there are no alternate duties the employee could undertake at home whilst they are isolating.
- 28.5 Parties to this Agreement will comply with all relevant health and safety legislation in relation to infection control and cooperate to implement the best achievable level of health and safety through the following measures:
- (a) PSVCAC will provide employees with adequate training and supervision in the correct donning and doffing of Personal Protective Equipment (PPE);
 - (b) Employees will comply with all lawful and reasonable directions from the employer in relation to the proper donning and doffing of PPE; and
 - (c) The Employer will ensure that an Infection Prevention and Control Lead (IPC Lead) is employed and appropriately trained, and that fit testing for N95/P2 masks is conducted annually.

29. SUPPORT FOR VICTIMS OF FAMILY AND DOMESTIC VIOLENCE

- 29.1 PSVCAC recognises that Family and Domestic Violence matters are highly personal and can significantly impact on employee's work. As such PSVCAC is committed to working with staff who are impacted by Family and Domestic Violence to support each individual in accordance with their unique needs.
- 29.2 No adverse action will be taken against an employee on the basis of being the victim of Family and Domestic Violence.
- 29.3 All personal information concerning Family and Domestic Violence will be kept confidential in line with PSVCAC's Privacy Policy and relevant documentation.
- 29.4 **Definitions**
- (a) The Fair Work Act defines Family and Domestic Violence as acts or threats of violence, not including acts of self-defence, committed by a current or former spouse of the victim, by a person with whom the victim shares a child in common, by a person who is cohabitating with or has cohabitated with the victim, by a person who is or has been in a continuing social relationship of a romantic or intimate nature with the victim, or a person who is or has continually or at regular intervals lived in the same household as the victim.
 - (b) Family and Domestic Violence includes physical, sexual, financial, verbal or emotional abuse by a family member.
 - (c) An employee may, for the purposes of this clause, be required to produce suitable evidence of Family and Domestic Violence, such as documents issued by the Police Service, a Court, a Doctor, a Domestic Violence Support Service, a Lawyer or counselling professional or by statutory declaration.

29.5 Measures

- (a) PSVCAC will identify a contact within the organisation with whom the employee can make contact with for support and the provision of documents and evidence in relation to obtaining support. This individual will be accountable for ensuring the impacted employees' privacy is respected and maintained.
- (b) Upon receipt of a reasonable request from an employee who has satisfied the criteria of this clause, PSVCAC will, subject to operational requirements, facilitate flexible working arrangements which may include:
 - (i) changes to working times and to work location;
 - (ii) changes to telephone numbers and/or email addresses; or
 - (iii) any other appropriate measure or level of support including those available under existing provisions for family-friendly and flexible work arrangements.
- (c) An employee experiencing Family and Domestic Violence may be referred to the Employee Assistance Program (EAP) and/or other local resources that include professionals trained specifically in Family and Domestic Violence.

29.6 Leave

- (a) In accordance with the NES, all employees (full time, Part time and Casuals) who have provided evidence of being the victim of Family or Domestic Violence may utilise up to 10 days paid Family and Domestic Violence Leave in a 12 month period, if they need to do something to deal with the impact of family and domestic violence including:
 - (i) making arrangements for their safety, or the safety of a close relative (including relocation)
 - (ii) attending court hearings
 - (iii) accessing police services
 - (iv) attending counselling
 - (v) attending appointments with medical, financial or legal professionals.
- (b) Employees may also utilise other paid leave entitlements (such as personal/carer's leave or annual leave) for such periods of absence.
- (c) Leave may be taken as consecutive or single days or as a fraction of a day.
- (d) An employee who supports a person experiencing Family and Domestic Violence may use their existing carer's leave and if exhausted, annual leave or unpaid leave to accompany the person on activities related to the Family and Domestic Violence, or to mind the children of the person.
- (e) Further requests for additional leave will be considered by management on a case by case basis.

30. COMMUNITY SERVICE LEAVE

30.1 Eligible community service activities

- (a) entitle an employee, acting reasonably, to be absent from employment for periods including:
 - (i) time when the employee engages in the activity;
 - (ii) reasonable travelling time associated with the activity;
 - (iii) reasonable rest time immediately following the activity.

- (b) include:
 - (i) jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State or a Territory; or
 - (ii) a voluntary emergency management activity; or
 - (iii) an activity prescribed in the regulations.

30.2 Jury Service

- (a) There is no limit on the amount of unpaid jury service leave an employee can take in a twelve (12) month period of employment.
- (b) Employees, other than casuals, are entitled to be paid:
 - (i) for the first ten (10) days when absent from work in one or more periods to attend jury service regarding a particular jury service summons.
 - (ii) the difference between what the employee received as jury service pay and the base rate of pay for the employee's ordinary hours of work in the period or periods.
- (c) Where the duration of jury service regarding a particular jury service summons exceeds ten (10) days, management agrees to assist the employee as far as is reasonably practical to maintain their regular income. The assistance may include: flexibility of rosters; access to annual leave and/or long service leave.
- (d) PSVCAC may require the employee to provide evidence that would satisfy a reasonable person:
 - (i) that the employee took all necessary steps to obtain any amount of jury service pay to which they were entitled; and
 - (ii) of the total amount of jury service pay, paid or payable to the employee.
- (e) No payment is required where evidence is required by management and not provided by the employee.

30.3 Voluntary Emergency Management Activity (VEMA)

- (a) An employee engages in a VEMA if:
 - (i) they voluntarily participate;
 - (ii) the activity involves dealing with an emergency or natural disaster;
 - (iii) they are a member of, or have a member like association with a Recognised Emergency Management Body (REMB); and
 - (iv) the REMB requests their participation.
- (b) The employee will provide management with evidence to support the request by the REMB of the employee's participation.

31. PARENTAL LEAVE

31.1 Employees are entitled to unpaid parental leave in accordance with the provisions of the NES.

31.2 Employer Paid Parental Leave:

- (a) Employer Paid Parental Leave is in addition to the Australian Government Paid Parental Leave Scheme as varied from time to time.
- (b) Full time and part time Employees may claim Employer Paid Parental Leave at ordinary pay, from the date the Parental Leave commences in the following circumstances:

- (i) First claim: where eligible for unpaid Parental Leave; and
 - (ii) Second and subsequent claims: where an Employee having returned to work from a period of Parental Leave has completed 3 months of continuous service prior to each claim.
- (c) For the purposes of the calculation of “ordinary pay” for Paid Parental Leave purposes, an Employee will be paid the higher of:
 - (i) The average of the ordinary hours actually worked by the Employee in the 12-month period ending at the commencement of Parental Leave; or
 - (ii) The ordinary hours worked by the Employee at the time of the commencement of Parental Leave.
- (d) Employer Paid Parental Leave includes:
 - (i) 9 weeks (or 18 weeks at half pay) paid maternity leave for the birth mother;
 - (ii) 9 weeks (or 18 weeks at half pay) paid adoption leave for the initial primary carer of the adopted child; and
 - (iii) 4 weeks paid partner leave.
- (e) Paid partner leave will be payable to:
 - (i) The father; or
 - (ii) Partner of the birth mother; or
 - (iii) Partner of the initial primary carer of an adopted child.
- (f) Partner includes same-sex and de facto partner or former de facto partner.
- (g) Any period of “paid no safe job leave” taken by an Employee pursuant to the “Transfer to a Safe Job” provisions of the Act will be deducted from the Employee’s entitlement to paid maternity leave.

32. LONG SERVICE LEAVE

32.1 An employee’s entitlement to long service leave shall be in accordance with the provisions of this Agreement and the relevant legislation provided that should there be any inconsistency between that legislation and the provisions of this Agreement these provisions shall prevail to the extent the Agreement entitles employees to long service leave in excess of the employees’ entitlement to long service leave under the legislation.

32.2 The relevant legislation is the Long Service Leave Act 1955 (NSW).

32.3 Amount of Long Service Leave

- (a) Each employee shall be entitled to two (2) months’ long service leave on ordinary pay after ten (10) years’ service; thereafter additional long service leave shall accrue on the basis of five (5) months long service leave for each ten (10) years’ service.
- (b) For the purposes of calculating long service leave under this subclause, service shall include:
 - (i) all periods of paid leave;
 - (ii) community service leave;
 - (iii) periods of unpaid personal leave caused by the absence of the worker on account of illness or injury;
 - (iv) periods of unpaid carer’s leave (up to 14 days per year); and
 - (v) any period of unpaid leave where it has been agreed between PSVCAC and the employee that long service leave shall accrue.

- (c) For the purposes of calculating long service leave under this clause, long service leave shall not accrue during the following absences:
 - (i) unpaid parental leave;
 - (ii) periods of leave without pay where there is no agreement between PSVCAC and the employee that any form of paid leave will accrue; and
 - (iii) absences arising directly or indirectly from an industrial dispute.
- (d) Long service leave will also not accrue during these periods of unpaid leave, however, such leave shall not break the employee's continuity of service.
- (e) Long service leave shall accrue for all full time, part time and casual employees.

32.4 Taking of Long Service Leave

- (a) Long service leave can be taken as one continuous period, or separate periods. The minimum period of leave shall be one (1) week and leave shall be taken in week blocks. Employees should apply in writing to take long service leave as per PSVCAC's policies and procedures.
- (b) Long service leave may be taken on a pro-rata basis after completing the initial seven (7) year period.
- (c) The employee is entitled to payment for long service leave in accordance with the relevant legislation.
- (d) PSVCAC may direct an employee to take the long service leave entitlement in accordance with the Long Service Leave Act 1955 (NSW) when it falls due. In such circumstances, the employee will have two months to provide a leave plan to PSVCAC which provides for the long service leave to be taken within 18 months (taking into account accruals during the leave plan period), unless otherwise agreed. Such plan must be in writing.
- (e) Where an employee does not provide a leave plan in accordance with sub clause (d) above, PSVCAC will consult with the employee regarding the taking of long service leave. When a mutually agreeable date cannot be reached or a long service leave plan is not provided when requested, the date for taking long service leave will be determined by PSVCAC (provided at least six (6) months' notice is given). However, the provisions of Clause 46 – Grievance and Dispute Resolution Procedures will apply if the employee disagrees with the direction.
- (f) The submitting of an application for long service leave does not constitute approval of an employee's application as management needs to consider each application with regards to operational requirements, however PSVCAC shall not unreasonably withhold approval.

32.5 Payment of Long Service Leave on Termination

- (a) Where the services of an employee are terminated either by PSVCAC or the employee after ten (10) years' service, the employee shall be paid the balance of long service leave which has been accrued.
- (b) Where the services of an employee with between five (5) and ten (10) years' service are terminated by PSVCAC for any reason other than the employee's serious and wilful misconduct, or by the employee on account of illness, incapacity or domestic or other pressing necessity the employee shall be entitled to be paid the amount of pro-rata long service leave which has been accrued less any amount of leave taken.

- (c) In the event of the death of an employee with at least five (5) years' service, PSVCAC will make payment for long service leave accrued but not taken to the employee's estate via their personal representative.

33. LEAVE WITHOUT PAY

- 33.1 By agreement between PSVCAC and a permanent employee, an employee may be granted a period of leave without pay.
- 33.2 The period of leave without pay will not break the continuity of service of the employee but will not count for the purpose of:
 - (a) accruing annual leave or personal/carer's leave, incremental progression, and public holidays;
 - (b) accruing long service leave, except in the case of employees who have completed at least ten (10) years' service;
 - (c) the qualifying period for paid and unpaid parental leave; and
 - (d) the calculation of notice and severance pay in accordance with Clause 36 Termination of Employment and Clause 37 - Redundancy.

34. CEREMONIAL LEAVE

- 34.1 An employee who is required by Aboriginal and Torres Strait Islander tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to ten (10) working days unpaid leave in any one year, with the approval of PSVCAC.

35. NATURAL DISASTER LEAVE

- 35.1 Where a permanent employee is unable to attend work because of a natural disaster, i.e. bushfire or flood, they will be entitled to be paid ordinary pay for the shift they would otherwise have worked on that day. This entitlement will apply once per calendar year and is not cumulative from year to year.
- 35.2 PSVCAC may require the employee to provide evidence to support their claim.

36. TERMINATION OF EMPLOYMENT

- 36.1 Prior to reaching any decision to terminate the employment of an employee on grounds other than would justify summary dismissal, management will:
 - (a) inform the employee that the termination of their employment is being considered;
 - (b) advise the employee of the reasons for termination; and
 - (c) provide the employee with an opportunity to show cause why their employment should not be terminated.
- 36.2 An employee shall be given reasonable time to respond and shall be provided with details of any relevant material. Where a meeting is held with the employee, the employee is entitled to have a witness present. The witness may be e.g. a co-worker, a workplace union delegate, an officer of the union, a family member, or any other person.
- 36.3 Employment, other than of a casual, will be terminated only by appropriate notice on either side or by the payment by PSVCAC for work performed and statutory entitlements or forfeiture by the employee of wages for work not performed in lieu of notice. Provided that employment may be terminated by part of the period of notice specified, and part payment or forfeiture, in lieu of the period of notice specified.

36.4 Notice of Termination by PSVCAC

- (a) PSVCAC shall give notice of termination in accordance with the following table:

Period of Continuous Service	Minimum Period of Notice
1 year or less	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (b) Employees (other than casuals) aged 45 years or older will be entitled to an additional one weeks' notice if the employee has completed at least two years continuous service with PSVCAC.
- (c) PSVCAC may, without notice, summarily dismiss an employee at any time for serious misconduct or wilful disobedience. Payment is up to the time of dismissal only.
- (d) Casuals are to be given notice to the end of the current shift worked.

36.5 Notice by Employee

- (a) Employees shall give PSVCAC two (2) weeks' notice of termination in writing.
- (b) Casuals shall only be required to give notice to the end of the current shift worked.
- (c) PSVCAC will give the employee a statement signed by management stating the period of employment and when the employment was terminated if the employee requests.

36.6 Abandonment of Employment

- (a) Where an employee is absent from work for a continuous period of two (2) working days without the consent of management, and without notification to management, management shall be entitled to inform the employee by written correspondence that unless the employee provides a satisfactory explanation for her or his absence within two (2) days of the receipt of such a request, the employee will be considered to have abandoned employment.
- (b) Where an employee has been considered to have abandoned their employment, the notice periods outlined above shall apply.

37. REDUNDANCY

- 37.1 For the purposes of this clause, "continuous service" shall be interpreted in the same manner as "service of a worker" is interpreted in the Long Service Leave Act 1955 (NSW) as at the date this Agreement comes into operation. Periods of leave without pay, including parental leave without pay, do not break the continuity of service of an employee but are not to be taken into account in calculating length of service for the purposes of this clause.
- 37.2 Redundancy occurs where management has made a definite decision that PSVCAC no longer wishes the job the employee has been doing to be done by anyone and this is not due to the ordinary and customary turnover of labour.

37.3 Unless the FWC subsequently orders otherwise pursuant to sub-clause 38.1 where the employment of an employee is to be terminated for the reason set out in sub-clause 37.2, that PSVCAC shall pay, in addition to other payments due to that employee, the following retrenchment pay in respect of the following continuous periods of service:

- (a) Where the employee is under 45 years of age, PSVCAC shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	7 weeks' pay
3 years and less than 4 years	10 weeks' pay
4 years and less than 5 years	12 weeks' pay
5 years and less than 6 years	14 weeks' pay
6 years and over	16 weeks' pay

- (b) Where the employee is 45 years of age or over, PSVCAC shall pay the employee in accordance with the following scale:

Minimum Years of Service	Retrenchment Pay
Less than 1 year	Nil
1 year and less than 2 years	5 weeks' pay
2 years and less than 3 years	8.75 weeks' pay
3 years and less than 4 years	12.5 weeks' pay
4 years and less than 5 years	15 weeks' pay
5 years and less than 6 years	17.5 weeks' pay
6 years and over	20 weeks' pay

- (c) "Weeks' pay" means the rate of pay for the employee concerned at the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:
- (i) shift allowances as prescribed in Clause 22 – Shift and Weekend Work; and
 - (ii) weekend penalties as prescribed in Clause 22 – Shift and Weekend Work.

Subject to an application by PSVCAC and further orders of FWC, PSVCAC may pay a lesser amount (or no amount) of retrenchment pay than that contained in subclause 37.3. FWC shall have regard to such financial and other resources of PSVCAC concerned as FWC thinks relevant, and the probable effect paying the amount of retrenchment pay in subclause 37.3 will have on PSVCAC.

38. WORKFORCE TRAINING AND CAREER DEVELOPMENT

38.1 Workforce Training

- (a) For all training, each employee shall provide to PSVCAC details of their attendance at training and PSVCAC shall maintain a record of this attendance.
- (b) Upon termination, an employee may request written details of the training undertaken during their employment with PSVCAC.
- (c) Where practicable, training shall be provided to employees during their normal rostered hours of work.

- (d) Where this is not practicable or possible employees will attend training outside their normal rostered working hours when required to do so by PSVCAC.
- (e) PSVCAC will provide employees with two (2) weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- (f) PSVCAC shall attempt to schedule training so as to minimise the number of employees required to attend outside their ordinary hours of work. Where this is not possible, and an employee is required to attend training outside their ordinary hours of work, they shall be paid for the actual time spent in attendance at the ordinary rate of pay.
- (g) PSVCAC requiring an employee to attend training away from their usual workplace shall pay to the employee a total of 7.6 hours ordinary pay for the day (or the rostered shift if this is greater than 7.6 hours).
- (h) Where an employee has not been provided with a vehicle by PSVCAC for the purpose of attending training, and the employee agrees to use their own vehicle, the employee shall be paid the per kilometre allowance set out in Item 6 of Table 2 of Schedule D –Allowances to this Agreement.
- (i) Training provided outside the normal rostered hours of work shall be arranged so as to allow full-time employees to have at least eight or ten hours off-duty before or after training and the end or beginning of their shift, whichever is applicable as set out in subclause 16.2 - Arrangement of Hours. Where practicable, similar arrangements should also be made available to all other employees. This does not apply where an employee is undertaking ongoing studies, such as attending university, during non-work hours.
- (j) Any training undertaken by an employee that occurs at a workplace is not intended to replace or supplement staffing levels and the normal levels of service delivery at such a workplace.
- (k) Workforce development and training includes, but is not limited to, attendance and participation in conferences, seminars, training and staff meetings.

38.2 Career Development

- (a) The parties are committed to the development of career through on-the-job and formal training and development to support the new structure and employee career opportunities.
- (b) To facilitate career development within PSVCAC, with the support and approval of management, employees will be able to access the following types of career development activities:
 - (i) Continuing Professional Development (CPD); and/or
 - (ii) Formal Study Support and Assistance; and/or
 - (iii) Informal workplace training and education.

38.3 Continuing Professional Development (CPD)

- (a) CPD involves an employee's participation in activities such as in-house training programs and approved attendance at conferences and seminars that are relevant to their work and/or occupation at PSVCAC.
- (b) Full-time employees who are engaged in CPD will be able to access two (2) days' paid leave per year of service for the purposes of attending CPD activities.

- (c) Part-time employees who work at least four (4) shifts per fortnight shall be entitled to leave under this subclause on a pro-rata basis.
- (d) Additional CPD leave will be granted on a case-by-case basis by PSVCAC and will be, among other things, subject to the employee providing evidence of CPD requirements.
- (e) CPD leave entitlements pursuant to this clause will not accumulate from year to year.

38.4 Formal Study Support and Assistance

- (a) Formal Study Support involves an employee undertaking a formal qualification to support their employment or career development at PSVCAC.
- (b) Employees applying for Formal Study Support and Assistance (except for those undertaking minimum education requirements for their current level of work) will require two (2) years' continuous employment as a full-time or part-time employee with PSVCAC. Applications must be made in accordance with PSVCAC policies and procedures.

39. LABOUR FLEXIBILITY AND MIXED FUNCTIONS

- 39.1 PSVCAC may direct an employee to carry out such duties as are within the limits of the employee's skill, competence and training.
- 39.2 PSVCAC may direct an employee to carry out such duties and use such tools and equipment as may be required, provided the employee possesses the relevant skills and competence to perform such tasks. Where the employee does not possess such skills and competence, appropriate training shall be facilitated.
- 39.3 Any direction issued by PSVCAC pursuant to subclauses 39.1 and/or 39.2 shall be consistent with PSVCAC's responsibility to provide a safe and healthy working environment for employees, and PSVCAC's duty of care to residents and/or clients.

40. ATTENDANCE AT MEETINGS

- 40.1 As stated in clause 16.3 (d), wherever possible, PSVCAC will hold meetings within the employee's ordinary hours. Any employee required by PSVCAC to attend meetings outside the employee's ordinary hours shall be entitled to receive their applicable rate of pay for the actual time spent in attendance at such meetings. Minimum start provisions outlined in clause 16.3 apply, except for when an employee is involved in discipline meetings. Such time spent shall not be viewed as overtime for the purposes of this Agreement.

41. INSPECTION OF LOCKERS

- 41.1 Lockers may only be opened for inspection in the presence of the employee but in cases where the employee neglects or refuses to be present or in any circumstances where notice to the employee is impracticable, such inspection may be carried out in the absence of the employee by an officer of PSVCAC and an employee representative where practicable, otherwise by any two officers appointed by PSVCAC for that purpose.

42. REQUESTS FOR FLEXIBLE WORKING ARRANGEMENTS

- 42.1 Employees are entitled to request flexible employment arrangements in accordance with the provisions of the NES.
- 42.2 An employee may request flexible working arrangements where the employee:
- (a) is the parent, or has responsibility for the care, of a child who is of school age or younger;
 - (b) is a carer (within the meaning of the [Carer Recognition Act 2010](#));
 - (c) has a disability;
 - (d) is aged 55 or older;
 - (e) is experiencing violence from a member of the employee's family; or
 - (f) provides care or support to a member of the employee's immediate family, or a member of the employee's household, who requires care or support because the member is experiencing violence from a member of the member's family.
- 42.3 The employee is not entitled to make the request unless:
- (a) For an employee other than a casual employee—the employee has completed at least 12 months of continuous service with PSVCAC immediately before making the request; or
 - (b) For a casual employee—the employee:
 - (i) is a long-term casual employee of PSVCAC immediately before making the request; and
 - (ii) has a reasonable expectation of continuing employment by PSVCAC on a regular and systematic basis.
- 42.4 The request must:
- (a) be in writing; and
 - (b) set out details of the change sought and of the reasons for the change.
- 42.5 PSVCAC must give the employee a written response to the request within 21 days, stating whether management grants or refuses the request and, where the request is refused, must provide details of the reason for refusal.
- 42.6 PSVCAC may only refuse the request on reasonable business grounds.

43. CONSULTATION

- 43.1 Where PSVCAC has made a definite decision to introduce major changes in services, program, organisation, structure or technology that are likely to have significant effects on employees, PSVCAC will notify the employees who may be affected by the proposed changes and their representatives, if any, which may be the union.
- 43.2 Significant effects include termination of employment; major changes in the composition, operation or size of the PSVCAC workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the permanent alteration of hours of work; the need for retraining or transfer of employees to other work or locations; and the restructuring of jobs.
- 43.3 Provided that where this Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect such as day to day alterations to rosters resulting from employee absences or additional operation needs.

- 43.4 PSVCAC will discuss with the employees affected and their representatives, if any, the introduction of the changes referred to in Clause 44.1, the effects of the changes are likely to have on employees and measures to avert or mitigate the adverse effects of such changes on employees and must give prompt consideration to matters raised by the employees and/or their representatives in relation to the changes.
- 43.5 The discussions must commence as early as practicable after a definite decision has been made by PSVCAC to make the changes referred to in Clause 44.1.
- 43.6 For the purposes of such discussion, PSVCAC will provide in writing to the employees concerned and their representatives, if any, which may be the union, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on employees and any other matters likely to affect employees provided that the disclosure of confidential information which would be contrary to PSVCAC's interests.
- 43.7 Where PSVCAC proposes to change an employee's regular roster or regular ordinary hours of work on a permanent basis, PSVCAC will:
- (a) provide information about the change to the employee or employees affected; and
 - (b) invite the employee or employees affected to give their views about the impact of the change, including any impact in relation to their family or caring responsibilities; and
 - (c) consider any views given by employees about the impact of the change.
- 43.8 PSVCAC or employee may appoint a representative for the purposes of this clause. The identity of the representative must be advised to the other party.
- 43.9 The obligations under sub-clause (a) above, shall be read in conjunction with the other agreement provisions including but not limited to Clause 16 – Hours, Clause 17 – Rosters and Clause 44 – Workload Management and associated notice requirements.
- 43.10 The requirement to consult under this clause does not apply where an employee has irregular, sporadic or unpredictable working hours.
- 43.11 The consultative team will comprise of:
- (a) up to three (3) employee representatives elected by the employees, (which may include union delegates); and
 - (b) up to three (3) representatives nominated by PSVCAC.
- 43.12 Where a representative is unable to attend they may nominate another person.
- 43.13 The consultative team will meet during normal working hours twice annually or as otherwise agreed and keep a record of the discussions.
- 43.14 The consultative team may discuss issues in or in connection with:
- (a) Clause 43 - Consultation;
 - (b) Clause 44 - Workload Management; and
 - (c) other issues as agreed by the team.
- 43.15 Members of the Consultative Team may request information relevant to the issues in Clause 43.7, provided that such information does not require PSVCAC to disclose commercially confidential information.

44. WORKLOAD MANAGEMENT

- 44.1 The parties to this Agreement acknowledge that employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on employee/s and the quality of resident/client care.

- 44.2 Management also will ensure that the organisation meets its minimum staffing levels and staffing skill mix as required by legislation.
- 44.3 To ensure that the employee's reasonable concerns regarding excessive workloads are effectively dealt with by management the following procedures should be applied:
- (a) In the first instance, employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.
 - (c) If a solution still cannot be identified and implemented, the matter should be referred to the Executive Manager People and Culture for further discussion.
 - (d) If a solution still cannot be identified and implemented, the matter should be referred to the Chief Executive Officer for further discussion.
- 44.4 The outcome of the discussions at each level and any proposed solutions should be communicated to the affected employees.
- 44.5 While discussions are ongoing under this clause, employees must continue to perform their work as they would normally unless they have a reasonable concern about an imminent risk to their health or safety.
- 44.6 Workload management may also be reviewed at the employee's annual performance appraisal.
- 44.7 If, after following the procedure identified above, the issue is still unresolved, either party may advance the matter through Clause 47- Grievance and Disputes Resolution Procedures.

45. PERFORMANCE MANAGEMENT AND DISCIPLINARY PROCEDURES

- 45.1 In all performance management activities with employees which may lead to a disciplinary outcome, including termination of employment, the principles of procedural fairness and natural justice will be applied.
- 45.2 PSVCAC shall notify the employee of the issues in writing and the employee will be given an opportunity to respond to the issues.
- 45.3 Employees have a right to a support person, throughout the investigation and decision processes, and will be given reasonable notice of all meetings to facilitate the attendance of the support person.
- 45.4 An employee is entitled to be paid for the duration of any such meeting.
- 45.5 All performance or conduct issues/allegations will be investigated in a fair and confidential process and the employee's response to the allegation/s shall be taken into consideration by management in reaching a decision.
- 45.6 Where, following an investigation, management reaches a decision that formal disciplinary action is not necessary, but performance improvement is required, they will undertake informal steps to ensure the employee is given a clear explanation of the requirements of their job and access to additional training and/or coaching, where necessary. Where appropriate a Performance Improvement Plan will be established.
- 45.7 Where, following an investigation, management reaches a decision that formal disciplinary action is necessary, a first warning may be issued. The warning will be recorded on the employee's personnel file.

- 45.8 If there are further performance or conduct issues in relation to the matter/s, the employee will again be notified in writing of the matter and a response requested. If appropriate, a second warning in writing will be issued to the employee and recorded on the employee's personnel file.
- 45.9 In the event that there are further performance or conduct issues in relation to the matter/s, the employee will again be notified in writing of the matter and a response requested. If appropriate, a final warning will be issued to the employee and recorded on the employee's personnel file.
- 45.10 In the event of further performance or conduct issues in relation to the matter/s, the employee may be terminated after matters have been investigated and responses sought from the employee.
- 45.11 Notwithstanding the above process, for serious matters pertaining to conduct or performance, management may also issue a "final warning" in the first instance. A final warning shall be such that the employee is notified that in the event there are further performance or conduct issues the employee may be terminated. Further, termination or summary dismissal of an employee may still occur for acts of serious misconduct.
- 45.12 Records relating to disciplinary procedures will be disregarded where a period of 12 months elapses without further warning/s. To be clear, no warning issued 12 or more months prior will be relied on.

46. GRIEVANCE AND DISPUTE RESOLUTION PROCEDURES

- 46.1 This clause will apply in the event of a dispute about any matter under this Agreement, the Act or the employment relationship between one or more Employees covered by this Agreement and PSVCAC.
- 46.2 If a Dispute arises the following steps must be followed:
- (a) **Step 1** - The employee/s concerned must raise the dispute with their immediate supervisor or manager. If the employee/s are not satisfied with the outcome or the cause of concern is the immediate supervisor/ manager, they may proceed to step 2.
 - (b) **Step 2** - If the dispute is not resolved in 10 business days, the dispute may be escalated to a member of PSVCAC's executive management team. The executive management team member will determine whether they are in a position to resolve the dispute or that the dispute needs to escalate to the executive team as a whole or the Chief Executive Officer. The employee/s will be advised of the executive team member's decision on how the dispute will be addressed within a further 10 business days.
 - (c) **Step 3** – If dispute is not resolved by the executive team member at step 2, and is referred to either the full executive team or the Chief Executive Officer a decision on how the dispute will be addressed will be communicated to the employee/s within a further 10 business days.
 - (d) **Step 4** – If the parties are unable resolve the dispute at Step 3, either party may refer the dispute to the FWC for conciliation.
 - (e) **Step 5** – Where the dispute remains unresolved following conciliation, either party may refer the dispute to arbitration by the FWC. The FWC may exercise any of its powers under the Act to ensure the just resolution of the dispute.

- 46.3 If both parties agree the dispute may be conciliated or arbitrated on by another relevant body than the FWC.
- 46.4 While the dispute resolution procedure is being conducted, work must continue in accordance with this Agreement and the Act. Subject to applicable workplace health and safety legislation, an Employee must not unreasonably fail to comply with a direction by PSVCAC to perform work, whether at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 46.5 The parties to the dispute agree to be bound by a decision made by the FWC in accordance with this term.
- 46.6 An Employee who is a party to the dispute may appoint a representative for the purposes of the dispute procedure set out above.

47. UNION DELEGATES

- 47.1 PSVCAC recognises the right of all employees to join a union, to access meaningful union representation, to participate collectively in workplace issues, and to collectively bargain through their union.
- 47.2 PSVCAC will recognise one delegate from the HSU New South Wales Branch and one delegate from the New South Wales Nurses and Midwives' Association. Upon receipt of written notification from each of the respective Unions.
- 47.3 A delegate will be released from work to attend union business in accordance with the following:
 - (a) up to 2 days paid leave per calendar year to attend training facilitated by the Union to increase awareness and knowledge of workplace issues and/or consultative mechanisms and/or statutory entitlements and obligations, which will contribute to a more productive, aware and harmonious workplace environment.
 - (b) up to 3 days paid leave per calendar year to attend either: The New South Wales Nurses and Midwives' Association Annual Conference; or the HSU New South Wales Branch Annual Conference;
 - (c) a minimum of 4 weeks' written notice, or less by agreement, must be provided to PSVCAC of a request to attend such union business. The notice must specify the time and nature of the union business; and
 - (d) subject to operational requirements an employer shall not unreasonably refuse such a request.
- 47.4 A delegate may access leave without pay, Annual Leave or Long Service Leave, for the purposes of attending such training.
- 47.5 A delegate will be provided with reasonable access to telephone, internet, email, facsimile, photocopying, notice boards and meeting facilities (where available) for the purpose of carrying out work as a delegate.

EXECUTION PAGES

Executed by Port Stephens Veterans & Citizens Aged Care Ltd (ABN: 11 109 853 278) by being signed by persons who are authorised to sign on its behalf:



Signature of Witness

Catherine Deverell

Name of Witness

89A Shoal Bay Rd

Address of Witness

Dated: 9.10.2023

Executed by representative of PSVCAC Enterprise Bargaining Committee on behalf of those employees who are not members of the industrial organisations who are parties to this Agreement:



Signature of Witness

Catherine Deverell

Name of Witness

89A Shoal Bay Rd, Shoal Bay

Address of Witness

Dated: 10.10.2023



Suzanne Newter

Name of Authorised Officer

CEO

Position of Authorised Officer

89a Shoal Bay Rd.

Address of Authorised Officer

9/10/2023.



WAYNE GIBSON

Name of the PSVCAC Enterprise Bargaining Committee Member

COMMUNITY

Position of the PSVCAC Enterprise Bargaining Committee Member

Address of the PSVCAC Enterprise Bargaining Committee Member

44 FARAN RD, FINGAL BAY

Aged Care Employees — General

Level 1 - Entry level

An employee who has less than three months' work experience in the industry and performs basic duties.

An employee at this level:

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

Indicative roles at this level include:

1. General Clerk
2. Laundry Hand
3. Cleaner
4. Kitchen Hands
5. Assistant Gardener

Level 2

An employee at this level:

1. is capable of prioritising work within established routines, methods and procedures;
2. is responsible for work performed with a limited level of accountability or discretion;
3. works under limited supervision, either individually or in a team;
4. possesses sound communication skills; and
5. requires specific on-the-job training and/or relevant skills training or experience.

Indicative roles at this level include:

1. General Clerk (between 3 months' and less than 1 year's service)
2. Laundry Hand
3. Cleaner
4. Kitchen Hands
5. Maintenance Officer (unqualified)
6. Gardener (non trade)
7. Driver (less than 3 tons)

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Level 3

An employee at this level:

1. is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
2. is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);

3. works under limited supervision, either individually or in a team (non admin/clerical);
4. possesses sound communication and/or arithmetic skills (non admin/clerical);
5. requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
6. In the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Indicative roles at this level include:

1. General Clerk (second and subsequent years of service)
2. Receptionist
3. Pay Clerk
4. Cook

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Level 4

An employee at this level:

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

Indicative roles at this level include:

1. Senior Clerk
2. Senior Receptionist
3. Maintenance Officer (trade qualified)
4. Gardener (trade qualified)
5. Senior Cook (trade qualified)
6. Driver (3 ton and over)

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Aged Care Employee—Direct Care

Level 1

An employee at this level:

1. is capable of prioritising work within established routines, methods and procedures;
2. is responsible for work performed with a limited level of accountability or discretion;
3. works under limited supervision, either individually or in a team;
4. possesses sound communication skills; and
5. requires specific on-the-job training and/or relevant skills training or experience.

Indicative role at this level includes:

1. Personal Care Worker Grade 1 - provides assistance to residents in carrying out simple personal care tasks.

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Level 2

An employee at this level:

1. is capable of prioritising work within established routines, methods and procedures;
2. is responsible for work performed with a limited level of accountability or discretion;
3. works under limited supervision, either individually or in a team;
4. possesses sound communication skills; and
5. requires specific on-the-job training and/or relevant skills training or experience.

Indicative roles at this level include:

1. Personal Care Worker Grade 2 - provides a wide range of personal care services to residents, in accordance with Commonwealth and Territory Legislative requirements, and in accordance with the Resident's Care Plan.
2. Recreational/Lifestyle Activities Officer (unqualified) - assists in the development and implementation of programs of activities for residents.

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Level 3

An employee at this level:

1. is capable of prioritising work within established policies, guidelines and procedures;
2. is responsible for work performed with a medium level of accountability or discretion;
3. works under limited supervision, either individually or in a team;
4. possesses good communication, interpersonal and/or arithmetic skills;
5. requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and
6. in the case of a personal care worker, holds a relevant Certificate 3 qualification (or possesses equivalent knowledge and skills) and uses the skills and knowledge gained from that qualification in the performance of their work.

Indicative role at this level include:

1. Personal Care Worker Grade 3

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Level 4

An employee at this level:

1. capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;
2. is responsible for work performed with a substantial level of accountability;
3. works either individually or in a team;
4. may assist with supervision of others;
5. may require basic computer knowledge or be required to use a computer on a regular basis;
6. possesses administrative skills and problem solving abilities;
7. possesses well developed communication, interpersonal and/or arithmetic skills; and
8. requires substantial on-the-job training, may require formal qualifications at Certificate IV level and/or relevant skills training or experience.

Indicative roles at this level include:

1. Personal Care Worker Grade 4 - Overall responsibility for the provision of personal care to residents. Coordinate and direct the work of care staff. Deliver medication to residents providing they have appropriate medications qualifications acceptable to the employer.
2. Recreational/Lifestyle Activities Officer (qualified)

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Home Care Employees

Level 1

An employee at this level will have less than 12 months' experience in the industry and no formal qualifications.

An employee at this level:

1. performs broad tasks involving the utilisation of a range of basic skills in the provision of domestic assistance and support and is responsible for the quality of their work;
2. work activities are routine and clearly defined;
3. the tasks to be performed may involve the use of a limited range of techniques and methods within a specified range of work;
4. an employee may resolve minor problems that relate to immediate work tasks; and
5. undertakes basic oral communication skills and where appropriate written skills, with clients, members of the public and other employees.

Indicative role at this level include:

1. Home Care Worker Level 1

Level 2

An employee at this level:

1. performs broad tasks involving the utilisation of a range of developed skills in the provision of domestic assistance and support;
2. work performed falls within general guidelines but with scope to exercise discretion in the application of established practices and procedures;

3. may assist others in the supervision of work of the same or lower level and is responsible for assuring the quality of work performed;
4. the nature of the work is clearly defined with established procedures well understood or clearly documented;
5. use some originality in approach with solutions usually attributable to application of previously encountered procedures and practices; and
6. As a minimum an employee in this level will have satisfactorily completed the requirements of level 1.

Indicative role at this level include:

1. Home Care Worker Level 2

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Level 3

An employee at this level:

1. works under general supervision;
2. have contact with the public or other employees which involves explanations of specific procedures and practices;
3. 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;
4. work is usually specialised with procedures well understood and clearly documented;
5. particular tasks performed will involve selection from a range of techniques, systems, equipment, methods or processes; and
6. have an accredited qualification to the position at the level of Certificate 3 and/or knowledge and skills gained through on-the-job training commensurate with the requirements of the work in this level.

Indicative role at this level include:

1. Home Care Worker Level 3

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

Enrolled Nurses

Level 1

An employee at this level will have:

1. satisfactorily completed a hospital based course of general training in nursing of more than 12 months duration leading to enrolment on a register or roll maintained by the Nursing and Midwifery Board of Australia or its successor and/or 500 hours or more theory content or a course accredited at advanced certificate, diploma or advanced diploma level leading to enrolment as an Enrolled Nurse; or

2. not more than one further year of practical experience in the provision of nursing care and/or services in addition to the experience, skill and knowledge requirements specified for Pay Point 1; and
3. undertaken appropriate in-service training to enhance skills and competence beyond that of an employee at Pay Point 1.

The employee at this level is required to demonstrate some of the following in the performance of their work:

1. a developing ability to recognise changes required in nursing activity and in consultation with the Registered Nurse, implement and record such changes, as necessary;
2. an ability to relate theoretical concepts to practice; and/or
3. requiring assistance in complex situations and in determining priorities.

Level 2

The employee at this level is required to demonstrate some of the following in the performance of their work:

1. an ability to organise, practise and complete nursing functions in stable situations with limited direct supervision;
2. speed and flexibility in accurate decision making;
3. organisation of own workload and ability to set own priorities with minimal direct supervision;
4. observation and assessment skills to recognise and report deviations from stable conditions;
5. flexibility in the capacity to undertake work across the broad range of nursing activity and/or competency in a specialised area of practice; and/or
6. communication and interpersonal skills to assist in meeting psycho-social needs of individuals/groups.

Level 3

The employee at this level is required to demonstrate some of the following in the performance of their work:

1. contributes information in assisting the Registered Nurse with development of nursing strategies/improvements within the employee's own practice setting and/or nursing team, as necessary;
2. responds to situations in less stable and/or changed circumstances resulting in positive outcomes, with minimal direct supervision; and
3. efficiency and sound judgment in identifying situations requiring assistance from an Registered Nurse.

Registered Nurses

Level 1

An employee at this level will:

1. perform their duties according to their level of competence; and
2. under the general guidance of, or with general access to, a more competent Registered Nurse who provides work related support and direction.

An employee at this level is required to perform general nursing duties which include substantially, but are not confined to:

1. delivering direct and comprehensive nursing care and individual case management to residents or clients;
2. coordinating services, including those of other disciplines or agencies, to individual residents or clients;
3. providing support, direction and education to newer or less experienced staff, including Enrolled Nurse's.
4. accepting accountability for the employee's own standards of nursing care and service delivery; and
5. participating in action research and policy development.

Progression to the next pay point for this classification will have regard to:

3. the acquisition and use of skills described in the definitions outlined above; and
4. knowledge and competence gained through experience in the practice setting.

Level 2

An employee at this level:

1. holds any other qualification required for working in the PSVCAC; and

An employee at this level may also be known as a Clinical Nurse/Care Coordinator.

In addition to the duties of a Level 1 Nurse an employee at this level is required, to perform duties delegated by the Care Manager or any higher level classification.

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

1. delivering direct and comprehensive specialist nursing care and individual case management to a specific group of residents or clients;
2. providing support, direction, orientation and education to Registered Nurses Level 1 .and Enrolled Nurses;
3. being responsible for planning and coordinating services relating to a particular group of residents or clients, as delegated by the Care Manager or any higher level classification;
4. acting as a role model in the provision of holistic care to residents or clients; and
5. assisting in the management of action research projects and participating in quality assurance programs and policy development within the aged care facility.

Progression to the next pay point for this classification will have regard to:

1. the acquisition and use of skills described in the definitions outlined above; and
2. knowledge and competence gained through experience in the practice setting.

SCHEDULE B – TRANSLATION TABLE

The purpose of this table is to demonstrate the translation from the classifications contained in the Port Stephens Veterans & Citizens Aged Care Ltd, NSWNMA and HSU NSW Enterprise Agreement 2017 -2020 to the classification structure in the Port Stephens Veterans & Citizens Aged Care Ltd Enterprise Agreement 2023

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Assistant in Nursing (AIN)			
1 st Year	\$24.06	Classification not used	Not Applicable
2 nd Year	\$24.44	Classification not used	Not Applicable
3 rd Year	\$24.83	Classification not used	Not Applicable
Thereafter	\$25.00	Aged Care Worker – Direct Care Level 3	\$31.16
AIN: holder of a relevant Cert III qualification		Classification not used	Not Applicable
AIN Team Leader	\$25.70	Classification not used	Not Applicable
Enrolled Nurse (EN)			
Student EN			
1 st Year	\$22.67	Classification not used	Not Applicable
2 nd Year	\$23.34	Classification not used	Not Applicable
3 rd Year	\$24.07	Classification not used	Not Applicable
Thereafter	\$24.83	Classification not used	Not Applicable
EN (with notation)	\$30.21	Classification not used	Not Applicable
Enrolled Nurse			
1 st Year	\$30.21	Enrolled Nurse Level 1	\$33.99
2 nd Year	\$30.99	Enrolled Nurse Level 2	\$35.69
3 rd Year Thereafter	\$31.72	Enrolled Nurse Level 3	\$37.47

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Registered Nurse			
1 st Year	\$34.86	Registered Nurse Level 1 Year 1	\$38.91
2 nd Year	\$37.00	Registered Nurse Level 1 Year 2	\$41.13
3 rd Year	\$39.25	Registered Nurse Level 1 Year 3	\$43.48
4 th Year	\$41.65	Registered Nurse Level 1 Year 4	\$45.99
5 th Year and Thereafter	\$44.18	Registered Nurse Level 1 Year 5	\$51.55
Nursing Unit Manager (personal to current occupants as at 1/3/99)			
Level 1		Classification not used	Not Applicable
1 st Year	\$48.97	Classification not used	Not Applicable
2 nd Year	\$50.35	Classification not used	Not Applicable
Level 2	\$51.61	Classification not used	Not Applicable
Level 3	\$52.96	Classification not used	Not Applicable
Nurse undergoing pre-registration assessment	\$27.13	Classification not used	Not Applicable
Clinical Nurse Specialist	\$45.99	Registered Nurse Level 2 Year 1	\$54.65
Clinical Nurse Consultant	\$54.29	Classification not used	Not Applicable
Clinical Nurse Educator	\$45.99	Classification not used	Not Applicable
Nurse Educator			
1 st Year	\$48.97	Classification not used	Not Applicable
2 nd Year	\$50.35	Classification not used	Not Applicable
3 rd Year	\$51.61	Classification not used	Not Applicable
4 th Year	\$54.29	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Senior Nurse Educator			
1 st Year	\$55.61	Classification not used	Not Applicable
2 nd Year	\$56.74	Classification not used	Not Applicable
3 rd Year	\$58.66	Classification not used	Not Applicable
Nurse Practitioner			
1 st Year	\$60.48	Classification not used	Not Applicable
2 nd Year	\$61.83	Classification not used	Not Applicable
3 rd Year	\$63.63	Classification not used	Not Applicable
Thereafter	\$65.35	Classification not used	Not Applicable
Assistant Director of Nursing			
< 150 beds	\$50.35	Classification not used	Not Applicable
151-250 beds	\$54.29	Classification not used	Not Applicable
> 251 beds	\$55.61	Classification not used	Not Applicable
Deputy Director of Nursing			
< 20 beds	\$51.37	Classification not used	Not Applicable
21-75 beds	\$52.72	Classification not used	Not Applicable
76-100 beds	\$53.92	Classification not used	Not Applicable
101-150 beds	\$55.08	Classification not used	Not Applicable
151-200 beds	\$56.74	Classification not used	Not Applicable
201-250 beds	\$58.66	Classification not used	Not Applicable
251-350 beds	\$60.83	Classification not used	Not Applicable
351-450 beds	\$63.01	Classification not used	Not Applicable
451-750 beds	\$65.35	Classification not used	Not Applicable
> 751 beds	\$67.87	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Director of Nursing			
< 25 beds	\$57.46	Classification not used	Not Applicable
26-50 beds	\$60.64	Classification not used	Not Applicable
51-75 beds	\$62.14	Classification not used	Not Applicable
76-100 beds	\$63.44	Classification not used	Not Applicable
101-150 beds	\$65.26	Classification not used	Not Applicable
151-200 beds	\$67.44	Classification not used	Not Applicable
Director of Nursing (Continued)			
201-250 beds	69.62	Classification not used	Not Applicable
251-350 beds	72.27	Classification not used	Not Applicable
351-450 beds	\$76.60	Classification not used	Not Applicable
451-750 beds	\$81.04	Classification not used	Not Applicable
> 751 beds	\$86.15	Classification not used	Not Applicable
Care Service Employees- General			
New Entrant			
Grade 1	\$23.57	Aged Care Employee General - Level 1	\$23.97
Grade 2			
Level 1	\$24.79	Aged Care Employee General – Level 2	Pay Point 1 \$26.22 Pay Point 2 \$26.69 Pay Point 3 \$27.17

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Level 2	\$25.33	Aged Care Employee General – Level 2	Pay Point 1 \$26.22 Pay Point 2 \$26.69 Pay Point 3 \$27.17
Grade 3	\$26.34	Aged Care Employee General – Level 3	Pay Point 1 \$27.53 Pay Point 2 \$28.03 Pay Point 3 \$28.53
Grade 4			
Level 1	\$27.75	Aged Care Employee General – Level 4	Pay Point 1 \$28.91 Pay Point 2 \$29.43 Pay Point 3 \$29.96
Level 2			
1 st year	\$31.00	Classification not used	Not Applicable
2 nd Year	\$31.72	Classification not used	Not Applicable
3rd Year	\$32.47	Classification not used	Not Applicable
Grade 5			
From	\$32.25	Classification not used	Not Applicable
To	\$48.03	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Care Service Employees – Direct Care			
New Entrant	\$22.67	Classification not used	Not Applicable
Grade 1	\$23.57	Aged Care Employee Direct Care Level 1	Pay Point 1 \$28.70 Pay Point 2 \$29.22 Pay Point 3 \$29.74
Grade 2			
Level 1	\$24.79	Aged Care Employee Direct Care – Level 2	Pay Point 1 \$30.14 Pay Point 2 \$30.68 Pay Point 3 \$31.23

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Level 2	\$25.33	Aged Care Employee Direct Care – Level 2	Pay Point 1 \$30.14 Pay Point 2 \$30.68 Pay Point 3 \$31.23
Grade 3	\$26.34	Aged Care Employee Direct Care – Level 3	Pay Point 1 \$31.64 Pay Point 2 \$32.21 Pay Point 3 \$32.79
Grade 4			
Level 1	\$27.75	Aged Care Employee Direct Care – Level 4	Pay Point 1 \$33.22 Pay Point 2 \$33.82 Pay Point 3 \$34.43
Level 2			
1 st year	\$31.00	Aged Care Employee Direct Care – Level 4	Pay Point 1 \$33.22 Pay Point 2 \$33.82 Pay Point 3 \$34.43

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
2 nd Year	\$31.72	Aged Care Employee Direct Care – Level 4	Pay Point 1 \$33.22 Pay Point 2 \$33.82 Pay Point 3 \$34.43
3 rd Year	\$32.47	Aged Care Employee Direct Care – Level 4	Pay Point 1 \$33.22 Pay Point 2 \$33.82 Pay Point 3 \$34.43
Grade 5			
From	\$32.25	Aged Care Employee Direct Care – Level 5	Pay Point 1 \$33.22 Pay Point 2 \$33.82 Pay Point 3 \$34.43
Maintenance Supervisors:			
-Otherwise	\$27.55	Classification not used	Not Applicable
-Otherwise – in charge of staff	\$28.17	Classification not used	Not Applicable
-Tradesperson	\$29.94	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Catering Officers:			
Trainee Catering Officers			
1 st Year	\$24.29	Classification not used	Not Applicable
2 nd Year	\$24.73	Classification not used	Not Applicable
3 rd Year	\$25.26	Classification not used	Not Applicable
Assistant Catering Officers			
80-120 beds	\$26.98	Classification not used	Not Applicable
121-300 beds	\$27.23		
301- 500 beds	\$29.27	Classification not used	Not Applicable
501-1000 beds	\$30.07	Classification not used	Not Applicable
Catering Officer			
80-120 beds	\$28.47	Classification not used	Not Applicable
121-200 beds	\$29.27		
201-300 beds	\$30.07	Classification not used	Not Applicable
201-500 beds	\$31.61	Classification not used	Not Applicable
500-1000 beds	\$34.17	Classification not used	Not Applicable
Apprentices			
Apprentice Cook			
1 st Year (55%)	\$14.48	Refer Clause 13.8(d)	Not Applicable
2 nd Year (65%)	\$17.12	Refer Clause 13.8 (d)	Not Applicable
3 rd Year (80%)	\$21.07	Refer Clause 13.8 (d)	Not Applicable
4 th Year (95%)	\$25.02	Refer Clause 13.8 (d)	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Apprentice Gardener (% of CSE 3)			
1 st Year (55%)	\$14.48	Classification not used	Not Applicable
2 nd Year (65%)	\$17.12	Classification not used	Not Applicable
3 rd Year (75%)	\$19.76	Classification not used	Not Applicable
4 th Year (95%)	\$25.02	Classification not used	Not Applicable
Adult Apprentice			
1 st Year	\$20.56	Refer Clause 13.8 (e)	Not Applicable
2 nd Year	\$22.67	Refer Clause 13.8 (e)	Not Applicable
3 rd Year	\$22.67	Refer Clause 13.8 (e)	Not Applicable
4 th Year	\$25.02	Refer Clause 13.8 (e)	Not Applicable
Community Care Employees:			
New Entrant	\$22.94		
Grade 1	\$24.43	Home Care Employee Level 1	Pay Point 1 \$28.70 Pay Point 2 \$29.22 Pay Point 3 \$29.74
Grade 2	\$24.61	Home Care Employee Level 2	Pay Point 1 \$30.14 Pay Point 2 \$30.68 Pay Point 3 \$31.23

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Grade 3	\$26.38	Home Care Employee Level 3	Pay Point 1 31.64 Pay Point 2 32.21 Pay Point 3 32.79
Community Care Coordinator			
Grade 1	\$42.75	Classification not used	Not Applicable
Grade 2	\$31.00	Classification not used	Not Applicable
Live in Community Carer (Daily Rates)			
Grade 1	\$282.98	Classification not used	Not Applicable
Grade 2	\$302.53	Classification not used	Not Applicable
Grade 3	\$315.81	Classification not used	Not Applicable
Health Professionals			
Diversional Therapists			
Level 1 –(UG2) Diploma/Assoc. Diploma			
1 st Year	\$25.97	Classification not used	Not Applicable
2 nd Year	\$26.98	Classification not used	Not Applicable
3 rd Year	\$28.17	Classification not used	Not Applicable
4 th Year	\$29.14	Classification not used	Not Applicable
5 th Year	\$31.75	Classification not used	Not Applicable
6 th Year and Thereafter	\$30.53	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Level 1 – Bachelor’s Degree			
1 st Year	\$26.98	Classification not used	Not Applicable
2 nd Year	\$28.17	Classification not used	Not Applicable
3 rd Year	\$29.14	Classification not used	Not Applicable
4 th Year	\$31.75	Classification not used	Not Applicable
5 th Year and Thereafter	\$32.87	Classification not used	Not Applicable
Level 1 – Four Year Degree			
1 st Year	\$28.17	Classification not used	Not Applicable
2 nd Year	\$29.14	Classification not used	Not Applicable
3 rd Year	\$31.75	Classification not used	Not Applicable
4 th Year and Thereafter	\$32.87	Classification not used	Not Applicable
Level 1 – Master’s Degree			
1 st Year	\$29.14	Classification not used	Not Applicable
2 nd Year	\$31.75	Classification not used	Not Applicable
3 rd Year and Thereafter	\$32.87	Classification not used	Not Applicable
Level 1 – PHD Entry			
1 st Year	\$31.75	Classification not used	Not Applicable
2 nd Year and Thereafter	\$32.87	Classification not used	Not Applicable
Diversional Therapists – Level 2			
1 st Year	\$33.05	Classification not used	Not Applicable
2 nd Year	\$34.26	Classification not used	Not Applicable
3 rd Year	\$35.56	Classification not used	Not Applicable
4 th Year and Thereafter	\$36.98	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Diversional Therapist – Level 3			
1 st Year	\$38.58	Classification not used	Not Applicable
2 nd Year	\$39.66	Classification not used	Not Applicable
3 rd Year	\$40.52	Classification not used	Not Applicable
4 th Year	\$42.31	Classification not used	Not Applicable
5 th Year and Thereafter	\$43.88	Classification not used	Not Applicable
Other Health Professionals			
Level 1 –(UG2) Diploma/Assoc. Diploma			
1 st Year	\$28.31	Classification not used	Not Applicable
2 nd Year	\$29.99	Classification not used	Not Applicable
3 rd Year	\$31.27	Classification not used	Not Applicable
4 th Year	\$32.42	Classification not used	Not Applicable
5 th Year	\$33.50	Classification not used	Not Applicable
6 th Year and Thereafter	\$34.34	Classification not used	Not Applicable
Level 1 – Three Year Degree			
1 st Year	\$29.99	Classification not used	Not Applicable
2 nd Year	\$31.27	Classification not used	Not Applicable
3 rd Year	\$32.42	Classification not used	Not Applicable
4 th Year	\$33.50	Classification not used	Not Applicable
5 th Year and Thereafter	\$34.34	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Level 1 – Four Year Degree			
1 st Year	\$31.27	Classification not used	Not Applicable
2 nd Year	\$32.42	Classification not used	Not Applicable
3 rd Year	\$33.50	Classification not used	Not Applicable
4 th Year	\$34.34	Classification not used	Not Applicable
Level 1 – Master’s Degree			
1 st Year	\$32.42	Classification not used	Not Applicable
2 nd Year	\$33.50	Classification not used	Not Applicable
3 rd Year	\$34.34	Classification not used	Not Applicable
Level 1 – PHD			
1 st Year	\$33.50	Classification not used	Not Applicable
2 nd Year	\$34.34	Classification not used	Not Applicable
Level 2			
1 st Year	\$34.34	Classification not used	Not Applicable
2 nd Year	\$34.83	Classification not used	Not Applicable
3 rd Year	\$35.77	Classification not used	Not Applicable
4 th Year	\$36.98	Classification not used	Not Applicable
Level 3			
1 st Year	\$38.58	Classification not used	Not Applicable
2 nd Year	\$39.66	Classification not used	Not Applicable
3 rd Year	\$40.52	Classification not used	Not Applicable
4 th Year	\$42.31	Classification not used	Not Applicable
5 th Year and Thereafter	\$43.88	Classification not used	Not Applicable

Current Classification	Wage Rates as at 1 July 2022	New Structure Classification	New Wage Rate as at 1 July 2023
Clerical and Administrative Employees			
Juniors < 21			
Grade 1	\$24.04	Classification not used	Not Applicable
Grade 2	\$24.47	Classification not used	Not Applicable
Grade 3	\$24.76	Classification not used	Not Applicable
Grade 4	\$25.60	Classification not used	Not Applicable
Grade 5	\$27.46	Classification not used	Not Applicable
Clerical and Administrative Employees			
Adults			
Grade 1	\$25.22	Classification not used	Not Applicable
Grade 2	\$26.75	Classification not used	Not Applicable
Grade 3	\$28.35	Classification not used	Not Applicable
Grade 4	\$29.67	Classification not used	Not Applicable
Grade 5	\$31.05	Classification not used	Not Applicable

SCHEDULE C - PAY RATES

Classification	First pay period on or after 1 July 2023
Aged Care Employee General - Level 1	23.97
Aged Care Employee General - Level 2 – Pay Point 1	26.22
Aged Care Employee General - Level 2 – Pay Point 2	26.69
Aged Care Employee General - Level 2 – Pay Point 3	27.17
Aged Care Employee General - Level 3 – Pay Point 1	27.53
Aged Care Employee General - Level 3 – Pay Point 2	28.03
Aged Care Employee General - Level 3 – Pay Point 3	28.53
Aged Care Employee General - Level 4 – Pay Point 1	28.91
Aged Care Employee General - Level 4 – Pay Point 2	29.43
Aged Care Employee General - Level 4 – Pay Point 3	29.96
Aged Care Employee General - Level 5 – Pay Point 1	30.35
Aged Care Employee General - Level 5 – Pay Point 2	30.90
Aged Care Employee General - Level 5– Pay Point 3	31.46
Aged Care Employee Direct Care - Level 1 – Pay Point 1	28.70
Aged Care Employee Direct Care - Level 1– Pay Point 2	29.22
Aged Care Employee Direct Care - Level 1– Pay Point 3	29.74
Aged Care Employee Direct Care - Level 2– Pay Point 1	30.14
Aged Care Employee Direct Care - Level 2– Pay Point 2	30.68
Aged Care Employee Direct Care - Level 2– Pay Point 3	31.23
Aged Care Employee Direct Care - Level 3– Pay Point 1	31.64

Classification	First pay period on or after 1 July 2023
Aged Care Employee Direct Care - Level 3– Pay Point 2	32.21
Aged Care Employee Direct Care - Level 3– Pay Point 3	32.79
Aged Care Employee Direct Care - Level 4– Pay Point 1	33.22
Aged Care Employee Direct Care - Level 4– Pay Point 2	33.82
Aged Care Employee Direct Care - Level 4– Pay Point 3	34.43
Home Care Employee – Level 1 – Pay Point 1	28.70
Home Care Employee – Level 1 – Pay Point 2	29.22
Home Care Employee – Level 1 – Pay Point 3	29.74
Home Care Employee – Level 2 – Pay Point 1	30.14
Home Care Employee – Level 2 – Pay Point 2	30.68
Home Care Employee – Level 2 – Pay Point 3	31.23
Home Care Employee – Level 3 – Pay Point 1	31.64
Home Care Employee – Level 3 – Pay Point 2	32.21
Home Care Employee – Level 3 – Pay Point 3	32.79
Enrolled Nurse - Level 1 Pay Point 1	33.99
Enrolled Nurse - Level 1 – Pay Point 2	34.60
Enrolled Nurse - Level 1 – Pay Point 3	35.22
Enrolled Nurse - Level 2 – Pay Point 1	35.69
Enrolled Nurse - Level 2 – Pay Point 2	36.33
Enrolled Nurse - Level 2– Pay Point 3	36.99
Enrolled Nurse - Level 3 – Pay Point 1	37.47
Enrolled Nurse - Level 3 – Pay Point 2	38.15
Enrolled Nurse - Level 3 – Pay Point 3	38.84

Classification	First pay period on or after 1 July 2023
Registered Nurse – Level 1 – Year 1	38.91
Registered Nurse – Level 1 – Year 2	41.13
Registered Nurse – Level 1 – Year 3	43.48
Registered Nurse – Level 1 – Year 4	45.99
Registered Nurse – Level 1 – Year 5 Pay Point 1	51.55
Registered Nurse – Level 1 – Year 5 Pay Point 2	52.48
Registered Nurse – Level 1 – Year 5 Pay Point 3	53.42
Registered Nurse – Level 2 – Year 1	54.65
Registered Nurse – Level 2 – Year 2	57.38
Registered Nurse – Level 2 – Year 3	60.25
Registered Nurse – Level 2 – Year 4 Pay Point 1	63.26
Registered Nurse – Level 2 – Year 4 Pay Point 2	64.40
Registered Nurse – Level 2 – Year 4 Pay Point 3	65.56

SCHEDULE D - ALLOWANCES

Column 1	Column 2	Column 3	Column 4	Column 5	Column 6
Item Number	Description	Current Rate	Clause Number	First pay Period on or after 1 July 2023	Payment Arrangements
1	Broken Shift Allowance	0.5 of hour at ordinary pay	19.1 (g)	\$19.39 \$25.67	1 Unpaid Break 2 Unpaid Breaks
2	Sleepover Allowance	2.2 hours of ordinary pay	19.2 (c)	2.2 hours ordinary pay	For each Sleepover
3	In charge of facility, 100 beds or more	\$42.10 per shift	24.1(b)	\$44.50	Per Shift
5	Vehicle /Travel Allowance	92 cents per kilometre	24.2 (a), (c) & (d)	96 cents per kilometre	Per Kilometre
6	On Call Allowance	\$23.88 Per day	24.3(a)	\$45.20	Per Day
7	Laundry Allowance	\$6.07 per week	24.4(b)	0.52 cents per hour with a maximum of \$2.00	Per hour or per week
8	Meal Allowance	See on call meal	24.5 (a)	\$15.20	Per Overtime Shift where no food is provided

THE FAIR WORK COMMISSION

FWC Matter No.: AG2023/3710

Applicant: Port Stevens Veterans & Citizens Aged Care Limited

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Suzanne Newton, Chief Executive Officer have the authority given to me by Port Stevens Veterans & Citizens Aged Care Limited to give the following undertakings with respect to the Port Stevens Veterans & Citizens Aged Care Enterprise Agreement 2023 ("the Agreement"):

1. To satisfy the BOOT requirements the hourly rate for Aged Care Employee General Level 1 will be increased from the existing Aged Care Award rate (\$23.97) to \$25.10 for the proposed agreement.

2. To satisfy the BOOT requirements Clause 12.8 (d) and (e) will be replaced with the following:

"The rate of pay for both apprentices and adult apprentices will be as identified in the Aged Care Award Clause 14.1 (Cooking Apprentices) and 14.6 Adult Apprentices, plus an additional 5% over Award payment."

3. To satisfy the BOOT requirements Clause 12. 7 (a) will be replaced with the following:

"Trainees shall be employed in accordance with the provisions set out in Schedule E of the Miscellaneous Award 2010, with pay rates at the rates identified inn this Schedule plus an additional 5% over Award payment."

4. To satisfy the BOOT requirements Clause 16.2 (d) will be replaced with the following:

"For employees who would be traditionally covered under the Aged Care Award in both General and Direct Care classifications (not performing night shift) each shift shall consist of no more than 8 hours work at ordinary time (not including unpaid breaks). For Direct Care employees who engaged on night shift will as a minimum will be classified Aged Care Employee Direct Care Level 3 Pay Point 1 where each shift shall consist of no more than 10 hours work at ordinary time (not including unpaid breaks). For all other staff, each shift shall consist of no more than 10 hours work at ordinary time (not including unpaid breaks)."

These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.

Signature



Date

9/11/2023