



DECISION

Fair Work Act 2009
s.185—Enterprise agreement

Froniditha Care
(AG2023/4480)

FRONDITHA CARE, ANMF AND HSU ENTERPRISE AGREEMENT 2023

Aged care industry

DEPUTY PRESIDENT SAUNDERS

NEWCASTLE, 8 DECEMBER 2023

Application for approval of the Froniditha Care, ANMF and HSU Enterprise Agreement 2023.

[1] An application has been made for approval of an enterprise agreement known as the *Froniditha Care, ANMF and HSU Enterprise Agreement 2023*. (**Agreement**). The application was made pursuant to section 185 of the *Fair Work Act 2009* (**Act**). The Agreement is a single enterprise agreement.

[2] The *Fair Work Legislation Amendment (Secure Jobs, Better Pay) Act 2022* (Cth) (Amending Act) made a number of changes to enterprise agreement approval processes in Part 2-4 of the Act, that commenced operation on 6 June 2023.

[3] 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 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 the Agreement was after 6 June 2023.

[4] 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. The *better off overall test* provisions in Part 2-4 of the Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the agreement was made before 6 June 2023. The Agreement was *made* on 8 August 2023.

[5] The Employer has provided written undertakings (**Undertakings**). A copy of the Undertakings is attached in Annexure A to this decision. I am satisfied that the effect of accepting the Undertakings is not likely to:

(a) cause financial detriment to any employee covered by the Agreement; or

(b) result in substantial changes to the Agreement.

[6] The views of each person who the Fair Work Commission knows is a bargaining representative for the Agreement have been sought in relation to the Undertakings.

[7] Pursuant to subsection 190(3) of the Act, I accept the Undertakings. The Undertakings are taken to be a term of the Agreement.

[8] Subject to the Undertakings, I am satisfied that each of the requirements of sections 186, 187, 188 and 190 of the Act as are relevant to this application for approval have been met.

[9] The Australian Nursing and Midwifery Federation and the Health Services Union, each being a bargaining representative for the Agreement, have given notice under section 183 of the Act that it wants the Agreement to cover it. In accordance with subsection 201(2) of the Act, I note that the Agreement covers each organisation.

[10] The Agreement is approved and, in accordance with section 54 of the Act, will operate from 15 December 2023. The nominal expiry date of the Agreement is 28 February 2025.



DEPUTY PRESIDENT

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Annexure A

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/4480

Applicant:

Froniditha Care

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Helen Christo, Executive GM People and Culture for Froniditha Care ("the Employer") give the following undertakings with respect to the *Froniditha Care ANMF and HSU Enterprise Agreement 2023* ("the Agreement"):

1. I have the authority given to me by Froniditha Care to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer hereby undertakes that where an employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.
3. The Employer hereby undertakes that the Agreement does not apply to Gardeners engaged in any apprenticeship program.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

5/12/2023

Date

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 the agreement.

**FRONDITHA CARE,
ANMF and HSU
ENTERPRISE AGREEMENT 2023**

ENTERPRISE AGREEMENT

PART A – APPLICATION AND OPERATION

1 TITLE

This Agreement shall be called the *Froniditha Care, ANMF and HSU Enterprise Agreement 2023* ('**Agreement**') and records the terms agreed between those parties in full settlement of the claim served and shall apply for the duration of the Agreement.

2 ARRANGEMENT

This Agreement shall be arranged as follows:

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3 VARIATION OF AGREEMENT

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

4 BINDING FORCE OF THE AGREEMENT

This Agreement will be binding on the following parties:

- 4.1 Fronditha Care with regards to its operations in the State of Victoria and New South Wales (**‘the Employer’**); and
- 4.2 Any aged care facilities in Victoria or New South Wales, acquired by Fronditha Care or which may open for trading during the term of this agreement, subject to the transfer of business employment provisions of the Act.
- 4.3 All persons whose employment is at any time when the Agreement is in operation are subject to the Agreement (Employee).

- 4.4 The Employer will formally advise the Australian Nursing and Midwifery Federation (Victorian Branch) and the New South Wales Nurses and Midwives Association (collectively the ‘ANMF’) and the Health Services Union of Australia Victoria No 1 Branch, trading as the Health Workers Union and the Health Services Union NSW/ACT/Qld (collectively the ‘HSU’) when the Agreement is made in order for the ANMF and HSU to apply under s.183 of the Act to be covered by the Agreement.

5 SCOPE OF THE AGREEMENT

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

6 RELATIONSHIP TO NES AND AWARDS

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

- 6.2 The Schedules and Appendices attached to this Agreement form part of this Agreement.

7 DATE AND PERIOD OF OPERATION

This Agreement shall come into operation on the seventh day after the Agreement is approved by the Fair Work Commission (‘FWC’) and its Nominal Expiry Date will be 28 February 2025. The parties will endeavour to take reasonable steps to commence negotiation for any replacement agreement four months prior to the Nominal Expiry Date.

8 NO FURTHER CLAIMS

- 8.1 The Employees and Employer bound by this Agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 8.2 Subject to the Employer meeting its obligations to consult including those arising under this Agreement or a contract of employment binding on that Employer, it is not the intent of this provision to inhibit, limit or restrict the Employer’s right or ability to introduce change at the workplace.

9 SAVINGS CLAUSE

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

10 DEFINITIONS

10.1 The **‘allowance rate’** for Enrolled Nurses is the weekly rate for EN 2.1 unless otherwise specified.

The **‘allowance rate’** for HASA Employees is the weekly rate for Wage Skill Group 5 Year 1 unless otherwise specified.

The **‘allowance’ or ‘base rate’** for Registered Nurses is the weekly rate for Grade 2 Year 1 unless, except in respect to shift allowances when the allowance rate will be the relevant percentage of Grade 1 (Grad Year).

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

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

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

Experience for the purposes of progression between Grades, Pay Points or Year Levels for all Registered Nurses and Enrolled Nurses means where an Employee has worked an average of 24 hours per week, or more or an average of three shifts per week, or more, in a year. A Registered Nurse or Enrolled Nurse who has worked less than an average of 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before being eligible for advancement to the next succeeding experience increment (if any), within the grade or sub-grade in which the Employee is employed.

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

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

Experience for the purposes of appointment for Registered Nurses means paid service whether in Australia or internationally as a registered nurse, registered midwife or enrolled nurse, following registration by the professional registration body, in a Level in which the Employee is, or is about to be, employed except:

- (a) where an Internationally Qualified Nurses ('IQN') is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place;
- (b) where an IQN is granted registration subject to successful completion of a bridging program previous experience will not be counted;
- (c) where an IQN is required by the Australian professional registration body to undertake an outcome-based assessment previous experience will not be counted.

Where an Employee previously has been employed in a higher grade or sub-grade, service and experience in such higher grade or sub-grade shall count as service and experience in the lower grade or sub-grade for the purposes of determining such Employee's experience, provided that where an Employee has not been regularly employed as a Registered Nurse, or has not actively nursed for a period of five years or more, such Employee's prior service and experience shall not be taken into account.

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

HASA Award means the former *Health and Allied Services – Private Sector Victoria Consolidated Award 1998*.

HASA Employee refers to an Employee whose employment would, but for this Agreement, be covered by the *Aged Care Award 2010* and has the same meaning as Aged Care Employee.

NES refers to the National Employment Standards, legislated standards for workplace conditions established under the Act.

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

NMBA is the Nursing and Midwifery Board of Australia.

PCW refers to Personal Care Workers.

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

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

The Act means the *Fair Work Act 2009 (Cth)*.

Unions means the ANMF and the HSU.

11 AGREEMENT FLEXIBILITY

11.1 An Employer and Employee covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:

- (a) The agreement deals with one or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances; and
 - (v) leave loading;
- (b) The arrangement meets the genuine needs of the Employer and Employee in relation to one or more of the matters mentioned in paragraph (a); and
- (c) The arrangement is genuinely agreed to by the Employer and the Employee.

11.2 The Employer must ensure that the terms of the individual flexibility arrangement:

- (a) are about permitted matters under s.172 of the Act; and
- (b) are not unlawful terms under s.194 of the Act; and
- (c) result in the Employee being better off overall than the Employee would be if no arrangement was made.

11.3 The Employer must ensure that the individual flexibility arrangement:

- (a) is in writing; and
- (b) includes the name of the Employer and Employee; and
- (c) is signed by the Employer and Employee and if the Employee is under 18 years of age, signed by a parent or guardian of the Employee; and
- (d) includes details of:
 - (i) the terms of the enterprise 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 his or her employment as a result of the arrangement; and
- (e) states the day on which the arrangement commences.

11.4 The Employer must give the Employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- 11.5 The Employer or Employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the Employer and Employee agree in writing — at any time.
- 11.6 The right to request an individual flexibility arrangement under this clause is in addition to the right contained in the NES at the commencement of the agreement of an Employee to request a change in working arrangements in accordance with s.65 of the Act in circumstances where the Employee is:
- (a) pregnant;
 - (b) the parent or has the responsibility for the care of a child who is of school age or younger;
 - (c) a carer (within the meaning of the *Carer Recognition Act 2010*);
 - (d) has a disability;
 - (e) is 55 or older;
 - (f) is experiencing violence from a member of the Employee's family; or
 - (g) provides care or support to a member of the Employee's immediate family, or a member of the Employee's immediate household, who requires care or support because the member is experiencing violence from the member's family.
- 11.7 A request made pursuant to clause 11.6 of this Agreement must be in writing and set out the detailed reasons for the change. The Employer must respond in writing to the request within 21 days stating whether the request has been granted or refused. If refused the response must include details of the reasons of the refusal. The Employer may only refuse the request on reasonable business grounds (as defined in s. 65(5) of the Act). Should the NES be amended during the life of this Agreement the amended NES will apply.
- 11.8 To avoid doubt, and without limiting clauses 11.6 and 11.7, an Employee who:
- (a) is a parent, or has responsibility for the care, of a child; and
 - (b) is returning to work after taking leave in relation to the birth or adoption of the child;
- may request to work part-time to assist the Employee to care for the child.
- 11.9 The Employee is not entitled to make a request pursuant to clause 11.6 unless:
- (a) for an Employee other than a casual Employee – the Employee has completed at least 12 months of continuous service with the Employer immediately before making the request; or

- (b) for a casual Employee – the Employee:
 - (i) is, immediately before making the request, a regular casual Employee of the Employer who has been employed on that basis for a sequence of periods of employment during a period of at least 12 months; and
 - (ii) has a reasonable expectation of continuing employment by the Employer on a regular and systematic basis.

12 ANTI DISCRIMINATION

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

PART B – WAGES AND ALLOWANCES

13 WAGES

- 13.1 The current base rates of pay specified in Appendix A applying to each Employee to whom this Agreement applies shall be increased as follows:
 - (a) By 3.25% from the first full pay period on or after 1 November 2022, unless this wage increase has already been passed on ahead of the first full pay period after approval of this Agreement;

- (b) By the amounts identified in Appendix A in respect to the Aged Care Work Value (ACWV) increases from the first full pay period on or after 21 August 2023;
 - (c) By a further 2.5% from the first full pay period on or after 1 November 2023;
 - (d) By a further 2.25% from the first full pay period on or after 1 November 2024.
- 13.2 Rates of pay (and allowances) as increased by this Agreement are set out at Appendix A. The parties to this Agreement expect that, barring exceptional circumstances, the next wage increase after that prescribed in Clause 13.1 will be no later than the first full pay period on or after 1 November 2025.
- 13.3 Allowances that are not determined as a percentage of a wage rate under this Agreement (such as laundry, uniform and other allowances not fixed as a percentage of the weekly rate) shall be increased in accordance with the increases prescribed in Clause 13.1 unless stated otherwise in Appendix A.
- 13.4 So long as an Employee is subject to this Agreement, the basic periodic rate of pay that is payable to the Employee will not be less than the basic rate of pay which would have been applicable to the Employee under the NES under the Act had the Employee not been subject to an Award or this Agreement.

Future Aged Care Work Value increases

- 13.5 The parties acknowledge that the rates for non-direct care workers have been increased in this Agreement by the same amount as direct-care workers from the first full pay period on or after 21 August 2023, despite the Employer not being funded for that increase and it being in addition to the increases outlined in clauses 13.1 (a), (c) and (d) above. This increase at clause 13.1(b) with respect to non-direct care workers is a forward payment on any wage increase resulting from Stage 3 of the ACWV proceedings. The parties will make all reasonable endeavours to meet within 28 days of a decision of the FWC with respect to Stage 3.
- 13.6 Provided the outcome is funded by the Commonwealth, the Employer commits to pass on all of the additional ACWV funding to relevant staff in accordance with any Commonwealth Wages Guidance (subject to it being sufficient to meet both substantive wages and on-costs). The forward payment with respect to non-direct care workers as provided in this Agreement will be taken into account in those discussions and will be set off against any further increase awarded by the ACWV proceedings.
- 13.7 In implementing any outcome from Stage 3 and taking into account the consideration previously provided as set out in clause 13.6, the Employer commits, in a timely manner, to seek to vary the Wages Schedule and any consequential provisions of this Agreement in accordance with the Act.

14 PAYMENT OF WAGES

- 14.1 Wages will be paid fortnightly, unless otherwise mutually agreed in writing up to a maximum period of one month. Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- 14.2 Where an underpayment of wages occurs by reason of an error in calculation by the Employer involving 2.5% or more of the Employee's net weekly wage, the payment will be corrected within 24 hours at the request of the Employee. This shall not apply where the Employer and Employee are in genuine dispute as to whether the monies are owed to the Employee.
- 14.3 Wages shall be paid during working hours not later than Thursday following the end of the weekly or fortnightly pay period provided that when a public holiday occurs on a Thursday or Friday, payment shall be made on the Wednesday.
- 14.4 At the time of making payment to the Employee, the Employer shall provide to each Employee a statement detailing the following information: name and classification of the Employee; the period the pay relates to and the date of payment; the hourly rate of pay; the amount of payment including allowances; the amount of pay deductions; amounts of occupational superannuation contributions; and details of funds into which contributions are being paid.
- 14.5 **Payment of Wages following Termination**

When notice of termination of employment has been given by an Employee or an Employee's services have been terminated by an Employer, payment of all wages and other monies owing to an Employee shall be made to the Employee within 24 hours of termination. Termination payments will include the payment of leave loading as per the provisions of Clause 49.
- 14.6 In respect to Enrolled Nurses and HASA Employees only, where payment is made later than 24 hours after termination:
 - (a) If an Employee is kept waiting for more than 24 hours, such Employee shall be paid overtime rates for the duration of the period until such monies owing are paid with a minimum payment of two hours and a maximum payment of seven hours and 36 minutes per day.
 - (b) Notwithstanding the above, this subclause will not come into effect if the payment of wages or other monies owed falls on a declared public holiday. This clause will come into effect upon the expiration of such a declared public holiday.
 - (c) This subclause will not come into effect if any unforeseen event outside the control of the Employer frustrates the Employer's ability to meet the requirements of this subclause.

15 SALARY PACKAGING

- 15.1 By agreement with the Employee, an Employee's pay may be salary packaged.

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

16 OCCUPATIONAL SUPERANNUATION

- 16.1 The subject of superannuation is dealt with extensively by legislation including the *Superannuation Guarantee (Administration) Act 1992*, the *Superannuation Guarantee Charge Act 1992*, the *Superannuation Industry (Supervision) Act 1993* and the *Superannuation (Resolution of Complaints) Act 1993*. This legislation, as varied from time to time, governs the superannuation rights and obligations of the parties.
- 16.2 To the extent legally permissible, and to the extent that any charge or penalty would not be imposed upon the Employer, the Employer shall make occupational superannuation contributions to the Fund. 'The Fund' for the purpose of this Agreement shall mean:
- (a) Health Employees Superannuation Trust of Australia ('**HESTA**') established and governed by a trust deed 23 July 1987, as may be amended from time to time, and includes any superannuation scheme which may be made in succession thereto;
 - (b) Health Super (a division of First State Superannuation Scheme), or
 - (c) Any other complying fund upon a request from the Employee and with the consent of the Employer.

- 16.3 The Employer shall participate in accordance with the trust fund deeds. The Employer shall make application to the Fund to become a participating Employer in the Fund and shall become a participating Employer upon acceptance by the Trustee of the Fund.
- 16.4 Upon commencement of employment, the Employer shall provide each Employee with membership forms for the funds listed in Clauses 16.2(a) and 16.2(b) above and shall forward the completed membership forms for the Employee's choice of fund within 28 days. To the extent required by the *Superannuation Guarantee (Administration) Act 1992* (Cth), where a new Employee does not choose a complying super fund within 28 days, the Employer will contact the ATO to confirm if the Employee has a 'stapled' fund. If the Employee has a 'stapled' fund, the Employer will make contributions into that account. If the Employee does not have a 'stapled fund' and does not choose a complying super fund within 28 days of commencing employment, the Employer will create an account for the Employee using the Employer's default fund, HESTA ("**Default Fund**"). The Default Fund offers a MySuper Product.
- 16.5 Each Employee shall be eligible to receive contributions from the date of eligibility, notwithstanding the date the membership application prescribed in Clause 16.4 was forwarded to the Fund.
- 16.6 The Employer will contribute to the Fund, on behalf of each Employee, the percentage of ordinary time earnings required by legislation, calculated to the nearest ten cents (any fraction below five cents shall be disregarded). Contributions will be made monthly on behalf of each Employee regardless of the Employee's age or ordinary times earnings in any month. In addition, contributions will be made in relation to any paid parental leave.
- 16.7 'Ordinary time earnings' are currently defined by the legislation and includes allowances for ordinary hours of work (including annual leave loading on annual leave, to the extent that any such loading is not paid to compensate Employees for overtime worked). Such allowances include those such as shift, qualification and leader allowances. However, they do not include those that arise during overtime (such as meal allowance) other than in circumstances required by legislation and will not include allowances paid with the expectation that they will be spent in the course of employment (such as travel allowances, laundry and uniform). In respect to what constitutes 'ordinary hours', Superannuation Guarantee Contributions will be paid in respect to each hour worked which is paid at ordinary time (including all hours which are additional to contracted hours). The parties acknowledge that the legislative definition of 'ordinary time earnings' may vary and, in that event, the legislative definition shall apply.
- 16.8 Where an Employer makes an application for an exemption from monthly payments to the Fund, the Employees shall be notified in writing prior to the application being made. Upon request from an Employee, the Employer must provide a copy of the remittance receipt from the Fund showing the contributions made on the Employee's behalf or make it available for inspection, save that the Employee shall be entitled to take a copy. The Employer shall contribute all superannuation contributions in accordance with the Trust Deed, save that late

payment for reasons beyond the control of the Employer and non-allocation by the Fund shall not constitute a breach of this Agreement.

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

Voluntary Contributions

- 16.10 Where an Employee wishes to make voluntary contributions to the Fund, the Employee may authorise the Employer to deduct from the Employee's wages an amount or percentage specified by the Employee. Voluntary contributions deducted under this provision will be forwarded to the Fund by the Employer at the same time as the Employer's contributions. Where the Employer receives written authorisation from an Employee, it must commence making payments into the Fund on behalf of the Employee within 14 days of receiving the authorisation.
- 16.11 An Employee may vary his or her additional contributions by a written authorisation and the Employer must alter the additional contributions within 14 days of receiving the authorisation. An Employee may only vary his or her additional contributions once each month.

Salary Sacrifice

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

voluntary contributions must be included in pay slips provided by the Employer to each Employee.

17 QUALIFICATIONS ALLOWANCE

Qualifications Allowance – Registered Nurse

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

- (a) A Registered Nurse holding more than one qualification is only entitled to one qualification allowance, being the allowance for the highest qualification held. It must be demonstrated that the qualification is relevant to residential aged care, specifically one of the following areas:
 - Gerontological nursing, or
 - Management, or
 - Other qualification with a component that has application to nursing in Aged Care.

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

- (b) In considering whether a component of the qualification is relevant, the nature of the qualification and the current area of practice of the qualification holder are the main criteria. Other considerations may include:
 - (i) the clinical or other area of work of the Registered Nurse;
 - (ii) the classification and position description of the Registered Nurse;
 - (iii) whether the qualification would assist the Registered Nurse in performing her or his role and/or assist in maintaining quality patient care and/or assist in the administration of the ward/unit/area in which the Registered Nurse is employed.
- (c) ‘**Allowance rate**’ under this Clause shall be defined as the weekly rate applicable to an Employee at the Registered Nurse Level 2 Year 1 classification level.
- (d) A Registered Nurse claiming entitlement to a qualification allowance must provide to the Employer evidence of that Registered Nurse holding the qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

- (e) For the avoidance of doubt, a qualification allowance cannot be claimed by a Registered Nurse in respect of that Employee's base qualification leading to registration as a Registered Nurse with the exception of:
- A Hospital Certificate or Graduate Certificate;
 - Postgraduate Diploma;
 - An Honours Degree;
 - A double Degree;
 - A Masters Degree; or
 - A Doctorate.
- (f) Certificates obtained from training or education facilities (e.g. infection control certificates from the Mayfield Centre) shall be recognised provided that the programmes are equivalent to a University Graduate Certificate and the training/education facility verifies that in writing.
- (g) A Registered Nurse who holds a Hospital Certificate or Graduate Certificate (or equivalent) shall be paid, in addition to their salary, 4.0% of the Allowance Rate.
- (h) A Registered Nurse Division 1 who holds a Post-Graduate Diploma or a Degree (or equivalent), other than a nursing undergraduate degree, an honours degree or a double degree, shall be paid, in addition to her or his salary, 6.5% of the Allowance Rate.
- (i) A Registered Nurse who holds a Masters Degree or Doctorate (including a qualification completed prior to, or that leads to, registration), shall be paid, in addition to their salary, 7.5% of the Allowance Rate.
- (j) The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve month period and long service leave. In the case of annual leave, the qualifications allowance is added to those components detailed at Clause 49.7(a)(i)(B) of this Agreement. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading calculated on a projected roster basis, but will receive it in addition to a loading paid as a flat 17.5% at Clause 49.7(a)(i)(A).
- (k) The allowance is to be paid on a pro-rata basis for non-full-time Employees, including casuals.

Qualifications Allowance – Enrolled Nurse

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

- (a) An Enrolled Nurse who holds a certificate or qualification (which is in addition to the minimum qualification held by the Nurse for registration by the Nursing and Midwifery Board of Australia) in which it is demonstrated that a component of the qualification is applicable to his

or her area of practice and/or work in aged care shall be paid the following allowance:

- (i) a certificate or qualification, (or at least two certificates of attainment for units of competency toward the Diploma, Advanced Diploma of Nursing or Degree in Nursing) totalling a minimum of 140 nominal classroom hours (or a course of a minimum six months duration), at the rate of 4% of their applicable weekly Pay Point rate for all hours worked as prescribed in Appendix A. This allowance will not be payable separately to ENs from the first full pay period on or after 1 November 2023 (see clause 35.7(b)(i));
- (ii) a certificate or qualification (or at least two certificates of attainment for units of competency toward the Advanced Diploma or Degree in Nursing) totalling a minimum of 140 nominal classroom hours (or a course of a minimum twelve months duration) – at the rate of 3.5% of the allowance rate for all hours worked.

Note: under the previous enterprise agreement ENs qualified to administer medications have been paid a 4% medication allowance. This will continue to be paid separately until the first full pay period on or after 1 November 2023 when it will be rolled into the wage rates in Appendix A (see clause 35.7(b)(i)).

- (b) An Enrolled Nurse claiming entitlements to a qualification allowance must provide the Employer with evidence of that Enrolled Nurse holding the certificate/s or qualification for which the entitlement is claimed. Payment shall be from the first pay period on or after evidence or the qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.
- (c) For the avoidance of doubt, a qualification allowance cannot be claimed by an Enrolled Nurse in respect of that person's base qualification leading to registration as an Enrolled Nurse.
- (d) The above allowances are to be paid during all periods of paid leave except sick leave taken (either in individual periods or consecutively) beyond a total of 21 days in any twelve-month period and long service leave. In the case of annual leave, these allowances are added to those components detailed at Clause 49.7(a)(i)(B) of this Agreement. For the avoidance of doubt, the Employee would not receive the allowance in addition to leave loading calculated on a projected roster basis but will receive it in addition to a loading paid as a flat 17.5% at Clause 49.7(a)(i)(A).
- (e) The allowance is to be paid on a pro-rata basis for non-full-time Employees.

18 DIRTY AND OFFENSIVE WORK

- 18.1 An allowance (per hour or part thereof), as set out in Appendix A, shall be paid to an Employee (except for a Registered Nurse) in any classification for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification.

19 LEADER ALLOWANCE – HASA EMPLOYEES AND ENROLLED NURSES

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

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

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

- 19.2 A net addition to the work value of the substantive role required of a HASA Employee or Enrolled Nurse would be characterised by:
- (a) the additional functions or duties are a regular and on-going requirement; and
 - (b) experience in the role commensurate with this clause, coupled with on the job training where provided by the Employer; and
 - (c) the necessity for additional training in a particular aspect of the role above that required to fulfil the role of a HASA Employee or Enrolled Nurse employed in a similar area of areas; and
 - (d) a greater level of judgment is required from the HASA Employee or Enrolled Nurse whereby the Employee is capable of making independent decisions to a degree not generally expected of a HASA Employee or Enrolled Nurse employed in a similar area or areas; and
 - (e) a higher degree of accountability is expected for work undertaken, such that the HASA Employee or Enrolled Nurse is clearly performing at a level above that of her or his peers employed in a similar area or areas within the Employer’s facility.

19.3 PCW Medication Awareness and Assistance Allowance

Where an appropriately trained PCW agrees to assist residents to take their medication, which will only occur in clinically appropriate circumstances, then the PCW will be paid an allowance of 4% of their ordinary hourly rate for all hours of the rostered shift, irrespective of the amount of time taken to assist with medications. Such allowance may be paid in addition to the Leader Allowance.

20 UNIFORMS AND LAUNDRY

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

21 MEAL ALLOWANCE

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

22 TRAVELLING, TRANSPORT AND FARES

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

23 ON CALL ALLOWANCE AND TELEPHONE RECALL PROVISION

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

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

24 MODES OF EMPLOYMENT

24.1 Employment Categories

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

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

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

24.2 Full-time Employment

- (a) A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to Clause 41 of this Agreement.

- (b) A full-time Employee will be rostered for a minimum of four hours on any shift. This minimum engagement excludes recall to work (Clause 42) and attendance at meetings and mandatory training (Clause 40).

24.3 **Part-time Employment**

- (a) A part-time Employee is an employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) A part-time Employee will be rostered for a minimum of three hours on any shift. This minimum engagement excludes recall to work (Clause 42) and attendance at meetings and mandatory training (Clause 40).
- (c) Unless otherwise stated, the terms of this agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.

24.4 Subject to the rostering provisions of Clause 44, before commencing employment, the Employer and Employee will agree in writing on a regular pattern of work including the number of actual contracted hours to be worked in each week or fortnight, the pattern of days and times of the week the Employee will work and the starting and finishing times of each shift each day.

24.5 **Review of part-time hours**

- (a) Where over a period of 52 weeks or more a part-time Employee regularly and systematically works more than their contracted hours, the Employer or the Employee may request in writing a contract reflecting that the Employee's hours have increased on a permanent basis. Such a request will not be unreasonably refused by either party.
- (b) An Employee will not be considered to be regularly and systematically rostered if the shifts the Employee has been working are replacing an absent Employee (for example parental leave, long service leave, workers' compensation or personal leave) or a temporary flexible work arrangement.
- (c) A written response will be provided no later than 21 days from the date of a request (by either an Employee or Employer). Where the request is refused, the written response will include reasons for the refusal. Where the Employer makes the request under subclause (a), at the time of making the request the Employer will also notify the Employee in writing of their obligations under this subclause.
- (d) Where such a conversion occurs, the Employee will be provided with a Letter of Appointment setting out the revised employment arrangements.

24.6 Casual Employment

- (a) A casual employee is a person engaged in relieving work or work of a casual nature and whose engagement is terminable by an Employer in accordance with the Employer's requirements without the requirement of prior notice by either party. As such casual Employees are employed on an hourly basis.
- (b) A casual Employee will be paid the base hourly rate set out in Appendix A appropriate to the Employee's classification plus a casual loading of 25% for ordinary hours of work Monday to Friday. In addition, a casual Employee shall be entitled to receive the appropriate uniform and other allowances prescribed herein.
- (c) The Annual Leave, paid Personal Leave, paid Compassionate Leave and Termination of Employment provisions shall not apply in the case of a casual Employee.
- (d) Where a casual Enrolled Nurse, PCW or aged care Employee has continuous service in accordance with Clause 53 of this Agreement, such Employee shall not be excluded from the long service leave provisions prescribed in Clause 53. A casual Registered Nurse will be eligible for long service leave in accordance with the *Long Service Leave Act 2018* (Vic) (**Vic LSL Act**) or the *Long Service Leave Act 1955* (NSW) (**NSW LSL Act**) as applicable to the Employee's place of work.

24.7 Casual Employment - Caring Responsibilities

- (a) Subject to the evidentiary and notice requirements in Clause 50 casual Employees are entitled to not be available to attend work, or to leave work:
 - (i) if they need to care for members of their immediate family or household who are sick and require care and support, or who require care due to an unexpected emergency, or the birth of a child; or
 - (ii) upon the death of an immediate family or household member.
- (b) The Employer and the Employee shall agree on the period for which the employee will be entitled to not be available to attend work. In the absence of agreement, the Employee is entitled to not be available to attend work for up to 48 hours (i.e. two days) per occasion. The casual Employee is not entitled to any payment for the period of non-attendance.
- (c) An Employer must not fail to re-engage a casual Employee because the Employee accessed the entitlements provided for in this clause. The rights of an Employer to engage or not to engage a casual Employee are otherwise not affected.

24.8 **Casual Conversion**

- (a) A casual Employee may request that their employment be converted to full-time or part-time employment. Unless, in accordance with the NES, there are reasonable grounds for the Employer not to make the offer, the Employer must make an offer of permanent employment to a casual Employee under this subclause if:
 - (i) the Employee has been employed by the Employer for a period of at least six months beginning the day the employment started; and
 - (ii) during at least the last 6 months of that period, the Employee has worked a regular pattern of hours on an ongoing basis which, without significant adjustment, the Employee could continue to work as a full-time Employee or a part-time Employee (as the case may be).
- (b) A casual Employee is also able to request in writing that the Employer convert their employment to full or part time (permanent) in some circumstances, including subclauses (a)(i) and (a)(ii) above. The Employer must provide a response within 21 days and must not refuse a request until they have consulted with the Employee.
- (c) Any dispute over the application of the NES casual conversion provisions may be dealt with in accordance with Clause 56, Dispute Resolution Procedure, in this Agreement.
- (d) The further details of casual conversion to permanent employment will be in accordance with the NES or, the relevant provisions of the Awards.

24.9 **Fixed Term or Maximum Term Employment Contracts**

- (a) Fixed term or maximum term employment will only be used for genuine fixed term arrangements.
- (b) ‘Genuine fixed term arrangements’ include, but are not limited to, employment in graduate Nurse positions, replacement of Employees on maternity leave, long term Work Cover, parental leave or long service leave, employment in special projects, re-fresher courses, supervised practise for re-registration and post-graduate training.

24.10 **Minimum Engagement**

The minimum engagement on any one day shall be three hours for all part time and casual Employees, and four hours for all full time Employees, provided that the minimum engagement for recall to work is as per Clause 42.

25 STAFF REPLACEMENT

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

26 WORKLOAD MANAGEMENT AND FILLING OF VACANCIES

- 26.1 The Employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality resident care and keeping within the accreditation principles which take into account the level of care appropriate for the assessed needs of the resident.
- 26.2 Should any Employee feel the workloads are unreasonably heavy on a regular basis, then they have a responsibility to discuss their concerns with their Manager. If appropriate action is not taken to address the workload issues, the Employee may utilise the Dispute Resolution Procedure of this Agreement.
- 26.3 Where a vacancy arises in the Employer's staffing or where a change to either resident needs or numbers occurs, the Employer will consider staffing requirements based on factors including but not limited to the assessed needs of the residents.

27 POLICE CHECKS

- 27.1 Where an Employee is required by the Employer to satisfy the Employer of his or her police record, the Employer is responsible for the reasonable expenses associated with procuring the police record.
- 27.2 If the Employer holds a copy of the police check, then upon request by the Employee the Employer will provide a copy of the police check that is held on the file to the Employee.

28 LETTER OF APPOINTMENT AND SERVICE AND TRAINING CERTIFICATE

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

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

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

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

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

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

29 ADDITIONAL SHIFTS

29.1 The Employer is committed to maximising its permanent workforce in line with its occupancy levels. The Employer will always offer additional shifts in the first instance to its permanent part-time staff where practicable. It will then offer additional shifts to its casual staff, where applicable.

29.2 The realisation of this objective will require high levels of co-operation from Employees in ensuring the objectives of maximising the use of permanent part-time Employees.

30 DIRECTOR OF NURSING / CLINICAL CARE COORDINATOR/ REGISTERED NURSE COVER

Registered Nurse - Director of Nursing

30.1 Each facility must employ a full-time Director of Nursing or the equivalent. Where there is no Director of Nursing appointed or the position becomes vacant, the Employer shall employ a full-time Registered Nurse as Director of Nursing or Clinical Care Coordinator as defined in this Agreement, (however titled or styled), in each facility (as prescribed by this Agreement). Regardless of the title, the Employee shall be paid at the rate of Director of Nursing as prescribed by this Agreement (and in no case less than an appropriately classified Director of Nursing at Level 5 of the *Nurses Award 2020*).

30.2 Where the Employer has endeavoured to appoint a full time Director of Nursing or Clinical Care Coordinator but has not been able to, the Employer shall fill such position/s to one (1) EFT.

- 30.3 Where, after making a reasonable effort, the Employer cannot obtain a suitably qualified Director of Nursing or Clinical Care Coordinator, the Employer may notify the other parties to this Agreement. Where this occurs, nothing in this Agreement shall prevent the parties from reaching agreement regarding staffing on a temporary basis in satisfaction of Clauses 30.1 and 30.2.

Registered Nurse - After Hours Nursing Coordinator

- 30.4 In each facility the Employer will appoint a Registered Nurse to be in-charge of the facility during the off duty periods of the Director of Nursing (PM, night and weekend shifts), and be classified as After Hours Coordinator, Grade 5, adjusted bed capacity (50-200 beds) or the applicable Grade 4 rate, whichever is the higher. Provided that where a Division 1 Registered Nurse is not willing to assume the responsibility of being in charge of the facility that Nurse will not be entitled to be paid Grade 5.
- 30.5 In facilities of 60 beds or less, the applicable Grade will be the Grade 4 rate.
- 30.6 No After Hours Nursing Coordinator will be paid less as a result of the making of this Agreement.
- 30.7 In a residential aged care facility of 61 beds or more, where more than one Registered Nurse is engaged during an off-duty period of the Director of Nursing, only one Registered Nurse will be appointed and paid as the After Hours Coordinator at any one time.

Provision of Nursing Services

- 30.8 Subject to legislative requirements, the Employer will make every practical effort to ensure that an additional Registered Nurse (additional to the Director of Nursing or Clinical Care Coordinator on AM shift Monday to Friday) is employed to work on each shift (as prescribed by this Agreement). Such 'practical efforts' are to include:

(a) **Unplanned Vacancies** (e.g. sick leave, carer's leave)

- (i) The vacant shift/s will be first offered to existing Registered Nurse Employees as additional shifts; and if not filled
- (ii) The vacant shift/s will be offered to existing Registered Nurse casual Employees; and if not filled
- (iii) Contact will be made with at least one nursing agency and where a Registered Nurse is available to fill the vacancy, at a cost of the defined rate or less, the position will be filled by an agency Registered Nurse.

"Defined Rate" means the rate of pay applicable to a Casual Registered Nurse employed under the terms of this Agreement at the classification applicable under the Award/Agreement, plus a margin of not more than 40%. Nothing in this provision

precludes an Employer choosing to fill the position through an Agency at the rate charged by the Agency.

- (iv) The vacant shift/s will only be offered to an existing senior Enrolled Nurse Employee in accordance with Clause 31 below and only after the above steps have been taken.

(b) **Long Term Vacancies**

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

30.9 Where the Employer follows the 'practical efforts' noted at Clause 30.8 above, they shall not be in breach of this provision.

31 ENROLLED NURSE – IN CHARGE OF FACILITY ALLOWANCE

Where the Employer has made every practical effort in accordance with Clause 30 but no Registered Nurse is available to be rostered on a shift in a facility, then an Enrolled Nurse Employee will be appointed in the absence of the Director of Nursing or other Registered Nurse and will be paid an In Charge of Facility Allowance as set out in Appendix A in addition to all other allowances. During the shift a Registered Nurse must be rostered on call to assist the Enrolled Nurse.

32 TERMINATION OF EMPLOYMENT

32.1 Notice of Termination by the Employer

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

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

- (b) A Registered Nurse with less than three years' service shall be entitled to no less than two weeks' notice.
- (c) An Employee over 45 years of age is entitled to one extra weeks' notice if the Employee has completed at least two years of continuous service.
- (d) Casuals are to be given notice to the end of their current shift worked.
- (e) Payment in lieu of notice prescribed above shall be made if the appropriate notice period is not given, provided that employment may

be terminated by part of the period of notice specified and part in lieu thereof. The required amount of payment in lieu of notice must equal or exceed the total of all amounts that, if the Employee's employment had continued until the end of the required notice period, the Employer would have been liable to pay to the employee because of the employment continuing during that period (i.e. payment for ordinary hours plus all allowances, loadings and penalties and any other amount under the Employee's contract of employment).

32.2 Notice of Termination by the Employee

- (a) At the time of termination the Employee must provide to the employer the same periods of notice as listed in Clause 32.1. Casual Employees shall only be required to give notice to the end of their current shift worked.
- (b) If the Employee fails to give notice or fails to work their allocated notice period the Employer may withhold any monies due to the Employee on termination under this Agreement an amount not exceeding one week's wages for the Employee.
- (c) The Employer may, without notice, summarily dismiss an Employee at any time for serious misconduct or wilful disobedience. Payment is made up to the time of dismissal only.

32.3 Transmission of Business

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

33 REDUNDANCY

33.1 Definitions

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

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

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

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

33.3 **Transfer to Lower Paid Duties**

Where an Employee is transferred to lower paid duties, the same period of notice must be given as the Employee would have been entitled to if the employment had been terminated, and the Employer may, at the Employer's option, make a payment instead of an amount equal to the difference between the former ordinary time rate of pay and the new ordinary time rate of pay for the number of weeks of notice still owing.

33.4 **Severance Pay**

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

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

10 years and over

12 weeks' pay

* **Week's pay** is defined in Clause 33.1.

'Redundancy' includes a partial redundancy (provided the loss of hours is 2 hours or more per week or 4 hours or more per fortnight). A partial severance payment will be based on the amount of ordinary pay for the lost or reduced hours x the relevant weeks of severance pay in the table above.

- (b) For the purposes of this clause, continuity of service shall be calculated in the manner prescribed by Clause 53 – Long Service Leave.
- (c) Application may be made for variation of the severance pay provided for in this clause in a particular redundancy situation in accordance with the *Redundancy Case Decision* [PR032004, 26 March 2004] and the *Redundancy Case Supplementary Decision* [PR062004, 8 June 2004].

33.5 **Employee Leaving during Notice Period**

An Employee given notice of termination in circumstances of redundancy may terminate his or her employment during the period of notice set out in Clause 32 – Termination of Employment. In this circumstance the Employee will be entitled to receive the benefits and payments they would have received under this clause had they remained with the Employer until the expiry of the notice, but will not be entitled to payment in lieu of notice.

33.6 **Alternative Employment**

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

33.7 **Job Search Entitlement**

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

33.8 **Employees Exempted**

Clause 33 of this Agreement does not apply to:

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

33.9 **Transmission of Business**

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

33.10 **Incapacity to Pay**

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

33.11 **Redundancy Disputes**

- (a) Clauses (b) and (c) below impose additional obligations on an Employer where an Employer contemplates termination of employment due to

redundancy and a dispute arises (a **redundancy dispute**). These additional obligations do not apply to Employers who employ fewer than 15 Employees.

- (b) Where a redundancy dispute arises, and if it has not already done so, an Employer must provide affected Employees and the relevant union or unions (if requested by any affected Employee) in good time, with relevant information including:
 - the reasons for any proposed redundancy;
 - the number and categories of workers likely to be affected; and
 - the period over which any proposed redundancies are intended to be carried out.
- (c) Where a redundancy dispute arises and discussions occur in accordance with this clause the Employer will, as early as possible, consult on measures taken to avert or to minimise any proposed redundancies and measures to mitigate the adverse effects of any proposed redundancies on the Employees concerned.

PART D – CAREER STRUCTURE

34 CLASSIFICATIONS

- 34.1 The wage rates and allowances for the classifications are set out in Appendix A. The classification definitions and appointment and progression criteria are set out in Appendix B.
- 34.2 Amendments to classifications and classifications in grades made by previous Agreements have been incorporated into Appendix A of this Agreement.
- 34.3 All prior experience in the industry will be recognised by the Employer in relation to both HASA Employees and Registered and Enrolled Nurses as defined.

35 REGISTERED AND ENROLLED NURSES

Registered Nurses

- 35.1 The classification structure for Registered Nurses is set out in Appendix B.
- 35.2 **Registered Nurse Entry Level**

An Enrolled Nurse who completes an undergraduate course which leads to registration and is subsequently registered as a Registered Nurse will be paid at the Grade 2 Year level immediately above the weekly salary applicable to that Enrolled Nurse (inclusive of Seniors and Qualification Allowance where applicable) effective from commencement of employment as a Registered Nurse.

35.3 **Registered Nurse Grade 2**

A Registered Nurse may only be classified and paid as a Grade 2 in circumstances where:

- On AM shift the Registered Nurse is the second or subsequent Registered Nurse rostered on the shift (in addition to the Director of Nursing and/or Clinical Care Coordinator however titled) (i.e. there is at least one other Registered Nurse classified at Grade 4 or Grade 5 nurse rostered on the floor, in addition to the Director of Nursing and/or Clinical Care Coordinator); and
- On PM, night and weekend shifts the Registered Nurse works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the Registered Nurse Grade 2 is working (i.e. the Registered Nurse Grade 2 is not in charge of or responsible for a section or unit of the facility but works under direct supervision).

35.4 **Registered Nurse Grade 4A Structure**

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

35.5 **Registered Nurse Grade 5**

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

Enrolled Nurses

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

35.7 From the first full pay period on or after 1 November 2023 a new structure for Enrolled Nurses will be introduced as set out in Appendix B:

(a) Enrolled Nurse Level 1 (EN1)

- (i) EN Level 1.1 represents the allowance rate for ENs. The rate of pay for EN Trainees is 95% of EN 1.1 (see Clause 37.1).
- (ii) EN1.2 applies to Enrolled Nurses who do not hold an NMBA approved qualification in administration of medicines. EN1.2 is a single rate equivalent to the previous pay Point 8.
- (iii) There is no progression for an EN1 with a medication administration notation to the EN2 classification.

(b) **Enrolled Nurse Level 2 (EN2)**

- (i) EN Levels 2.1 to 2.6 inclusive will also apply to an Enrolled Nurse who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope of up to five routes. From the first full pay period on or after 1 November 2023 the rates for EN 2.1-2.6 will incorporate 4% medication allowance payable separately under clause 17.2 (Qualifications Allowance) until 1 November 2023. Experience includes experience as an Enrolled Nurse prior to holding the Administration of Medication qualification. However, where an EN without notation refuses to administer medications they will be classified at the appropriate year level of EN1.
- (ii) **Diploma Entry** - EN Level 2.1 is the entry to practise rate for the first year of experience of an Enrolled Nurse who holds a NMBA approved Diploma of Nursing qualification without prior experience as an Enrolled Nurse. On completion of each year of experience thereafter the Employee will progress to the next increment up to and including EN Level 2.6.
- (iii) **Progression** – An EN2 will progress through the increments on completion of a year of experience, including previous experience.

(c) **Translation Arrangements**

- (i) EN Level 1.1 represents the allowance rate for ENs. The rate of pay for EN Trainees is 95% of EN 1.1 (see Clause 37.1 below).
- (ii) An existing Enrolled Nurse at the commencement of this Agreement who does not hold a NMBA approved qualification in administration of medicines will translate to EN1.2.
- (iii) The EN Levels 2.1 to 2.6 reflect the previous Pay Points 3 to 8. An existing Enrolled Nurse at the commencement of this Agreement who holds a NMBA approved qualification in administration of medicines with an Administration of Medication Scope will translate to EN2 at the increment closest to their current rate (plus their 4% medication administration allowance payable under clause 17.2 (Qualifications Allowance) until 1 November 2023) and on completion of each year of experience thereafter progress to the next increment up to and including EN Level 2.6. For example, an EN currently at Pay Point 6 will translate to EN Level 2.4.

36 HASA EMPLOYEES

36.1 PCW Structure

Included at Appendix B is the staffing structure for PCWs, however titled, within aged care facilities. Reference to a 'Wage Skill Group' refers to the Wage Skill Group Structure outlined in Appendix B.

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

36.3 Wage Skill Group (WSG) Structure

- (a) Employees classified at WSG1 will only remain at that level for a maximum of three months after which time they will progress automatically to WSG2. For the purposes of WSG1 only, the minimum number of rostered shifts required to be worked over the three months in order to progress to WSG2 is twenty six (26) (or such longer time as is necessary to work those 26 shifts). No Employees, who have previous experience in the aged care industry will be required to commence employment in WSG1.
- (b) Notwithstanding the above, Employees who hold a relevant Certificate III qualification in either Health Support Services, Cleaning or Laundry Operations only will translate immediately to WSG3 or, upon employment, will be appointed to WSG3 without having to serve three months at WSG1.

36.4 Students of Nursing working as PCWs

- (a) If a PCW:
 - has no certificate in Aged Care and they are employed as a PCW1 (WSG3); and
 - they are enrolled in a Diploma of Nursing or Bachelor of Nursing;

they will progress to PCW2 (WSG 6 Year 1) after completing 33% of the modules of the Diploma or 17% of the modules of the degree and PCW 3 (WSG 8 Year 1) after having completed 66% of the modules of the Diploma and 33% of the modules of the degree.

- (b) If a PCW:
 - has a Certificate 3 in Aged Care and is employed as PCW2; and
 - is enrolled in a Diploma of Nursing or Bachelor of Nursing;

they will progress to PCW 3 (WSG 8 Year 1) after having completed 33% of the Diploma and 17% of the modules of the degree and to WSG 8 Year 6 after completion of 66% of the modules of the Diploma and 33% of the modules of the degree.

- (c) The Employer will inform each new Employee about this classification progression. Each new Employee will be asked if they are a student of nursing and the response recorded with the appropriate evidence of enrolment in the diploma or degree.
- (d) Progression to the pay classification levels in 36.4(a) and 36.4(b) will be automatic from the date of successful completion of the required percentages of the course. However, the PCW/student of nursing will only be paid at the higher rate once they have provided evidence of completion of the required percentage of modules. A letter or transcript of results from the registered training organisation or university attesting to their completion of the required modules will be sufficient evidence.

36.5 A PCW or HASA Employee claiming entitlement to a particular classification because of a qualification must provide to the Employer evidence that they hold the qualification for which the classification is claimed. Payment shall be from the first pay period on or after evidence of the relevant qualification is submitted to the Employer (including where the Employee submits evidence of the qualification as part of the recruitment process) or the date the qualification is obtained, whichever is the later.

37 TRAINEES

- 37.1 From the commencement of this Agreement the parties agree to introduce a new EN trainee rate of pay at 95% of the EN Level 1.1 rate of pay.
- 37.2 The pay rates for HASA Trainees are included in the pay rates provided in Appendix A. The HASA Trainee rate is at WSG1 for all trainees other than a PCW who shall be paid at WSG3 Year 1. In all other respects the terms and conditions of trainees are provided by this Agreement.

PART E – EDUCATION AND PROFESSIONAL DEVELOPMENT

38 EDUCATION AND PROFESSIONAL DEVELOPMENT

- 38.1 All full time Employees shall be entitled to five days paid study / examination / conference leave per annum for the purposes of attending courses, conferences and/or undertaking or preparing for examinations in a relevant course of study relevant to their work at the facility and is conducted by a recognised institution or training organisation. Part time Employees who work not less than four shifts per fortnight shall be entitled to leave under this clause, on a pro rata basis.
- 38.2 A 'day' of leave for the purposes of this clause is the shift length that the Employee foregoes in order to undertake the training/Continuing professional development ('CPD').
- 38.3 Leave entitlements pursuant to this clause shall not accumulate from year to year.
- 38.4 Study Leave shall be taken at a time that is mutually agreed between the Employer and the Employee. The Employer shall not unreasonably withhold approval for such leave.

- 38.5 An application for leave can be made in respect to a day on which the Employee is not rostered (provided that the Employer may ask for evidence that the conference, seminar, training/CPD was not reasonably available on a day that the Employee was rostered). In such cases the length of a 'day' will be the length of the training/CPD but no longer than 7.6 hours.
- 38.6 Registered Nurses, are entitled to a further three days of examination or assessment leave per year where they are undertaking studies relevant to their work and/or career progression. This leave may also be taken as professional development, study or conference leave. Enrolled Nurses and PCWs are also entitled to use this additional examination leave but only when they undertake assessment in a course that leads to registration as an Enrolled Nurse or Registered Nurse. The three days leave pursuant to this clause shall:
- (a) Not accumulate from year to year.
 - (b) Be available to full and part time Employees who are employed to work on average for three shifts or 24 hours per week over the previous year.
 - (c) Be subject to the Employee having been employed by the facility or network for eighteen months immediately prior to the taking of leave.
 - (d) Be available in a block or as single days to prepare for examinations or assessment or undertake such exams or assessment.
 - (e) Be granted for studies which are related to the classification duties in the Nurses Award, relevant to advancement through the career structure and to employment at the establishment and would normally be undertaken in a tertiary or TAFE Institute or similar institution. For the avoidance of doubt this includes an Enrolled Nurse or PCW undertaking degree or diploma studies in nursing.

39 PROFESSIONAL DEVELOPMENT LEAVE

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

40 INTERNAL/COMPULSORY EDUCATION AND TRAINING

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

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

hour whichever is the greater where that training is scheduled continuous with the commencement or end of a rostered shift for that Employee.

Training will only occur outside ordinary hours at the request of the Employee.

40.2 Attendance at any training course other than those referred to in Clause 40.1 above may be supported by the Employer in accordance with specific policy initiatives. In particular, the parties acknowledge that it is highly desirable for Employees to attend training provided by the Employer.

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

40.4 **E-Learning**

- (a) The Employer may require Employees to complete mandatory modules through e-learning and will pay Employees for the approved time taken to complete this training.
- (b) E-learning modules will normally be completed within the ordinary working hours in the workplace. With prior approval from the manager and the agreement of the Employee, modules can be completed outside of working hours.
- (c) The Employer will allocate an amount of time and adequate computer resources for the completion of each core module. When an Employee completes a module outside of working hours, the Employee will be paid at their ordinary rate of pay for the allocated time taken to complete the module (but a minimum of 30 minutes).
- (d) Where an Employee finds that it takes more than the allocated time to complete a module, they should log out of the training (which will save it automatically) and bring this to the attention of their manager. The manager will take steps to ensure the Employee is able to complete the training by:
 - arranging for the module to be completed in working hours in the workplace and ensuring access to IT resources to allow this to occur; and/or
 - approving payment for additional time required to complete the module outside working hours. If an Employee is still unable to complete the module after the additional time, they should again bring this to the attention of the manager; and/or
 - taking steps to assist the Employee to complete the modules (for instance by providing training on computer literacy or on increased proficiency in reading the English language).

40.5 The time involved in such mandatory training (whether face to face or e-learning) will not be taken into account for the purposes of clause 42 Overtime (up to a maximum of eight ordinary hours in any year before an Employee is entitled to overtime). However, if the mandatory training is not rostered at least

7 days in advance or the hours are beyond the 76 hours per fortnight, then overtime is payable.

PART F – HOURS OF WORK, ROSTERS AND RELATED MATTERS

41 HOURS OF WORK

- 41.1 The hours for an ordinary week's work shall be 38, or be an average 38 per week in a fortnight or in a four week period (or by mutual agreement, a five week period in the case of an Employee working ten hour shifts) and shall be paid either:
- (a) in a week of five days in shifts of not more than eight hours each; or
 - (b) by mutual agreement in a week of four days in shifts of not more than ten hours each; or
 - (c) by mutual agreement, provided that the length of any ordinary shift, shall not exceed ten hours; or
 - (d) in 76 hours per fortnight to be worked as not more than ten days of not more than eight hours each; or
 - (e) in 152 hours per four week period to be worked as nineteen days each of eight hours.
- 41.2 Subject to the roster provision Clause 44 – Rosters, not more than 48 ordinary hours are to be worked in any week. For the avoidance of doubt, the intention of this is clause is that Employees will not be required to work greater than the requisite ordinary hours within the relevant rostering period.
- 41.3 With the exception of time occupied in having meals (which shall be a period of not less than 30 minutes for each meal), the work of each shift shall be continuous provided that no such additional break shall be required in respect of rostered hours of ordinary duty finishing on the day after commencing duty or commencing after midnight and before 5.00 am.

Day/s Off in Each Week - Registered Nurses

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

Day/s Off in Each Week - Enrolled Nurses and HASA Classifications Only

41.6 Other than by mutual agreement, and at the written request of the Employee, no Employee shall be required to work more than six consecutive periods of ordinary duty without 24 hours off duty.

- (a) Provided further that notwithstanding anything else contained in this part, where the Employer requires an Employee to work more than six consecutive periods of ordinary duty without 24 hours off duty shall be paid for the seventh and any further consecutive period of ordinary duty worked at the rate of treble time until he or she has been given 24 hours off duty.
- (b) For the purposes of this clause the working week shall commence at midnight on a Sunday.

Provided that an Employee who requests in writing to work a seventh or subsequent shift on a voluntary basis or who puts their name on a roster or availability list to work a seventh or subsequent shift will not receive overtime payments (unless they have worked beyond 76 hours in the fortnight or the fulltime rostered shift length in any day).

41.7 Where necessary an Enrolled Nurse or HASA Employee shall be entitled to cease work ten minutes before his or her rostered finishing time to enable him/her to wash or to change his or her clothes.

42 OVERTIME

42.1 Only authorised overtime will be paid, except in emergency situations. Overtime must be authorised by a nominated representative of the Employer in accordance with the designated process, except in cases where the matter is urgent and it is impracticable to obtain such authorisation.

42.2 Permanent Registered and Enrolled Nurses

Except in the case of a Director of Nursing where a Deputy or Assistant Director of Nursing is also employed, all work done by a Registered Nurse or Enrolled Nurse in excess of the number of ordinary full-time rostered hours as per Clause 41 (or 38 hours in a week or 76 hours in a fortnight) or 48 ordinary hours in any one week of a 76 hour pay fortnight, shall be paid in accordance with the rates set out in the attached table. For the purpose of this clause each day or shift shall stand alone.

Registered and Enrolled Nurses		
Day	First 2 Hours	Thereafter
Weekday	150%	200%
Weekend	200%	200%
Public Holidays	200% RNs and 250% ENs	200% RNs and 250% ENs
Weekend Public Holiday	200% RNs and 250% ENs	200% RNs and 250% ENs

42.3 Permanent HASA Employees

HASA Employees will be paid overtime rates in accordance with the table below, calculated on the ordinary rate of pay for all work in excess of:

- (a) 76 ordinary hours in a fortnight; or
- (b) 48 ordinary hours in any one week of a 76 hour pay fortnight; or
- (c) their rostered shift; provided that:
 - (i) between the end of the rostered shift and the time of the ordinary full-time rostered shift length for that shift (for example, between a rostered shift of 4 hours and the usual full-time ordinary rostered shift length in clause 41– Hours of Work) a HASA Employee may agree in writing to vary their agreed hours and be paid at ordinary time;
 - (ii) However, all work in excess of the ordinary full-time rostered shift length (in accordance with clause 41– Hours of Work) will always be paid at the overtime rates in (a) above, regardless of whether the Employee agrees to work or the Employer requires the additional hours to be worked.

HASA Staff		
Day	First 2 Hours	Thereafter
Weekday	150%	200%
Weekend	200%	200%
Public Holiday	250%	250%
Weekend Public Holiday	250%	250%

(d) Other Overtime Situations (Broken Shifts - ENs and HASA Employees only)

Broken shifts are two short shifts separated by a break of up to six hours. Broken shifts will only be worked in exceptional circumstances (e.g. due to unplanned absences) and will not be rostered. The working of a broken shift is only by mutual agreement and cannot be required.

Where a second short shift is worked on the same day overtime will be paid as follows:

- (i) 200% where the work period extends outside a spread of twelve hours from the commencement of the last previous rostered period of duty provided that the overtime is not continuous with the next succeeding period of duty; or
- (ii) 150% on a Monday to Friday and 175% on a weekend where the work extends outside a spread of nine hours from the time of commencing work on the first shift by the Employee and 200% where it extends outside a spread of twelve hours from the time of commencing work on the first shift.

42.4 Overtime performed by casual staff

- (a) Where a casual Employee is required by the Employer to work in excess of:

- (i) 76 ordinary hours in a fortnight; or
- (ii) 48 ordinary hours in any one week of a 76 hour pay fortnight;
- (iii) 10 ordinary hours on any day or shift

the casual Employee will be paid for such excess hours as overtime in accordance with the table below, calculated on the ordinary rate of pay (and including the casual loading):

Employee type	Monday to Friday (inclusive)	Saturday	Sunday	Public Holiday
Registered Nurse	180% for the first two hours, and 250% thereafter	250%	250%	290%
Enrolled Nurse	180% for the first two hours, and 250% thereafter	250%	250%	300%
Aged Care Employee	187.5% for the first two hours, and 250% thereafter	250%	250%	312.5%

42.5 For the purpose of this clause each day or shift shall stand alone.

42.6 All Employees (other than casual Employees): Rest Periods - Affected by Overtime (Including Saturdays and Sundays)

- (a) When overtime work (including recall to duty) is necessary it shall, wherever reasonably practicable, be so arranged that Employees have at least ten hours continuously off duty between the work of successive shifts.
- (b) An Employee (other than a casual Employee) who works so much overtime between the termination of his or her last previously rostered ordinary hours of duty and the commencement of his or her next succeeding rostered period of duty that he or she would not have had at least ten hours continuously off duty between those times shall, subject to this subclause, be released after completion of such overtime worked until he or she has ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.

- (c) If on the instructions of his or her Employer such an Employee resumes or continues work without having had such ten hours continuously off duty he or she shall be paid at the rate of double time until he or she is released from duty for such rest period and he or she shall be entitled to be absent until he or she has had ten hours continuously off duty without loss of pay for rostered ordinary hours occurring during such an absence.
- (d) In the event of an Employee finishing any period of overtime or recall at a time when reasonable means of transport are not available for the Employee to return to his or her place of residence the Employer shall provide adequate transport free of cost to the Employee.

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

42.8 The Employer may require any Employee to work reasonable overtime at overtime rates and such Employee shall work overtime in accordance with such requirement. An Employee is entitled to refuse a request to work additional hours where that request is unreasonable taking into account the factors identified in s.62(3) of the Act, including any risk to Employee health and safety, personal circumstances, family responsibilities, notice given by either party and the Employee's role and level of responsibility.

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

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

42.11 Recall to Duty

- (a) An Employee, whether required to be on call or not, and who is recalled to work after leaving the Employer's premises will be paid for a minimum of three hours work at the appropriate overtime rate.
- (b) The time spent travelling to and from the place of duty will be deemed to be time worked. Except that, where an Employee is recalled within three hours of their rostered commencement time, and the Employee remains at work, only the time spent in travelling to work will be included with the actual time worked for the purposes of the overtime payment.

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

43 SATURDAY AND SUNDAY WORK

- 43.1 All rostered time of ordinary duty performed between midnight on Friday and midnight on Sunday shall be paid for in accordance with the table below (noting that, for casuals, it is a percentage of the ordinary hourly rate but inclusive of the casual loading):

Employee	Saturday	Sunday day shift	Sunday PM shift	Sunday night shift
Full Time/Part-Time RN	150%	165%	162.5%	160%
Full Time/Part-Time EN	150%	167.5%	165%	162.5%
Full Time/Part-time Aged Care Employee	150%	175%	172.5%	170.0%
Casual RN	187.5%	210%	205%	200%
Casual EN	187.5%	210%	205%	200%
Casual Aged Care Employee	175%	200%	200%	200%

Such rates are in addition to, not in substitution of, the relevant shift loading.

Sunday day shift means work entirely within the span of hours 6.30am to 6pm and which does not attract an early AM or PM shift allowance.

44 ROSTERS

44.1 Publication

- (a) A roster of at least fourteen days duration setting out Employees' daily ordinary working hours, commencing and finishing times and meal intervals shall be posted at least fourteen days before it comes into operation in each work location and where it may be readily seen by Employees and representatives of the Employees, including the Unions.
- (b) The posting of a roster shall include a statement that an Employee may notify the Employer that the Employee does not agree to a change of shift (as defined in Clause 45 of this Agreement) proposed in that roster and advising Employees how to provide any such notification.

- 44.2 Except as in emergency situations seven days' notice shall be given of a change in roster.

- 44.3 Where the Employer requires an Employee, without seven days' notice and outside the excepted circumstances prescribed in Clause 44.2 above, to perform ordinary duty at other times than those previously rostered, the Employee shall be paid in accordance with the hours worked, with the addition of a daily allowance equal to the following:

- (a) For HASA Employees – 2.5 per cent of the weekly base rate of pay for the Wage/Skill Group 5 as prescribed in Appendix A of this Agreement.
- (b) For Registered Nurses and Enrolled Nurses – 2.5 per cent of the weekly base rate of pay as defined and as prescribed in Appendix A of this Agreement.
- (c) Provided that a part-time Employee who agrees to work shift(s) in addition to those already rostered will not be entitled to the above specified allowance for the additional shift(s) worked.

44.4 An Employee, by making a request in writing to the Employer, may have their roster fixed by the provisions of paragraph (b) below, in lieu of Clauses 44.1 to 44.3.

- (a) Rosters shall be fixed by mutual agreement, subject to the provisions of this Agreement.
- (b) An Employee may rescind any such request at any time, by giving written notice to the Employer. In such a case the roster for the Employee shall be fixed according to the provisions of Clauses 44.1 to 44.3, from the commencement of the next full roster period being not less than five clear days after such repudiation is received in writing by the Employee.

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

44.6 This clause shall not apply to casual Employees, Directors of Nursing or Deputy Directors of Nursing.

44.7 In the event of any dispute arising as to whether a roster arrangement has been adopted in accordance with the meaning and intent of Clause 44.4 above, if not resolved at the workplace it shall be referred to the FWC for resolution in accordance with the Dispute Resolution Procedure of the Agreement.

44.8 **Daylight Saving**

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

45 SHIFT WORK

45.1 In addition to any other rates prescribed elsewhere in this Agreement, an Employee whose rostered hours of ordinary duty finish between 6.00 p.m. and 8.00 a.m. or commence between 6.00 p.m. and 6.30 a.m. shall be paid an amount equal to 2.5

per cent of the relevant base or allowance rate as defined per rostered period of duty.

- 45.2 Provided that in the case of an Employee where the majority of rostered hours of ordinary duty finish on the day after commencing duty or the majority of rostered hours are worked after midnight and before 5.00 a.m. they shall be paid for any such periods of duty an amount equal to 5 per cent of the relevant allowance rate per rostered period of duty for any such period of duty.
- 45.3 Provided that in the case of an Enrolled Nurse or HASA Employee who changes from working on one shift to working on another shift the time of commencement of which differs by four hours or more from that of the first ("change of shift") he or she shall be paid an amount equal to 4 per cent of the relevant allowance rate on the occasion of each such change in addition to any amount payable under the preceding provisions of this clause ("change of shift allowance").
- 45.4 Notwithstanding the provisions of Clause 45.3 above the change of shift allowance is not payable in the following circumstances:
- (a) Where the Employer agrees to a request in writing made on behalf of one or more Employees for changes in shifts;
 - (b) Where there is an intervening period of more than 48 hours off duty, inclusive of all leave, weekends, accrued days off, rostered days off and public holidays;
 - (c) In the case of a HASA Employee, where an Employee is a regular part-time Employee and a change of shift arises from an agreement made in accordance with this clause of the Agreement.
 - (d) In the case of a Registered or Enrolled Nurse, such Employee at the time of engagement or subsequently has agreed in writing on the same hours worked each day, on the same days of the week, and the same starting and finishing hours as those of the roster which require a change of shift.
 - (e) Where an Employee has been employed for at least 3 months on the same hours worked each day, on the same days of the week, and the same starting and finishing hours, as those of the roster which require a change of shift.
 - (f) The provisions of paragraphs (c), (d) and (e) shall not apply to an Employee who, immediately prior to the date of operation of this Agreement, has been paid a change of shift allowance in respect of changes of shifts to which paragraphs (c), (d) and (e) would otherwise apply.
 - (g) Where an Employee requests to be recorded on a list of staff willing and available to work specified additional shifts in the next roster period, and a change of shift arises from that Employee working any shift filled from that list.

- (i) In circumstances other than those applying in paragraphs (c)-(g) inclusive, where an Employee is required by a roster posted in accordance with Clause 45.1 to work a change of shift.
- (ii) Notwithstanding sub-paragraph (i) herein, an Employee may notify the Employer in writing within 24 hours of the next shift to be worked by that Employee following the posting of such a roster that the Employee does not agree to a change of shift for that Employee proposed in that roster.
- (iii) Where an Employee notifies the Employer in accordance with sub-paragraph (ii), the Employer may:
 - (A) reach agreement with the Employee on working a different shift or shifts on that roster in which case the Employee shall not be paid a change of shift allowance; or
 - (B) require the Employee to work an amended roster which reduces or eliminates changes of shifts but provides no fewer shifts and hours than the original proposed roster in which case the Employee shall only be paid a change of shift allowance in respect of any change of shift required by the amended roster; or
 - (C) require the Employee to work a change of shift, in which case the Employee shall be paid a change of shift allowance.
- (h) From the date of operation of this sub-clause no term of any contract of employment or other instrument shall require an Employee to make a request, or constitute a request, for the purposes of paragraphs (a) or (e).

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

46 MEAL BREAKS

- 46.1 An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes which must be taken before the completion of five hours work. Employees are entitled to leave the ward/unit and facility during their meal break.
- 46.2 Where an Employee is required to remain available or on duty during a meal break (including that they are advised that they are unable to leave the ward/unit or facility) or is interrupted during that meal break (which must be documented), the employee will be paid at the overtime rate until such time as the meal break free from duty is taken by the Employee or the Employee's shift ends (whichever occurs first).
- 46.3 Where an Employee is regularly unable to take his or her meal break then a paid meal or "crib time" arrangement should operate for all meal breaks. In such cases

the Employee is granted a paid meal interval of not less than twenty minutes to be commenced after completing three hours and not more than five hours of duty. Where they are interrupted during that paid meal break they will be paid the overtime rate for the work performed during that interruption (which must be documented).

- 46.4 Provided that at the request of the Employee, and with the agreement of the Employer, where shifts of 6 hours or less duration are worked, an Employee may, in lieu of meal break and crib time provisions, either:
- finish the shift 30 minutes earlier; or
 - work and be paid for the six hours (or lesser duration), choosing to take only the 2 x 10 minute tea breaks or a single 20 minute break.

47 REST INTERVALS

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

48 HIGHER DUTIES

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

PART G – LEAVE AND PUBLIC HOLIDAY ENTITLEMENTS

49 ANNUAL LEAVE

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out in clause 24.6 of this Agreement.

49.1 **Basic Entitlement**

- (a) All Registered and Enrolled Nurse Employees shall be granted a minimum of five weeks (190 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause 49.7(a).
- (b) All HASA Employees will be entitled to four weeks (152 hours for full-time Employees, pro-rata for part-time Employees) of annual leave with ordinary pay as defined in Clause 49.7(a).
- (c) Such entitlement will accrue progressively during a year of service according to the Employee's ordinary hours of work (including ordinary additional hours of work, but not overtime), and such leave will accumulate from year to year.
- (d) Annual Leave accruals will be displayed on each Employee's pay slip.

49.2 **Shift Work**

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

- A Registered Nurse is required to work and worked ordinary hours on weekdays and on weekends; or
- An Enrolled Nurse, PCW or HASA Employee, whether full-time or part-time works either: a) for four ordinary hours or more on 10 or more weekends; and/or b) regularly outside the hours of a day worker (i.e. PM or night shift with start and finish times outside the ordinary span of hours - 6.30am to 6pm)

49.3 **Public Holidays and Personal Leave occurring during Annual Leave**

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

49.4 **Effect of Termination on Annual Leave**

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

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

- (b) The annual leave loading prescribed in Clause 49.7(a) shall apply to pro rata payment of leave on termination or resignation of employment.
- (c) Where annual leave has been taken in advance and:
 - (i) the employment of the Employee is terminated before he or she has completed the year of employment in respect of which such annual leave or part was taken; and
 - (ii) the sum paid by the Employer to the Employee as ordinary pay for the annual leave period or part so taken in advance exceeds the sum which the Employer is required to pay to the Employee under paragraph (a);
 - (iii) the Employer shall not be liable to make any payment to the Employee under paragraph (a) and shall be entitled to deduct the amount of such excess from any remuneration payable to the Employee upon termination of employment.

49.5 **Taking of Leave**

- (a) Four weeks' notice of the date from which an Employee shall commence his or her annual leave shall be given by either the Employer (subject to paragraph (b) below) or Employee unless otherwise mutually agreed upon between the parties concerned.
- (b) An Employee with an accrued annual leave entitlement can apply for annual leave at any time (including single day leave) and such request will not be unreasonably refused by the Employer. Where agreement cannot be reached between an Employee and Employer as to when annual leave can be taken, the Employer may require the Employee to take such leave at a time directed by the Employer, provided that the Employee may only be directed to take such leave in accordance with clause 49.6 below.
- (c) Except as provided in paragraph (d) below if the Employee and the Employer so agree the annual leave period or either of such separate

periods may be taken wholly or partly in advance before the Employee has become entitled to the annual leave.

- (d) On application by the Employee and by agreement with the Employer annual leave may be taken as single days in each year of employment. These single days may be taken consecutively. Annual leave so taken shall be exempt from the payment in advance requirements below and shall be paid in the next pay period.

49.6 **Excessive Annual Leave Accruals**

- (a) The Employer may direct an Employee take a period of annual leave where the Employee has accrued excessive annual leave. Excessive annual leave is defined as accrued leave in excess of 200% of the Employee's annual leave entitlement (e.g. in excess of 10 weeks leave for an Employee who has an entitlement to 5 weeks' leave per year as an Registered Nurse or as a shift worker PCW or Enrolled Nurse). The Employer will not direct the Employee to reduce the accrued leave to less than 150% of their annual leave entitlement.
- (b) The Employer has an expectation that each Employee will take at least two weeks of annual leave in each year and reserves the right to discuss the taking of leave and fatigue issues where an Employee has not taken any leave for a period longer than six months and does not have leave planned.
- (c) Where the Employee has excessive annual leave, and before directing the employee to take a period of leave, the Employer will:
 - (i) give the Employee a reasonable opportunity to submit a plan to reduce the leave to not less than 150% more than their annual leave entitlement within three months; and
 - (d) not unreasonably refuse to agree to a leave reduction plan which includes saving leave for an extended holiday within 12 months of the date of agreement, provided the plan will not result in the Employee continuing to have an excessive leave balance taking in to account future accruals between agreeing to the leave plan and the taking of the leave.

49.7 **Payment for Leave**

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

(A) a loading of 17.5% calculated on the ordinary rate of salary:

- provided that for a Registered Nurse such loading shall be on a maximum of 152 hours in respect of any year of employment;
- provided further that an Employee whose weekly salary is or exceeds the weekly rate provided for in this Agreement for a Registered Nurse, Grade 5, 51-200 beds (Threshold Rate) shall receive, in lieu of the 17.5% loading, an amount equal to: Threshold Rate x 17.5 x 4 (weeks), in respect of a period of 152 hours or a proportionate amount in respect of a lesser period or periods; or

(B) in respect of each week of leave granted an amount comprising the following that the Employee would have received had they not been on leave during the relevant period:

- all payments for ordinary hours of work;
- shift work allowances according to roster or projected roster;
- Saturday and Sunday special rates according to roster or projected roster;
- qualification allowances;
- uniform allowances;

whichever is the higher.

(b) For the purposes of this part, unless otherwise stated, a year of employment shall be deemed to be unbroken notwithstanding any:

- (i) annual leave or long service leave taken therein;
- (ii) interruption or ending of the employment by the Employer if such interruption or ending is made with the intention of avoiding obligations in respect of annual leave or long service leave;
- (iii) absence from work in the year of employment on account of sickness or accident;
- (iv) absence on account of leave (other than annual leave or long service leave) granted imposed or agreed to by the Employer;

- (v) absence on any other account not involving termination of employment:

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

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

49.8 Cashing Out Annual Leave

- (a) An Employee may “cash out” an amount of annual leave credited to the employee (in lieu of the amount of annual leave) subject to the following:
 - (i) Notwithstanding the above, an Employee’s “bank” of annual leave accrued must never fall below twenty (20) days (pro rata for part time).
 - (ii) On each occasion the Employee wishes to “cash out” an amount of annual leave, the Employee must advise the Employer in writing, of the Employee’s election to “cash out” an amount of annual leave and the amount of annual leave to be “cashed out”.
- (b) Any annual leave that is “cashed out” will be paid at the rate ordinarily paid for annual leave.
- (c) Superannuation guarantee contributions and annual leave loading will also be paid in respect to any amount of “cashed out” annual leave.

50 PERSONAL LEAVE

The provisions of this clause apply to full-time and part-time Employees (on a pro rata basis) but do not apply to casual Employees. The entitlements of casual Employees are set out clause 24.6 of this Agreement.

50.1 Definitions

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

50.2 Access to Paid Personal Leave

- (a) Paid personal leave is available to an Employee, when they are absent:
 - (i) due to personal illness or injury; or
 - (ii) for the purposes of providing care or support for an immediate family or household member who is sick and requires the Employee's care or support or who requires care or support due to an unexpected emergency.
 - (iii) due to the effects of family violence in accordance with clause 50.8.
- (b) The Employer may, in its discretion, grant paid leave consistent with the provisions for carer's leave to provide care or support for a person who is not a member of the Employee's household or who does not fall within the scope of the term 'immediate family'.

50.3 Amount of Paid Personal Leave

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

50.4 Accrual of Personal Leave

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

50.5 Personal Leave to Care for an Immediate Family or Household Member

- (a) An Employee is entitled to use accrued personal leave each year to provide care or support for members of their immediate family or household who are sick and require care or support or who require care or support due to an unexpected emergency, subject to the conditions set out in this clause. Leave may be taken for part of a single day. Each day or part of a day of personal leave taken is to be deducted from the amount of personal leave provided in Clause 50.3. There is no maximum amount of paid Personal Leave that an Employee may take as Carer's Leave in any one year, provided the Employee has accrued sufficient personal leave to take the carer's leave absences as paid leave. Should the NES be changed in the future in relation to this issue then this Agreement will apply the NES.
- (b) Where an Employee has exhausted all paid personal leave entitlements, they are entitled to take unpaid personal leave to provide care or support for members of their immediate family or household who are sick and require care or support or who require care due to an unexpected emergency. The Employer and the Employee shall agree on the period. In the absence of agreement, the Employee is entitled to take up to two days (at their ordinary rostered shift length) for each permissible occasion, provided the evidentiary requirements are met.
- (c) The Employee must, if required by the Employer, provide evidence to satisfy the requirements set out in the NES as set out in the Act.
- (d) In normal circumstances an Employee must not take Carer's Leave under this clause where another person has taken leave to provide care or support for the same person.
- (e) The Employee must, where practicable, give the Employer:
 - (i) notice prior to the absence of the intention to take leave,
 - (ii) the name of the person requiring care or support and their relationship to the Employee,
 - (iii) the reasons for taking such leave; and
 - (iv) the estimated length of absence.
- (f) If it is not practicable for the Employee to give prior notice of absence, the Employee must notify the Employer by telephone of such absence at the first opportunity on the day of absence.

50.6 **Personal Leave to Attend Appointment**

Where an Employee is absent from duty on account of or required to attend a registered health practitioner for an appointment, the Employee shall be granted out of sick leave entitlements leave of absence for a period not exceeding five working days in aggregate in any sick leave year.

50.7 **Evidence Supporting Claim**

- (a) In the event of an Employee becoming sick and:
 - (i) certified as such by a registered health practitioner; or
 - (ii) on the production of a Statutory Declaration signed by the Employee on not more than three occasions in any one calendar year, for up to three days on each occasion;

he or she shall be entitled to personal leave on full pay.

- (b) Provided that any Employee may be absent through sickness for one day without furnishing evidence of such sickness as provided in paragraph (a), on not more than three occasions in any one year of service. However, in order for the personal leave to be paid, a certificate from a registered health practitioner must be provided where the Employee was:

- sick or injured during annual leave; or
- absent on the day immediately before or after a public holiday

- (c) When taking leave to provide care or support for a member of their immediate family or household who requires care or support due to an unexpected emergency, the Employee must, if required by the Employer, establish by production of documentation acceptable to the Employer or a Statutory Declaration, the nature of the emergency and that such emergency resulted in the person concerned requiring care or support by the Employee.

- (d) Where an Employee is absent on the grounds of personal leave, the employee must give his or her Employer notice of such absence in accordance with this section.

- (i) The notice must be given to the Employer as soon as reasonably practicable (which may be at a time that is before or after the period of personal leave has started).
- (ii) The notice must be to the effect that the Employee requires (or required) leave during the period:
 - (A) Because of a personal illness, or injury, of the Employee; or

- (B) To provide care or support to a member of the Employee's immediate family, or a member of the Employee's household who requires (or required) care or support because of an illness or injury affecting that member, or an unexpected emergency affecting the member.
- (iii) This section does not apply to an Employee who could not comply with it because of circumstances beyond the Employee's control.

50.8 **Family and Domestic Violence Leave**

The provisions of the NES apply. The parties to this Agreement acknowledge that family violence is a serious issue in our community and is likely to affect a number of staff at any time. Fronditha Care is committed to the safety of staff and residents and seeks to develop a supportive workplace in which victims of family violence can come forward for help and support on a confidential basis.

(a) **Definition of Family Violence**

Family and domestic violence is violence, threatening or other abusive behaviour by a close relative of a person, a member of a person's household, or a current or former intimate partner of a person, that:

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

(b) An Employee (including a casual Employee) may take paid family and domestic violence leave if:

- (i) the Employee is experiencing family and domestic violence; and
- (ii) the Employee needs to do something to deal with the impact of the family and domestic violence; and
- (iii) it is impractical for the Employee to do that thing outside the Employee's work hours.

Note 1: Examples of actions, by an employee who is experiencing family and domestic violence, that could be covered by paragraph (b) include arranging for the safety of the employee or a close relative (including relocation), attending court hearings, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.

(c) **General Measures**

- (i) An Employee must give the Employer notice of taking of leave under this clause as soon as practicable (which may be at a time after the leave has started) and the likely length of the leave.

- (ii) Proof of family violence may be required by the Employer and can be in the form of an agreed document issued by the Police Service, a Court, a Doctor, district nurse, maternal and health care nurse or a Family Violence Support Service or Lawyer. A signed statutory declaration can also be offered as proof.
 - (iii) All personal information concerning family violence will be kept confidential in line with the Employer's Privacy Policy and relevant legislation.
 - (iv) An Employee experiencing family violence may raise the issue with their immediate team leader and/or Human Resources. The team leader may seek advice from Human Resources if the Employee chooses not to see the Human Resources.
 - (v) Where requested by an Employee, Human Resources will liaise with the Employee's team leader on the Employee's behalf, and will make a recommendation on the most appropriate form of support.
- (d) **Leave**
- (i) The Employer will allow Employees who satisfy (b) above are entitled to up to 10 paid days in any 12 month period (from their anniversary of their employment). The purpose of the leave is to deal with the effects of family violence including relocation, attending court hearings, to make arrangements for children, accessing police services, attending counselling and attending appointments with medical, financial or legal professionals.
 - (ii) The 10 days paid leave is not cumulative but is available in full at the start of each 12 month period.
 - (iii) Beyond 10 days, affected Employees will need to agree specific arrangements with the nominated management contact. However, after having exhausted paid family violence leave, an Employee is able to access accrued personal leave.

51 COMPASSIONATE LEAVE

The provisions of this clause apply to full-time and part-time Employees but do not apply to casual Employees. The entitlements of casual Employees are set out in Clause 24.6.

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

- (a) 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 his or her life; or
- (ii) sustains a personal injury that poses a serious threat to his or her life; or
- (iii) dies; or
- (b) a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (c) the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

Note: Paragraph (1)(c) does not apply:

- if the miscarriage results in a stillborn child; or
- to a former spouse, or former de facto partner, of the employee.

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

- (a) to spend time with the member of the Employee's immediate family or household who has contracted or developed the personal illness or sustained the personal injury; or
- (b) after the death of the member of the Employee's immediate family or household; or
- (c) after a child is stillborn, where the child would have been a member of the Employee's immediate family, or a member of the Employee's household, if the child had been born alive; or
- (d) after the Employee, or the Employee's spouse or de facto partner, has a miscarriage.

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

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

51.5 An Employee must give his or her Employer notice of the taking of leave under this clause by the Employee. This notice must be given to the Employer as soon as practicable (which may be a time after the leave has started) and must advise the Employer of the period, or expected period, of leave.

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

- 51.7 An Employee may take unpaid compassionate leave by agreement with the Employer.

52 PARENTAL LEAVE

- 52.1 An Employee is entitled to parental leave in accordance with the NES and the Employer's parental leave policy (as varied from time to time).
- 52.2 From 1 July 2022, an Employee is entitled to six weeks' of paid parental leave in relation to each birth or adoption of a child in addition to the Commonwealth Paid Parental Leave Scheme.

Paid leave may be taken at half pay and double the time (i.e. half pay for six weeks) by agreement with the Employer.

52.3 Pre-natal Appointments or Parenting Classes

If an Employee is required to attend pre-natal appointments or parenting classes and such appointments or classes are only available or can only be attended during the ordinary rostered shift of an Employee, then on production of satisfactory evidence of attendance at such appointment or class, the Employee may access his or her accrued personal leave. The Employee must give the Employer prior notice of the Employee's intention to take such leave.

- 52.4 Where an Employee applies under the NES for an extension of unpaid parental leave beyond 12 months and that application is refused by the Employer on the basis of reasonable business grounds, then any dispute can be heard and decided under clause 56 (the Dispute resolution Procedure).

- 52.5 An Employee who:

- has a miscarriage after 20 weeks; or
- gives birth to a stillborn child (at or after 20 weeks gestation); or
- who gives birth to a live baby who subsequently dies, during or before the period of intended leave,

will be entitled to six weeks' paid parental leave. Paid leave may be taken at half pay and double the time (i.e. half pay for six weeks) by agreement with the Employer. If these circumstances apply to an Employee's partner, an Employee will also be entitled to six weeks' paid parental leave.

- 52.6 Where the pregnancy terminates during the first 20 weeks, during the notified period/s the Employee is entitled to access any paid and/or unpaid personal illness leave entitlements in accordance with the relevant personal leave provisions. Paid parental leave, as set out at clauses 52.2 and 52.5 above, will attract payment by the Employer of the superannuation guarantee payments prescribed at Clause 16–Superannuation of this Agreement.

53 LONG SERVICE LEAVE

53.1 Definitions

For the purpose of this clause the following definitions apply:

- (a) **Eligible Employee** means an Employee who is entitled to long service leave under the NES or this Agreement.
- (b) **Pay** means the remuneration for an Employee's ordinary hours of work, based on the average hours worked (including absence on authorised leave), either over the last three years or five years, whichever is more beneficial to the Employee. Such average hours and the rate of pay are to be calculated at the time the leave is taken or is paid out, or at the time of the death of the Employee.
- (c) **Month** means a calendar month.
- (d) **Transfer of business** occurs in the circumstances described at s.311 of the Act.

53.2 Entitlement

- (a) Subject to sub-clause 53.2(b) and the supplementary entitlement at sub-clause 53.11, an Eligible Employee (permanent Registered Nurses, and both permanent and casual Enrolled Nurses, PCWs and all support staff) will be entitled to long service leave on pay, in respect of continuous service with the same Employer as follows:
 - (i) 6 months (or 26 weeks) of long service leave on completing 15 years continuous service accruing at 1.7333 weeks per year of service; and
 - (ii) 2 months (or 8.666 weeks) of long service leave on ordinary pay on completing each period of 5 years of continuous service after the first 15 years of continuous service.
- (b) An Employee who, but for this Agreement would be covered by the NSW LSL Act, will be entitled to long service leave in accordance with this clause 53. To the extent that the NSW LSL Act provides a superior entitlement, the Employee will receive that entitlement.

53.3 Taking of leave

- (a) **When Leave is to be taken**

Long service leave will be granted by the Employer within six months from the date of the entitlement under clause 53.2, save that:

- (i) long service leave may be postponed to a mutually agreeable date; and
- (ii) if agreement cannot be reached, the date will be determined by a member of the FWC provided that such a determination will not require leave to commence before six months from the date of such determination.

(b) **How leave is to be taken**

Long service leave will be taken:

- (i) in one period or more periods, with each period being not less than 1 week; or
- (ii) any other way agreed upon by the Employer and Employee.

(c) **Flexible taking of leave: Double leave at half pay or half leave at double pay**

- (i) An Employer may approve an application by an Eligible Employee to take double the period of long service leave at half pay or half the period of long service leave at double the pay.
- (ii) Eligible Employees should seek independent advice regarding the taxation and superannuation implications of seeking payment under this subclause 53.3(c)(ii). The Employer will not be held responsible in any way for the cost or outcome of any such advice.
- (iii) The Employer, if requested by the Eligible Employee, will provide information as to the amount of tax the Employer intends to deduct where payment of long service leave is sought under subclause 53.3(c)(i).
- (iv) If granting the request under this sub-clause would result in an additional cost to the Employer, then it is not practical to grant an Eligible Employee's request.
- (v) Flexible taking of long service leave does not affect an Employees period of continuous service recognised. For example, an Employee taking 12 months at half pay will, for the purpose of calculating continuous service, have six months of continuous service recognised. An Employee taking three months at double pay will have 6 months of continuous service recognised. In either case service will not be broken.

(d) **Pro-rated Long Service Leave**

If an Eligible Employee has completed 10 years' continuous service, an Employer may grant long service leave after 10 years and before 15

years. An application for pro rata leave in advance will not be unreasonably refused.

(e) **Long Service Leave is inclusive of Public Holidays and Accrued days off**

Long service leave is inclusive of any public holiday or accrued day off.

53.4 Payment for period of leave

- (a) Payment will be made in one of the following ways:
 - (i) in full in advance when the Eligible Employee commences her/his leave; or
 - (ii) at the same time as payment would have been made if the Eligible Employee had remained on duty; or
 - (iii) in any other way agreed between the Employer and the Eligible Employee.
- (b) Where an Eligible Employee has been paid in advance, and an increase occurs in the ordinary time rate of pay during the period of long service leave taken, the Eligible Employee will be entitled to receive payment of the amount of any increase in pay at the completion of such leave.

53.5 Calculating continuous service for casual Registered Nurses

(a) **Continuous Service – Registered Nurse Casual Employment only**

Subject to this clause, continuous service of a Registered Nurse as a casual Employee will accrue at the rate of 0.8666 weeks of service provided that:

- (i) For the purpose of this clause, 'Continuous Employment' has the same meaning as set out in the Vic LSL Act or the NSW LSL Act (as applicable).
- (ii) The provisions of this subclause are to be read subject to the Vic LSL Act or NSW LSL Act (as applicable), the NES, and any binding authority of a Court of Competent Jurisdiction.
- (iii) There is no retrospective limit on the accrual related to casual service.

(b) **Continuous Employment – Registered Nurse Mixed Full-time/Part-time and Casual**

- (i) **'Permanent Accrual Rate'** means an accrual rate of 1.733 weeks' per year of service, in accordance with subclause 53.2(a)(i) for a full-time or part-time Employee.

- (ii) **‘Casual Accrual Rate’** means an accrual rate of 0.8667 weeks’ per year of service. There is no retrospective limit on the accrual related to casual service. The casual accrual rate only applies to casual registered Nurses.
- (iii) Where a Registered Nurse has Continuous Employment that includes a mixture of full-time/part-time, on the one hand, and casual employment on the other, the accrual rates for long service leave will correspond to the relative periods of each type of the employment. That is, periods of full-time/part-time service will, for long service leave purposes, accrue at the Permanent Accrual Rate and the periods of casual employment will accrue at the Casual Accrual Rate. If engagement patterns vary throughout a period of Continuous Employment, then the relevant accrual rates for long service leave will correspond to the specific periods of full-time/part-time employment and casual engagement.
- (iv) For the purpose of this clause, ‘Continuous Employment’ has the same meaning as set out in the Vic LSL Act or NSW LSL Act (as applicable).
- (v) The provisions of this subclause are to be read subject to the Vic LSL Act or NSW LSL Act (as applicable), the NES, and any binding authority of a Court of Competent Jurisdiction.

53.6 Continuous service and its interaction with absences or interruptions in employment

The absences or interruptions mentioned in this subclause do not break an Eligible Employee’s continuous service.

(a) Periods that count towards continuous service

The following periods count towards an Eligible Employee’s period of continuous service:

- (i) the taking of any paid leave (including annual leave, personal leave and long service leave) or approved unpaid leave (up to 12 months on each occasion);
- (ii) any unpaid absence from work of not more than fourteen days in any year on account of illness or injury;
- (iii) any interruption or ending of employment by the Employer if made with the intention of avoiding obligations in respect of long service leave or annual leave;
- (iv) any absence on account of injury arising out of or in the course of the employment for a period during which an Eligible Employee is receiving accident pay under Appendix D (Accident Make-Up Pay);

- (v) any additional unpaid leave of absence of the Eligible Employee, where the absence is authorised in advance in writing by the Employer to be counted as service;
- (vi) any absence from employment on defence service in accordance with s.24A of the *Defence Reserve Service (Protection) Act 2001*;
- (vii) a period of absence on community service leave under the Act.

(b) **Periods that do not break continuous service but do not count towards continuous service**

Unless otherwise agreed in writing in advance, the following periods do not break continuous service but do not count towards an Eligible Employee's continuous service:

- (i) any other authorised period of unpaid leave including unpaid parental leave longer than 12 months;
- (ii) any interruption arising directly or indirectly from an industrial dispute;
- (iii) the dismissal of an Eligible Employee if the Eligible Employee is re-employed within a period not exceeding two months from the date of such dismissal;
- (iv) any absence on account of injury arising out of or in the course of her/his employment not covered by a period in which an Eligible Employee is receiving accident make up pay or other paid leave;
- (v) any unpaid absence of not more than 24 months for the sole purpose of undertaking a course of study related to nursing or midwifery where the written approval of the Employer is given;
- (vi) any absence from work of a female Eligible Employee for a period exceeding twelve months in respect of any pregnancy.

53.7 **Records**

The Employer will keep a long service leave record for each Eligible Employee, containing particulars of service, leave taken and payments made.

53.8 **Transfer of business**

Where a transfer of business occurs, an Employee who worked with the old Employer and who continues in the service of the new Employer will be entitled

to count her/his service with the old Employer as service with the new Employer for the purposes of this clause.

53.9 Termination of Employment

- (a) Basic entitlement at termination of employment

An Eligible Employee with ten or more years of continuous service and whose employment terminates for any cause, other than serious and wilful misconduct, is entitled to payment in lieu of untaken long service leave of an amount equal of one thirtieth of the period of continuous service less any long service leave taken.

- (b) Payment in lieu of long service leave on the death of an Eligible Employee

Where an Eligible Employee who has completed at least ten years' service dies while still in the employ of the Employer, payment in lieu of long service leave will be made to the Eligible Employee's personal representative equal to one thirtieth of the period of continuous service less any long service leave taken.

53.10 Consultation and Information

- (a) The Employer will use its best endeavours to consult with an Employee on long service leave if there is any proposed change to the classification, pay, hours or location of the Employee who is on long service leave, including the provision of information and the opportunity to discuss the impacts of the proposal.
- (b) If an Employee proposes to reduce their hours of work they will be given information about the potential impact on their long service leave entitlement before such reduction in hours is agreed to and takes effect.

53.11 Supplementary entitlement to long service leave in advance

- (a) From 1 June 2023 Eligible Employees with 9 years' continuous service, as defined in the NSW LSL Act and Vic LSL Act, will be entitled to take long service leave in advance of their entitlement to long service leave under this Agreement on the basis of 0.8666 weeks per year of service.
- (b) From 1 June 2024 Eligible Employees with 8 years' continuous service, as defined in the NSW LSL Act and Vic LSL Act, will be entitled to take long service leave in advance of their entitlement to long service leave under this Agreement on the basis of 0.8666 weeks per year of service.
- (c) Entitlement to long service leave in advance, as set out in this clause, will be administered in accordance with the Employer's policies and procedures.

- (d) For the avoidance of doubt, long service leave under this clause is not in addition to the entitlement that Employees otherwise receive at 10 years' service and is taken to be included within that entitlement. That is, the leave is taken in advance of any entitlement accruing.
- (e) Up to 10 Eligible Employees will be entitled to take leave in advance per year in accordance with this sub-clause.

54 PUBLIC HOLIDAYS

- 54.1 An Employee shall be entitled to any day or part day public holiday, gazetted as a public holiday in the State in which the Employee works.
- 54.2 For full-time Monday to Friday Employees and/or part-time Employees engaged to work in wards/units, facilities or services (however styled) that operate only on a Monday to Friday basis:
 - (a) When Christmas Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 27 December;
 - (b) When Boxing Day is a Saturday or a Sunday, a holiday in lieu thereof shall be observed on 28 December; and
 - (c) When New Year's Day or Australia Day is a Saturday or Sunday, a holiday in lieu thereof shall be observed on the next Monday.
- 54.3 For all other Employees, including casuals:
 - (a) Christmas Day shall be observed on 25 December;
 - (b) Boxing Day shall be observed on 26 December;
 - (c) New Year's Day shall be observed on 1 January; and
 - (d) Australia Day shall be observed on 26 January.

Those Employees, subject to Clause 54.3, who work on the actual public holiday will be paid penalty rates on that day in accordance with this Clause. Work performed on a substitute public holiday will be paid at ordinary rates. However, a full-time Monday to Friday Employee or a part-time Employee who only works in an area that operates on a Monday-Friday basis will be paid public holiday penalty rates when they work on the substitute public holiday.

- 54.4 Where in a State or locality, public holidays are declared or prescribed on days other than those set out in Clauses 54.1 to 54.3, those days shall constitute additional holidays and public holiday penalty rates and rostered-off benefit provisions shall apply on that additional day. For example, where Christmas day or Boxing Day falls on a weekend but there is an additional public holiday under the Public Holidays Act on Monday 27 December and/or Tuesday 28 December, then a shift worker who works both days will be paid penalty rates on each day.

54.5 Registered Nurses

- (a) Any Registered Nurse who is required to be on duty on a day referred to in accordance with Clauses 54.1 to 54.3 above will be paid for all ordinary work performed in accordance with the rates set out in the table below (as a percentage of the ordinary hourly rate but inclusive of the casual loading):

Employee type	Weekday Public Holiday	Weekend Public Holiday
Permanent RN	200%	200%
Casual RN	250%	250%

- (b) Alternatively, any Registered Nurse who is required to be on duty on a day referred to in accordance with Clauses 54.1 to 54.3 above shall be allowed another half day off in lieu thereof and shall receive an additional half ordinary day's pay.

54.6 Enrolled Nurses and Aged Care Classifications

- (a) Any Enrolled Nurse or HASA Employee who works on a day referred to in accordance with Clauses 54.1 to 54.3 above will be paid for all ordinary work performed in accordance with the rates set out in the table below (as a percentage of the ordinary hourly rate but inclusive of the casual loading):

Employee type	Public Holiday
Permanent EN	250%
Permanent Aged Care Employee	250%
Casual EN	250%
Casual Aged Care Employee	275%

- (b) In respect of Easter Saturday, a permanent Enrolled Nurse or HASA Employee who ordinarily works Monday to Friday only and who does not work on Easter Saturday, shall be entitled to one day's pay in respect of Easter Saturday or, where there is mutual consent, within four weeks following the day on which such holiday occurred the Employee may take one day off in lieu or have one day added to his or her annual leave.

54.7 Public Holidays occurring on Days not Rostered

Full Time Employees only

- (a) Where a full-time Employee is not rostered on duty the following will apply
- (i) Registered Nurses shall receive a sum equal to 100% of an ordinary day's pay for public holidays that occur on their

rostered day off, excepting holidays falling on Saturday or Sunday with respect to Monday to Friday employees.

- (ii) If a public holiday falls on an Enrolled Nurse or Aged Care Employee's day off he or she shall be entitled a payment of 150% of their ordinary rate; or where there is mutual consent, within four weeks following the date on which such holiday occurred the Employee may take a day and half off in lieu or have a day and a half added to his or her annual leave.

Part Time Employees only

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

54.8 Public Holidays occurring during Annual Leave or Personal Leave

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

55 COMMUNITY SERVICES LEAVE

55.1 Blood Donors Leave

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

55.2 Emergency Service Leave

- (a) An Employee who is a member of a recognised voluntary emergency relief organisation (such as the Country Fire Authority, Red Cross, St John Ambulance and the State Emergency Service) is entitled to be released from duty to engage in a voluntary emergency management activity in accordance with the provisions of the Act, subject to the Employee providing to the Employer:-
 - (i) prior notice of such attendance (unless this is not practicable due to the nature of the emergency); and

- (ii) evidence that would satisfy a reasonable person that the Employee has been or will be engaging in an eligible emergency management activity.
- (b) Payment for such attendance shall be restricted to a maximum of three shifts per annum (non-cumulative), at the Employee's ordinary base rate of pay. Casual Employees shall not be entitled to payment under this sub-clause, but shall still have the right to be absent from work subject to complying with the notice requirements under paragraph (a).

55.3 Jury Service

- (a) An Employee who is required to appear as a result of a summons for jury duty or to appear and serve as a juror in any court shall be entitled to be paid for the Employee's ordinary hours of work (including any shift loadings and regular allowances) for the period during which attendance at court is required (whether or not he or she ultimately serves as a juror).
- (b) The Employer may require the Employee as soon as practicable to provide proof of their requirement to attend jury duty to their manager. In such case the Employee shall provide a copy of the summons to attend jury duty and a record of any payments received from the courts as proof of attendance.
- (c) The Employee shall be required to reimburse to the Employer any monies payable to the Employee from the courts for such attendance (excluding expenses) which required the Employee's absence from work.

PART H – ANCILLARY AND DISPUTE SETTLEMENT

56 DISPUTE RESOLUTION PROCEDURE

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

- this Agreement; or
- the NES.

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

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

- 56.3 If the grievance is still unresolved, the matter shall be referred to the Senior Manager of the organisation, however titled and a meeting arranged.
- 56.4 The above steps shall take place within seven days or such longer period as may be mutually agreed.
- 56.5 If a dispute, as defined in clause 56.1, is unable to be resolved at the workplace, and all agreed steps for resolving it have been taken, the dispute may be referred to the FWC for resolution by mediation and/or conciliation and, where the matter in dispute remains unresolved, arbitration. If arbitration is necessary FWC may exercise the procedural powers in relation to hearings, witnesses, evidence and submissions which are necessary to make the arbitration effective.
- 56.6 It is a term of this agreement that while the dispute resolution procedure is being conducted work shall continue normally according to the custom or practice existing before the change or omission that gave rise to the grievance until either the grievance is resolved or, if referred to the FWC, up to the first hearing and then subject to any direction of FWC. No party shall be prejudiced by the continuation of work. Health and safety matters are exempted from this clause.
- 56.7 Any dispute referred to the FWC under this clause should be dealt with by a member agreed by the parties at the time or, in default of agreement, a member nominated by either the head of the relevant panel or the President.
- 56.8 The decision of the FWC will bind the parties, subject to either party exercising a right of appeal against the decision to a Full Bench.
- 56.9 For the avoidance of doubt, Employee grievances are included in the matters to be dealt with in accordance with the dispute resolution procedure of the Agreement.

57 DISCIPLINARY PROCEDURE

- 57.1 Where disciplinary action may be necessary, the management representative shall notify the Employee of the issues in writing and the Employee will be given an opportunity to respond to these issues. In the event that the Employee's response is unsatisfactory, a first warning in writing may be issued. This warning will be recorded on the Employee's personnel file.
- 57.2 If the problem continues, the Employee will again be notified in writing of the matter and a response requested from the Employee. If appropriate, a second warning in writing will be given to the Employee and recorded on the Employee's personnel file.
- 57.3 In the event that the problem continues, the Employee will again be notified in writing of the matter and a response requested. If appropriate, a final written warning will be issued to the Employee and recorded on the Employee's personnel file.
- 57.4 In the event of the matter recurring, then the Employee may be terminated after the matters have been investigated and is found to be substantiated.

- 57.5 Summary dismissal of an Employee may still occur for acts of 'serious misconduct' (as defined in the Act). Where an allegation of 'serious misconduct' is proven and the Employer, having considered all the circumstances does not wish to terminate the Employee's employment, a warning may be issued under Clauses 57.2 or 57.3.
- 57.6 During all steps in the Disciplinary Procedure, the Employee has the right to representation of his or her choice, including the Unions. The Employer may be represented by the representative of their choice.
- 57.7 Records relating to disciplinary procedures will be disregarded where a continuous period of 12 months elapses without further warning/s. Records relating to disciplinary procedures will be removed from the personnel file after a period of two (2) years where no further warning/s arise.

58 NOTICE BOARD

The Employer shall make available a union Notice Board in the work location that is accessible to Employees, for the purpose of local Employee Union delegates or approved contacts, or Union Organisers or other Union staff (subject to right of entry requirements), posting information relating to the observance, application and operation of the Agreement and in relation to union events or meetings.

59 CONSULTATION

59.1 This term applies if the Employer:

- (a) has made a definite decision to introduce a major change to production, program, organisation, structure or technology in relation to its enterprise that is likely to have a significant effect on the Employees; or
- (b) proposes to introduce a change to the regular roster or ordinary hours of work of Employees.

Major change

59.2 For a major change referred to in paragraph 59.1(a):

- (a) the Employer must notify the relevant Employees of the decision to introduce the major change; and
- (b) subclauses 59.3 to 59.9 apply.

59.3 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

59.4 If:

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

- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

59.5 As soon as practicable after making its decision, the employer must:

- (a) discuss with the relevant Employees
 - (i) the introduction of the change; and
 - (ii) the effect the change is likely to have on the Employees; and
 - (iii) measures the Employer is taking to avert or mitigate the adverse effect of the change on the Employees; and
- (b) for the purposes of the discussion—provide, in writing, to the relevant Employees and their nominated representative:
 - (i) all relevant information about the change including the nature of the change proposed; and
 - (ii) information about the expected effects of the change on the Employees; and
 - (iii) any other matters likely to affect the Employees.

This information will be provided by the Employer as soon as practicable after making its decision and in sufficient time before any discussion or meeting to allow proper consideration by the Employee/s and their representatives without unnecessary delay.

59.6 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

59.7 The employer must give prompt and genuine consideration to matters raised about the major change by the relevant Employees.

59.8 If a term in this agreement provides for a major change to production, program, organisation, structure or technology in relation to the enterprise of the Employer, the requirements set out in paragraph 59.2(a) and subclauses 59.3 and 59.5 are taken not to apply.

59.9 In this term, a major change is *likely to have a significant effect on employees* if it results in:

- (a) the termination of the employment of Employees; or
- (b) major change to the composition, operation or size of the Employer's workforce or to the skills required of employees; or

- (c) the elimination or diminution of job opportunities (including opportunities for promotion or tenure); or
- (d) the alteration of hours of work; or
- (e) the need to retrain Employees; or
- (f) the need to relocate Employees to another workplace; or
- (g) the restructuring of jobs.

Change to regular roster or ordinary hours of work

59.10 For a change referred to in paragraph 59.1(b):

- (a) the Employer must notify the relevant Employees of the proposed change; and
- (b) subclauses 59.11 to 59.15 apply.

59.11 The relevant Employees may appoint a representative for the purposes of the procedures in this term.

59.12 If:

- (a) a relevant Employee appoints, or relevant Employees appoint, a representative for the purposes of consultation; and
- (b) the Employee or Employees advise the Employer of the identity of the representative;

the Employer must recognise the representative.

59.13 As soon as practicable after proposing to introduce the change, the Employer must:

- (a) discuss with the relevant Employees and their nominated representative the introduction of the change; and
- (b) for the purposes of the discussion—provide to the relevant Employees and their representative:
 - (i) all relevant information about the change, including the nature of the change; and
 - (ii) information about what the Employer reasonably believes will be the effects of the change on the Employees; and
 - (iii) information about any other matters that the Employer reasonably believes are likely to affect the Employees; and

- (c) invite the relevant Employees to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).

59.14 However, the Employer is not required to disclose confidential or commercially sensitive information to the relevant Employees.

59.15 The Employer must give prompt and genuine consideration to matters raised about the change by the relevant Employees.

59.16 In this term:

relevant employees means the employees who may be affected by a change referred to in subclause 59.1.

60 ACCIDENT PAY

Accident Pay shall be in accordance with Appendix D.

61 REPRESENTATIVE LEAVE

61.1 Leave to attend trade union and union job rep or delegate courses, seminars or conferences shall be as follows:

- (a) To a maximum of two paid days and two unpaid days leave per year for each Union job representative or delegate (1 January to 31 December) for the totality of all applications of trade union, union delegate training leave, attendance at union conferences, meetings and courses provided that:
- the scope, content and level of the courses are directed to enhancing their knowledge of the Agreement and how it operates and is interpreted (including the settlement of dispute and disciplinary procedure/s) and the industrial relations system generally;
 - that two weeks period of notice is provided to the Employer;
 - the approval of leave must have regard to the operational requirements of the Employer;
- (b) Leave of absence granted pursuant to this clause shall count as service for all purposes of this Agreement.

SIGNING CLAUSE

I declare that I am authorised to sign this Agreement for and on behalf of the named Employer, **Froniditha Care:**

Full name (please print)

Faye Spiteri OAM

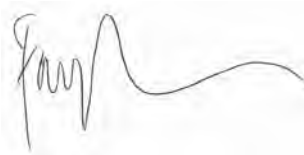
Title

Chief Executive Officer

Address

16 Anzed Court, Mulgrave 3170

Signature



Date

21 November 2023

I declare that I am authorised to sign this Agreement for and on behalf of a Nominated Bargaining Representative, the **Australian Nursing and Midwifery Federation (Victorian Branch):**

Full name (please print)

Title

Address

Signature

Date

I declare that I am authorised to sign this Agreement for and on behalf of a Nominated Bargaining Representative, the **New South Wales Nurses and Midwives Association:**

Full name (please print)

Title

Address

Signature

Date

I declare that I am authorised to sign this Agreement for and on behalf of a Nominated Bargaining Representative, the **Health Services Union of Australia Victoria No 1 Branch, trading as the Health Workers Union.**

Full name (please print)

Diana Asmar

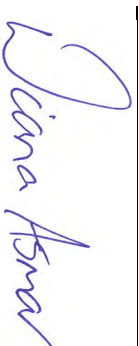
Title

Secretary of the HWU

Address

PO Box 1088, South Melbourne VIC 3205

Signature



Date

21 November 2023

I declare that I am authorised to sign this Agreement for and on behalf of a Nominated Bargaining Representative, the **Health Services Union NSW/ACT/Qld:**

Full name (please print)

Title

Address

Signature

Date

SIGNING CLAUSE

I declare that I am authorised to sign this Agreement for and on behalf of the named Employer, **Froniditha Care:**

Full name (please print)

Title

Address

Signature

Date

I declare that I am authorised to sign this Agreement for and on behalf of a Nominated Bargaining Representative, the **Australian Nursing and Midwifery Federation (Victorian Branch):**

Full name (please print)

Lisa Fitzpatrick

Title

Secretary

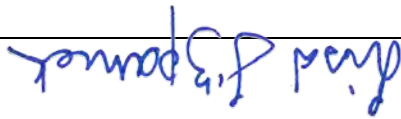
Address

535 Elizabeth Street, Melbourne Victoria 3000

Signature

Date

22 November 2023



I declare that I am authorised to sign this Agreement for and on behalf of a Nominated Bargaining Representative, the **New South Wales Nurses and Midwives Association:**

Full name (please print)

Title

Address

Signature

Date

I am authorised to sign this Agreement as a bargaining representative on behalf of the Health Services Union, New South Wales Branch



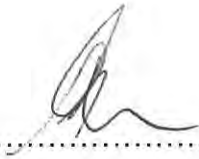
GERARD HAYES

Secretary HSU NSW Branch

Address: Level 2, 109 Pitt Street, Sydney NSW 2000

Date: 29/11/23

Authority to sign Agreement on behalf of employees is in accordance with Rule 48 of the Rules of the Health Services Union.



Shaye Candish
Branch Secretary
Australian Nursing and Midwifery Federation
New South Wales Branch
50 O'Dea Ave
WATERLOO NSW 2017



WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

Authority to sign Agreement on behalf of employees is in accordance with Rule 40 of the Rules of the Australian Nursing and Midwifery Federation and as bargaining representative in accordance with the Fair Work Act 2009.

APPENDIX A – BASE WAGE RATES AND ALLOWANCES

REGISTERED AND ENROLLED NURSES

* Last wage increase prescribed by Fronditha Care on 29 May 2023 (3.25% on last wage increase prescribed in *Fronditha Care, ANMF and HSU Enterprise Agreement 2017 (AE500778)* effective from 1 November 2022).

All increases are effective from the first full pay period commencing on or after (FFPPOA) the dates specified below.

REGISTERED NURSES	1/11/22* (3.25%)		21/08/23 (Aged Care Work Value Increase)		1/11/23 (2.50%)		1/11/24 (2.25%)	
CLASSIFICATION	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate
	\$	\$	\$	\$	\$	\$	\$	\$
Registered Nurse Grade 1 (Grad Year) Allowance rate for shift allowances	1,161.67	30.5702	1,315.45	34.6172	1,348.3380	35.4826	1,378.6756	36.2809
Registered Nurse Grade 2								
Year 1 (Allowance rate all other allowances)	1,252.63	32.9639	1,575.86	41.4700	1,615.2565	42.5068	1,651.5998	43.4632
Year 2	1,491.65	39.2540	1,684.37	44.3255	1,726.4790	45.4337	1,765.3248	46.4559
Year 3	1,598.00	42.0526	1,794.08	47.2126	1,838.9323	48.3930	1,880.3082	49.4818
Registered Nurse Grade 3A								
Year 1	1,635.27	43.0300	1,824.84	48.0220	1,870.4569	49.2226	1,912.5422	50.3301
Year 2	1,660.05	43.6900	1,852.94	48.7615	1,899.2604	49.9805	1,941.9938	51.1051
Registered Nurse Grade 3B								
Year 1	1,696.81	44.6529	1,892.89	49.8129	1,940.2125	51.0582	1,983.8672	52.2070
Year 2	1,733.26	45.6120	1,932.53	50.8560	1,980.8412	52.1274	2,025.4101	53.3003
Registered Nurse Grade 4A								
Year 1	1,779.82	46.8375	1,985.54	52.2510	2,035.1749	53.5572	2,080.9663	54.7623
Year 2	1,826.91	48.0765	2,036.38	53.5890	2,087.2900	54.9287	2,134.2540	56.1646
Registered Nurse Grade 4B								
Year 1	1,869.13	49.1878	2,082.20	54.7948	2,134.2558	56.1646	2,182.2765	57.4283
Year 2	1,915.91	50.4186	2,132.85	56.1276	2,186.1702	57.5308	2,235.3591	58.8252
Registered Nurse Grade 5								
51 - 200 Beds	1,953.08	51.3968	2,170.02	57.1058	2,224.2695	58.5334	2,274.3155	59.8504

Registered Nurse Grade 6								
50 - 100 Beds (plus 0.065% per bed between 1-99)	1,953.08	51.3968	2,187.84	57.5748	2,242.5395	59.0142	2,292.9966	60.3420
100 and over Beds (plus 0.032% per bed for each bed over 99)	2,026.59	53.3300	2,278.14	59.9509	2,335.0884	61.4497	2,387.6279	62.8323
Registered Nurse Grade 7								
50 – 100 Beds (also the rate for Nurse Practitioner Year 1) (plus 0.24% per bed between 1-49 beds and 0.12% per bed between 50 and 99 beds)	1,953.08	51.3968	2,189.97	57.6308	2,244.7197	59.0716	2,295.2259	60.4007
100 and over Beds (also the rate for Nurse Practitioner Year 2 and thereafter) (plus 0.05% per Bed for each bed 100 and over)	2,026.59	53.3313	2,276.08	59.8968	2,332.9804	61.3942	2,385.4724	62.7756

RN ALLOWANCES	1/11/22* (3.25%)	21/08/23 (Aged Care Work Value Increase)	1/11/23 (2.5%)	1/11/24 (2.25%)
AM/PM Shift	29.04	32.89	33.71	34.47
Night Shift	58.08	65.77	67.41	68.93
On Call	62.67	76.89	78.81	80.59
Qualifications Allowances				
Hospital/Grad Certificate	50.08	61.51	63.05	64.47
Post Grad Dip/Degree	81.46	99.96	102.46	104.76
Masters Degree or Doctorate	93.96	115.34	118.22	120.89

ENROLLED NURSES	1/11/22* (3.25%)		21/08/23 (Aged Care Work Value Increase)		1/11/23 (2.50%)		1/11/24 (2.25%)	
CLASSIFICATION	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate
Non-Med Endorsed	\$	\$	\$	\$	\$	\$	\$	\$
Trainee rate (95% of Level 1.1)	1,037.46	27.3015	1,166.68	30.7020	1,195.8419	31.4695	1,222.7483	32.1776
EN 1.1 (Allowance rate)	1,092.08	28.7388	1,237.71	32.5713	1,268.6530	33.3856	1,297.1977	34.1368
EN 1.2	1,232.70	32.4395	1,383.92	36.4190	1,418.5208	37.3295	1,450.4375	38.1694
Med Endorsed EN					With 4% med allowance rolled in from 1/11/23			
EN 2.1 (entry point Diploma)	1,132.96	29.8148	1,278.60	33.6473	1,362.9855	35.8680	1,393.6511	36.6750
EN 2.2	1,153.41	30.3528	1,300.98	34.2363	1,386.8437	36.4958	1,418.0443	37.3169
EN 2.3	1,170.13	30.7930	1,319.87	34.7335	1,406.9831	37.0258	1,438.6474	37.8588
EN 2.4	1,193.16	31.3989	1,344.38	35.3784	1,433.1058	37.7133	1,465.3502	38.5618
EN 2.5	1,212.46	31.9070	1,363.69	35.8865	1,453.6878	38.2549	1,486.3941	38.1156
EN 2.6	1,232.70	32.4395	1,383.92	36.4190	1,475.2618	38.8226	1,508.4521	39.6961

EN ALLOWANCES	1/11/22* (3.25%)	21/08/23 (Aged Care Work Value Increase)	1/11/23 (2.50%)	1/11/24 (2.25%)
	\$	\$	\$	\$
AM/PM Shift	27.31	30.94	31.71	32.43
Night Shift	54.60	61.89	63.44	64.86
Change of Shift	43.68	49.51	50.75	51.89
On Call	54.60	61.89	63.43	64.86
Note: From the first full pay period on or after 1 November 2023, Enrolled Nurse Qualifications Allowance is 3.5% of the applicable pay point rate (in accordance with clause 17.2(a)(ii)). The Leader Allowance is 10% of the individual Employees Pay Point base rate				
Dirty & offensive (per hour)	0.57	0.64	0.66	0.67

ADDITIONAL EN AND RN ALLOWANCES	Current*	Commencement date of this Agreement	1/11/23	1/11/24
	\$	\$	\$	\$
In Charge of Facility (ENs as per clause 31)	51.40	57.10	58.53	59.84
Meals - Registered Nurses				
After usual finishing beyond 1 hour, Mon-Fri	15.07	16.73	17.15	17.53
After usual finishing beyond 4 hours, Mon-Fri	12.18	13.51	13.85	14.16
Overtime beyond 5 hours, Sat-Sun	12.91	14.33	14.69	15.02
Overtime beyond 9 hours, Sat-Sun	12.18	13.51	13.85	14.16
Meal – Enrolled Nurses				
After usual finishing beyond 1 hour, Mon-Fri	16.11	17.88	18.33	18.74
After usual finishing beyond 4 hours, Mon-Fri	12.49	13.86	14.21	14.53
Overtime beyond 5 hours, Sat-Sun	16.11	17.88	18.33	18.74
Overtime beyond 9 hours, Sat-Sun	12.49	13.86	14.21	14.53
Meal – Registered Nurses (Shift Employees)				
Overtime beyond 1 hour	15.07	16.73	17.15	17.53
Overtime beyond 4 hours	12.18	13.51	13.85	14.16
Work beyond 5 hours on rostered day off	15.07	16.73	17.15	17.53
Work beyond 9 hours on rostered day off	12.18	13.51	13.85	14.16
Meal – Enrolled Nurses (Shift Employees)				
Overtime beyond 1 hour	16.11	17.88	18.33	18.74
Overtime beyond 4 hours	12.49	13.86	14.21	14.53
Work beyond 5 hours on rostered day off	16.11	17.88	18.33	18.74
Overtime beyond 9 hours, Sat-Sun	12.49	13.86	14.21	14.53
Uniform – Registered Nurses, lesser of:				
Per day	1.53	1.69	1.73	1.77
Per week	7.68	8.52	8.73	8.93
Uniform – Enrolled Nurses, lesser of:				
Per day	1.65	1.83	1.88	1.92
Per week	6.59	7.31	7.49	7.66
Laundry – Registered Nurses, lesser of:				
Per day	0.40	0.44	0.45	0.46
Per week	1.97	2.18	2.23	2.33
Laundry – Enrolled Nurses, lesser of:				
Per day	0.40	0.44	0.45	0.46
Per week	2.00	2.22	2.28	2.33
Vehicle: Per Kilometre				
35 PMU and over	1.34	1.48	1.52	1.55
Under 35 PMU	1.20	1.33	1.36	1.39
Motor Cycles				
250cc and over	0.69	0.76	0.78	0.80
Under 250cc	0.51	0.56	0.57	0.59

PCWS AND HASA EMPLOYEES

* Last wage increase prescribed by Fronditha Care on 29 May 2023 (3.25% on last wage increase prescribed in *Fronditha Care, ANMF and HSU Enterprise Agreement 2017 (AE500778)* effective from 1 November 2022).

All increases are effective from the first full pay period commencing on or after (FFFPPOA) the dates specified below.

Nauseous Allowance already factored in at 22 cents per hour in 2006-2008 Agreement - not payable separately								
	1/11/22* (3.25%)		21/08/23 (Aged Care Work Value Increase)		1/11/23 (2.50%)		1/11/24 (2.25%)	
CLASSIFICATION	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate	Weekly rate (based on 38 hrs per week)	Hourly rate	Weekly rate (based on 38 ordinary hrs per week)	Hourly rate
Wage Skill Group 1	\$	\$	\$	\$	\$	\$	\$	\$
1 st 3 months or 26 shifts of experience	936.89	24.6550	1,066.11	28.0555	1,092.7622	28.7569	1,117.3494	29.4039
Wage Skill Group 2								
1 st year of exp.	966.21	25.4267	1,100.56	28.9622	1,128.0766	29.6862	1,153.4583	30.3542
2 nd year of exp.	971.22	25.5585	1,105.57	29.0940	1,133.2094	29.8213	1,158.7066	30.4923
3 rd year of exp.	976.49	25.6970	1,110.84	29.2325	1,138.6068	29.9633	1,164.2254	30.6375
4 th year of exp.	981.24	25.8220	1,115.59	29.3575	1,143.4750	30.0914	1,169.2032	30.7685
5 th year of exp.	985.93	25.9456	1,120.28	29.4811	1,148.2903	30.2182	1,174.1269	30.8981
6 th year of exp.	990.84	26.0747	1,125.19	29.6102	1,153.3173	30.3505	1,179.2670	31.0333
Wage Skill Group 3								
1 st year of exp.	971.74	25.5720	1,128.89	29.7075	1,157.1085	30.4502	1,183.1435	31.1354
2 nd year of exp.	976.64	25.7011	1,133.79	29.8366	1,162.1355	30.5825	1,188.2836	31.2706
3 rd year of exp.	982.01	25.8424	1,139.16	29.9779	1,167.6387	30.7273	1,193.9106	31.4187
4 th year of exp.	986.66	25.9647	1,143.81	30.1002	1,172.4012	30.8527	1,198.7802	31.5468
5 th year of exp.	991.41	26.0896	1,148.56	30.2251	1,177.2694	30.9808	1,203.7579	31.6778
6 th year of exp.	996.47	26.2228	1,153.61	30.3583	1,182.4551	31.1172	1,209.0604	31.8174
Wage Skill Group 4								
1 st year of exp.	981.34	25.8247	1,157.49	30.4602	1,186.4248	31.2217	1,213.1193	31.9242
2 nd year of exp.	986.24	25.9538	1,162.39	30.5893	1,191.4532	31.3540	1,218.2609	32.0595
3 rd year of exp.	991.56	26.0937	1,167.71	30.7292	1,196.9023	31.4974	1,223.8326	32.2061
4 th year of exp.	996.41	26.2214	1,172.56	30.8569	1,201.8763	31.6283	1,228.9185	32.3400
5 th year of exp.	1,001.11	26.3451	1,177.26	30.9806	1,206.6944	31.7551	1,233.8450	32.4696
6 th year of exp.	1,005.96	26.4728	1,182.12	31.1083	1,211.6683	31.8860	1,238.9308	32.6034
Wage Skill Group 5								
1 st year of exp.	1,004.73	26.4402	1,186.01	31.2107	1,215.6568	31.9910	1,243.0090	32.7108
2 nd year of exp.	1,009.68	26.5706	1,190.96	31.3411	1,220.7358	32.1246	1,248.2024	32.8474
3 rd year of exp.	1,015.05	26.7119	1,196.33	31.4824	1,226.2395	32.2695	1,253.8299	32.9955
4 th year of exp.	1,019.80	26.8368	1,201.08	31.6073	1,231.1043	32.3975	1,258.8042	33.1264
5 th year of exp.	1,024.45	26.9591	1,205.72	31.7296	1,235.8679	32.5228	1,263.6749	33.2546
6 th year of exp.	1,029.45	27.0909	1,210.73	31.8614	1,241.0015	32.6579	1,268.9241	33.3927
Wage Skill Group 6								
1 st year of exp.	1,014.38	26.6942	1,212.51	31.9082	1,242.8244	32.7059	1,270.7880	33.4418
2 nd year of exp.	1,019.49	26.8287	1,217.62	32.0427	1,248.0631	32.8438	1,276.1445	33.5827

3 rd year of exp.	1,024.76	26.9673	1,222.89	32.1813	1,253.4605	32.9858	1,281.6633	33.7280
4 th year of exp.	1,029.51	27.0923	1,227.64	32.3063	1,258.3287	33.1139	1,286.6411	33.8590
5 th year of exp.	1,034.15	27.2145	1,232.28	32.4285	1,263.0911	33.2392	1,291.5106	33.9871
6 th year of exp.	1,039.11	27.3449	1,237.24	32.5589	1,268.1710	33.3729	1,296.7048	34.1238
Wage Skill Group 7								
1 st year of exp.	1,036.01	27.2634	1,239.84	32.6274	1,270.8386	33.4431	1,299.4324	34.1956
2 nd year of exp.	1,041.02	27.3952	1,244.85	32.7592	1,275.9714	33.5782	1,304.6807	34.3337
3 rd year of exp.	1,046.34	27.5351	1,250.17	32.8991	1,281.4217	33.7216	1,310.2537	34.4804
4 th year of exp.	1,051.09	27.6601	1,254.92	33.0241	1,286.2899	33.8497	1,315.2314	34.6114
5 th year of exp.	1,055.78	27.7838	1,259.61	33.1478	1,291.1052	33.9765	1,320.1551	34.7409
6 th year of exp.	1,060.69	27.9128	1,264.52	33.2768	1,296.1322	34.1087	1,325.2952	34.8762
Wage Skill Group 8								
1 st year of exp.	1,053.56	27.7253	1,265.98	33.3153	1,297.6326	34.1482	1,326.8293	34.9166
2 nd year of exp.	1,058.52	27.8558	1,270.94	33.4458	1,302.7125	34.2819	1,332.0235	35.0533
3 rd year of exp.	1,063.78	27.9943	1,276.20	33.5843	1,308.1099	34.4239	1,337.5423	35.1985
4 th year of exp.	1,068.59	28.1207	1,281.01	33.7107	1,313.0310	34.5534	1,342.5742	35.3309
5 th year of exp.	1,073.23	28.2430	1,285.65	33.8330	1,317.7934	34.6788	1,347.4438	35.4590
6 th year of exp.	1,078.19	28.3734	1,290.61	33.9634	1,322.8733	34.8125	1,352.6380	35.5957
Wage Skill Group 9								
1 st year of exp.	1,077.00	28.3421	1,293.49	34.0391	1,325.8239	34.8901	1,355.6550	35.6751
2 nd year of exp.	1,081.80	28.4685	1,298.29	34.1655	1,330.7451	35.0196	1,360.6868	35.8075
3 rd year of exp.	1,087.07	28.6070	1,303.55	34.3040	1,336.1425	35.1616	1,366.2057	35.9528
4 th year of exp.	1,091.87	28.7334	1,308.35	34.4304	1,341.0636	35.2911	1,371.2376	36.0852
5 th year of exp.	1,096.52	28.8557	1,313.00	34.5527	1,345.8260	35.4165	1,376.1071	36.2133
6 th year of exp.	1,101.57	28.9888	1,318.06	34.6858	1,351.0118	35.5529	1,381.4095	36.3529
Wage Skill Group 10								
1 st year of exp.	1,127.80	29.6789	1,321.49	34.7759	1,354.5229	35.6453	1,384.9997	36.4474
2 nd year of exp.	1,132.65	29.8066	1,326.34	34.9036	1,359.4970	35.7762	1,390.0856	36.5812
3 rd year of exp.	1,138.02	29.9479	1,331.71	35.0449	1,365.0002	35.9211	1,395.7127	36.7293
4 th year of exp.	1,142.77	30.0729	1,336.46	35.1699	1,369.8684	36.0492	1,400.6905	36.8603
5 th year of exp.	1,147.47	30.1965	1,341.15	35.2935	1,374.6837	36.1759	1,405.6141	36.9898
6 th year of exp.	1,152.32	30.3243	1,346.01	35.4213	1,379.6578	36.3068	1,410.7001	37.1237
Wage Skill Group 11								
1 st year of exp.	1,175.97	30.9465	1,351.49	35.5655	1,385.2751	36.4546	1,416.4438	37.2748
2 nd year of exp.	1,181.33	31.0878	1,356.86	35.7068	1,390.7783	36.5994	1,422.0708	37.4229
3 rd year of exp.	1,186.55	31.2250	1,362.07	35.8440	1,396.1228	36.7401	1,427.5355	37.5667
4 th year of exp.	1,191.30	31.3500	1,366.82	35.9690	1,400.9910	36.8682	1,432.5133	37.6977
5 th year of exp.	1,196.00	31.4736	1,371.52	36.0926	1,405.8063	36.9949	1,437.4370	37.8273
6 th year of exp.	1,201.00	31.6054	1,376.53	36.2244	1,410.9392	37.1300	1,442.6853	37.9654

PCW and HASA Allowances (per shift)	1/11/22*	21/08/23 (Aged Care Work Value Increase)	1/11/23	1/11/24
	\$	\$	\$	\$
AM/PM Shift	25.12	29.65	30.61	31.30
Night Shift	50.24	59.30	61.23	62.61
Change of Shift	40.19	47.44	48.98	50.08
On Call	50.24	59.30	61.23	62.61
Note: Leader Allowance is 10% of the individual Employees WSG base rate				

Other Allowances (per occasion)	1/11/22*	Commencement date of this Agreement	1/11/23	1/11/24
Dirty and Offensive Linen	0.55	0.61	0.63	0.64
Meal				
Overtime beyond 1 hour, Mon-Fri	14.15	15.70	16.09	16.45
Overtime beyond 4 hours, Mon-Fri (further payment to the above)	11.31	12.55	12.86	13.15
Work beyond 5 hours on Sat-Sun or on rostered day off	15.02	16.67	17.09	17.47
Work beyond 9 hours on Sat-Sun or rostered day off (further payment to the above)	12.08	13.40	13.74	14.04
Uniform, lesser of:				
Per day	1.84	2.04	2.09	2.14
Per week	9.36	10.38	10.64	10.88
Laundry, lesser of:				
Per day	0.49	0.54	0.55	0.57
Per week	2.24	2.48	2.54	2.60
Vehicle Per kilometre:				
35 PMU and over	0.92	1.02	1.05	1.07
Under 35 PMU	0.77	0.85	0.87	0.89
Motor cycles:				
250 cc and over	0.44	0.48	0.49	0.50
Under 250 cc	0.35	0.38	0.39	0.40
Bicycles	0.08	0.08	0.08	0.08

APPENDIX B – CLASSIFICATION DEFINITIONS

HASA CLASSIFICATIONS

Personal Care Worker

The Personal Care Worker structure shall be as follows:

1 Personal Care Worker Grade 1 (Wage Skill Group 3)

Means a person employed in a Residential Aged Care Facility to provide personal care to those residents. Such an Employee does not possess any accredited training.

2 Personal Care Worker Grade 2 (Wage Skill Group 6)

Means a person employed in a Residential Aged Care Facility to provide personal care to those residents.

- 2.1 Such an Employee must obtain a qualification in Aged Care at Certificate 3 level that has been issued by a registered training organisation (or is deemed to have completed such qualification through completion of the required percentage of the Diploma of Nursing or undergraduate Degree in nursing as set out in clause 36). This will normally require the actual completion of all compulsory and required elective modules, unless a recognised RPL (Recognition of Prior Learning) or recognition of existing competencies assessment has been undertaken and resulted in appropriate credits.

Where, after commencement of employment, the Employer disputes an RPL credited component of the Certificate 3 qualification, the Employer shall outline that dispute in writing, identifying the reason and proposed remedy. The Employer and Employee shall meet in accordance with Clause 56 of this Agreement and the Employee shall be advised, in writing, that they may have their chosen representative attend the meeting with them. Where no agreement is reached, either party may refer the matter to the FWC in the manner detailed in Clause 56 to resolve whether the RPL is reasonable and, if not, what steps should be taken to rectify any concern regarding the RPL. Where additional training is proposed, agreed or required, the Employer will provide the additional training and the Employee will be required to complete the training in order to remain at Wage Skill Group 6.

- 2.2 For such an Employee, training in the following is also required:

- first aid equal to a basic first aid certificate,
- manual handling,
- infection control,
- communication skills, and
- basic personal care of residents.

- 2.3 Where the Employee does not have the training at Paragraph 2.2 above and at the request of the Employee, such training shall be provided by and at the cost of the Employer. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid at PCW Grade 2 from the time of completion of the Certificate 3 in Aged Care.

3 Personal Care Worker Grade 3 (Wage Skill Group 8)

Means a person employed to provide personal care to those residents.

- 3.1 Such an Employee, in addition to having had not less than two years experience as a PCW and the training required at a PCW 2 classification; a relevant qualification in Aged Care at Certificate 4 level that has been issued by a registered training organisation. This will normally require the actual completion of all compulsory and required elective modules, unless a recognised RPL or recognition of existing competencies assessment has been undertaken and resulted in appropriate credits. Alternatively, an Employee may be deemed to have completed a Certificate 4 qualification through completion of the required percentage of the Diploma of Nursing or undergraduate Degree in nursing as set out in clause 36.

Where, after commencement of employment at, the Employer disputes an RPL credited component of the Certificate 4 qualification, the Employer shall outline that dispute in writing, identifying the reason and proposed remedy. The Employer and Employee shall meet in accordance with Clause 56 of the Agreement and the Employee shall be advised, in writing, that they may have their chosen representative attend the meeting with them. Where no agreement is reached, either party may refer the matter to FWC in the manner detailed in Clause 56 to resolve whether the RPL is reasonable and, if not, what steps should be taken to rectify any concern regarding the RPL. Where additional training is proposed, agreed or required, the Employer will provide the required additional training and the Employee will be required to complete the training in order to remain at Wage Skill Group 8.

- 3.2 For such an Employee, training in the following is also a requirement:

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

- 3.3 Where the Employee does not have the training at Paragraph 3.2 above, and at the request of the Employee, such training shall be provided by and at the cost of the Employer. Such training may be either internal or external. Such training will be in paid time and the completion of such training will not be a prerequisite for being paid as a PCW Grade 3 from the time of completion of the Certificate 4 in Aged Care.

4 Personal Care Worker Grade 4 (Wage Skill Group 11)

Means a person appointed as the personal care supervisor/coordinator, and who holds the overall responsibility of managing the residents' personal care needs on a day to day basis. A PCW Grade 4 will not supervise a Registered or Enrolled Nurse in relation to any clinical or care matters.

- 5 Where an Employee obtains a certificate that entitles them to a higher classification / wage skill group, the Employee shall be reclassified from the date the certificate is obtained or the date that evidence of attainment is provided to the Employer, whichever is later.

LEISURE / LIFESTYLE AND ACTIVITIES STRUCTURE

Included below is the staffing structure for Leisure and Lifestyle Assistants, however titled, within residential aged care facilities. A 'Wage Skill Group' refers to the Wage Skill Group Structure as outlined in this Agreement.

The structure shall be as follows:

1. Leisure and Lifestyle Assistant Grade 1 (Wage Skill Group 3)

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

2 Leisure and Lifestyle Assistant Grade 2 (Wage Skill Group 6)

- 2.1 Means a person employed in a Residential Aged Care Facility to provide activities/diversional therapy to those residents.
- 2.2 Such an Employee must have a Certificate 3 qualification in Leisure and Lifestyle, Diversional Therapy or other relevant qualification from a Registered Training Organisation.
- 2.3 Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Co-ordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

3 Leisure and Lifestyle Assistant Grade 3 (Wage Skill Group 8)

- 3.1 Means a person employed in Residential Aged Care Facility to provide activities/diversional therapy to those residents.
- 3.2 Such an Employee shall have a Certificate 4 qualification in Leisure and Lifestyle, Diversional Therapy or other relevant qualification from a Registered Training Organisation.
- 3.3 Such a person will plan and implement lifestyle enhancement programmes under limited supervision and in cooperation with other members of the aged care team. This Employee maybe required to hold a First Aid Certificate and may also be required to hold a Victorian Bus Driving Licence.

4 Leisure and Lifestyle Co-ordinator Unqualified (Wage Skill Group 10)

Means a suitably experienced and unqualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

5 Leisure and Lifestyle Co-ordinator Qualified (Wage Skill Group 11)

Means a suitably experienced and qualified person appointed as the Leisure and Lifestyle Coordinator and who holds overall responsibility for the development, implementation, evaluation and continuous improvement of leisure and lifestyle programmes and supervision, work allocation, rostering and guidance of Lifestyle Assistants. This person may be required to hold a First Aid Certificate II and may also be required to hold a Victorian Bus Driving Licence.

HASA CLASSIFICATIONS – GENERAL

WAGE/ SKILL LEVELS

WAGE SKILL GROUP 1

This is an entry level only. An Employee at this level has less than three months experience or 26 rostered shifts (whichever takes longer) in the industry and performs basic functions.

An Employee at this level:

- Works within established routines, methods and procedures.
- Has minimal responsibility, accountability or discretion.
- Works under direct or routine supervision, either individually or in a team.
- No previous experience or training is required.

Indicative classifications at this level are:

General Services

Laundry Hand (Grade 1)
 Cleaner/Housekeeper (Grade 1)
 Assistant Gardener
 Maintenance/Handyperson (Unqualified)

Food Services

Food Services Assistant/ Kitchen Hand (Grade 1)
 Other Cook

WAGE SKILL GROUP 2

An Employee within those classifications indicated in Wage Skill Group who has more than three months or 26 shifts experience (whichever takes longer) in the industry.

An Employee at this level:

- Works within established routines, methods and procedures.
- Has limited responsibility, accountability or discretion.
- May work under limited supervision, either individually or in a team.
- Possesses communication skills.
- Requires on-the-job training and/or specific skills training or experience.

Indicative classifications at this level are:**General Services**

Laundry Hand (Grade 2)
 Cleaner/Housekeeper (Grade 2)
 Gardener (non-trade)
 Maintenance/Handyperson (Unqualified)

Food Services

Food Services Assistant/Kitchen Hand (Grade 2)
 Other Cook

WAGE SKILL GROUP 3

An Employee at this level:

- Is capable of prioritising work within established routines, methods and procedures.
- Is responsible for work performed with a limited level of accountability or discretion.
- Works under limited supervision, either individually or in a team.
- Possesses sound communication skills.
- Requires specific on-the-job training and/or relevant skills training or experience.
- In the case of Laundry Hand, Food Services Assistant/Kitchen Hand and Cleaner, are required to hold a relevant Certificate III qualification.

Indicative classifications at this level are:**General Services**

Laundry Hand (Grade 3)
 Cleaner/Housekeeper (Grade 3)
 Laundry Operator
 Driver 1.25 tonnes or less

Food Services

Cook Employed Alone
 Diet Cook
 Food Services Assistant/Kitchen Hand (Grade 3)

WAGE SKILL GROUP 4

An Employee at this level:

- Is capable of prioritising work within established routines, methods and procedures. (non admin/clerical)
- Is responsible for work performed with a medium level of accountability or discretion. (non admin/clerical)
- Works under limited supervision, either individually or in a team. (non admin/clerical)
- Possesses sound communication and/or arithmetic skills. (non admin/clerical)
- Requires specific on-the-job training and/or relevant skills training or experience. (non admin/clerical)
- A admin/clerical employee who undertakes a range of basic clerical functions within established routines, methods and procedures. No or limited experience and training are required.

Indicative classifications at this level are:

General Clerk

General Clerk
Typist

WAGE SKILL GROUP 5

An Employee at this level:

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

Indicative classifications at this level are:

General Services

Driver 1.25 tonnes to 3 tonnes

WAGE SKILL GROUP 6

An Employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.

- Is responsible for work performed with a medium level of accountability.
- Works under limited supervision, either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes. (admin/clerical)
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Receptionist

Client/Resident Fees Clerk

General Services

Driver over 3 tonnes

WAGE SKILL GROUP 7

An Employee at this level:

- Is capable of prioritising work and exercising discretion within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a basic knowledge of medical terminology and/or a working knowledge of health insurance schemes(admin/clerical).
- May require regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is multi-function administrative processing.
- Possesses well developed communication, interpersonal and/or arithmetic skills.
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical

All classifications as per admin/clerical (Wage Skills Group Levels 4 & 6) with computer use.

Computer Clerk

General Services

Maintenance/Handyperson (Trade)

Gardener (Trade)

Food Services

Trade Cook

WAGE SKILL GROUP 8

An Employee at this level:

- Is capable of functioning semi autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability.
- Works either individually or in a team.
- Requires a comprehensive knowledge of medical terminology and/or a working knowledge of health insurance schemes(admin/clerical).
- May require basic computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Indicative classifications at this level are:

Admin/Clerical Services

Secretary

Interpreter (Unqualified)

Food Services

Chef Grade B

WAGE SKILL GROUP 9

An Employee at this level:

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

Indicative classifications at this level are:

Admin/Clerical Services

Computer Clerk (Advanced)

General Services

Maintenance/Handyperson (Advanced)

Gardener (Advanced)

Food Services

A Cook or Chef with relevant qualifications.

Chef Grade A

WAGE SKILL GROUP 10

An Employee at this level:

- Is capable of functioning autonomously, and prioritising his or her own work within established policies, guidelines and procedures.
- Is responsible for work performed with a substantial level of accountability and responsibility.

- Works either individually or in a team.
- May require comprehensive computer knowledge or be required to use a computer on a regular basis.
- Possesses administrative skills and problem solving abilities.
- Possesses well developed communication, interpersonal and/or arithmetic skills
- Will most likely require formal qualifications at trade or Advanced Certificate or Associate Diploma level and/or relevant skills training or experience.

Indicative classifications at this level are:

Food Services

Chef with relevant qualifications.

WAGE SKILL GROUP 11

An Employee at this level:

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

Indicative classifications at this level are:

Admin/Clerical Services

Private Secretary
Clerical Supervisor
Interpreter (Qualified)

General Services

General Services Supervisor

CLASSIFICATION DEFINITIONS**Clerical/Administrative Stream Definitions****Clerical Supervisor (WSG 11)**

Is a person appointed as such performing work which involves the supervision of staff within the Admin/Clerical Stream of this Agreement or the supervision of staff within an Administrative/Clerical Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of staff and may assist in the recruitment of staff.

Computer Clerk (WSG 7)

Means clerical Employees in the following classifications where their employment involves regular computer related duties, where those duties are an essential part of the function of the position and where the level of skill involved is "multi-function administrative".

Computer Clerk Advanced (WSG 9)

Means an Employee required to perform more complex computer related duties that are outside the normal operating parameters of a dedicated software system (e.g. accessing the operating system, configuring or installing programs) or is required to perform advanced, responsible or complex functions within a dedicated software system (e.g. basic system maintenance or administration, security back-ups etc.)

Private Secretary (WSG 11)

Is a person who in addition to possessing and using secretarial skills, (e.g. word processing, reception and typing) provides services at the senior management level including attending to organisational matters: diaries, meetings, agendas, taking of minutes, liaising with other departments or divisions and involvement with routine correspondence.

General Services Stream Definitions**Cleaner/Housekeeper Grade 1 (WSG 1 – entry level only)****Cleaner/Housekeeper Grade 2 (WSG 2)**

Means a person who performs general cleaning and housekeeping functions within a facility. This may include cleaning windows within a building.

Cleaner/Housekeeper Grade 3 (WSG 3)

As per Cleaner/Housekeeper Grades 1 & 2 and also holds relevant Certificate III qualification.

Gardener Advanced (WSG 9)

Means a "Gardener Trade" who holds post-trade qualifications and is capable of, and required to work autonomously and is required to prioritise his or her own work with a substantial level of accountability and responsibility.

Gardener (non-trade) (WSG 2)

Means an Employee engaged in the pruning or trimming of plants or trees; or in budding, propagating, planting or plotting; or like garden related functions.

Gardener Trade (WSG 7)

Means a tradesperson gardener who has satisfactorily completed the approved apprenticeship course in gardening or who has been issued with an approved trade certificate.

General Services Supervisor (WSG 11)

Is a person appointed as such performing work which involves the supervision of staff within the General Services Stream of this agreement or the supervision of staff within a General Services related department or section. Such a person would be responsible for administrative duties such as work allocation, training, rostering and guidance of staff and may assist in the recruitment of staff.

Laundry Hand Grade 1 (WSG 1 – entry level only)**Laundry Hand Grade 2 (WSG 2)**

Means a person who performs basic laundry work and the sorting and packing of linen.

Laundry Hand Grade 3 (WSG 3)

As per Laundry Hand Grades 1 & 2 and also holds relevant Certificate III qualification.

Laundry Operator (WSG 3)

Means a person employed as a sole employee in a laundry performing the full range of duties relating to the operation of a laundry.

Maintenance/Handyperson Advanced (WSG 9)

Is a "Handyperson Trade" who holds post-trade qualifications and is capable of, and required to work autonomously, and is required to prioritise their own work with a substantial level of accountability and responsibility.

Maintenance/Handyperson Trade (WSG 7)

Means a person employed as a handyperson who has satisfactorily qualified as a tradesperson under the *Industrial Training Act 1975* or holds an equivalent qualification acceptable to the Employer.

Food Services Stream Definitions**Chef:**

Means a person employed as such who may be required by the Employer to supervise staff, give any necessary instruction in all the branches of cooking, preparation of food service staff rosters, assist in the planning of meals, assist in the pricing of meals for departmental budgets, assist in the requisitioning and purchasing of all stores and to assist where necessary in the preparation and supervision of the plating of meals.

- **Chef Grade A (WSG9)**

A chef employed in a facility with more than 100 beds but less than 200 beds or a kitchen providing more than 500 meals but less than 1000 meals on a daily average.

- **Chef Grade B (WSG 8)**

A chef employed in a facility with less than 100 beds or a kitchen providing less than 500 meals on a daily average.

Cook Employed Alone (WSG 3)

Means a person employed as a sole cook who does not hold trade qualifications.

Diet Cook (WSG 3)

Means an unqualified cook who produces meals for specific dietary requirements and/or other specialist meals.

Food Services Assistant/Kitchen Hand Grade 1 (WSG 1 – entry level only)**Food Services Assistant/Kitchen Hand Grade 2 (WSG 2)**

Means a person who undertakes basic food preparation; the cooking of basic meals; cleaning of food preparation and consumption areas and cooking equipment and utensils; the serving and delivery of meals.

Food Services Assistant/Kitchen Hand Grade 3 (WSG 3)

As per Food Services Assistant/Kitchen Hand Grades 1 & 2 and also holds relevant Certificate III qualification.

Trade Cook (WSG 7)

Means a cook qualified as a tradesperson under the Industrial Training Act 1975 or holding an equivalent qualification acceptable to the employer.

Other Cook (WSG 1)

Means a person who does not hold trade qualifications, who is employed as a cook by a facility where other cooks are employed.

REGISTERED NURSES

1. **Post Graduate Student** (i.e. A Registered Nurse undergoing training for the purpose of obtaining a post-graduate qualification).

The period for which a Registered Nurse undergoes training for the purpose of obtaining a post -basic qualification shall be counted towards his or her years of experience as a Registered Nurse.

2. **Deputy Director of Nursing (however titled)**

Deputy Director of Nursing means a Registered Nurse appointed as such and who deputises for the Director of Nursing and assists in nursing administration. In the case of a private hospital and/or residential aged care facility where the proprietor also is a working Director of Nursing, the Resident Nursing Manager shall be classified and paid as the "Deputy Director of Nursing".

Where an Employee is appointed as Deputy Director of Nursing (Extended Care/Residential Aged Care Facility):

- (a) The minimum weekly salary for a Deputy Director of Nursing shall be at the Grade 6 (13-50 beds).
- (b) In addition to this amount a Deputy Director of Nursing shall be paid the following in respect to approved beds over which responsibility is exercised:
 - (i) an additional 0.065% of the minimum base weekly salary per bed for each approved bed to 50 beds: plus;
 - (ii) an additional 0.065% of the minimum base weekly salary per bed for each approved bed from 51 to 100: plus;
 - (iii) an additional 0.032% of the minimum base weekly salary per bed for each approved bed above 100 beds.

The above amount shall be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting shall be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

3. **Director of Nursing (Extended Care/ Residential Aged Care Facility)**

Director of Nursing means a Registered Nurse appointed as the principal nursing executive officer, however styled, responsible for the overall managerial, professional, clinical and regulatory aspects of the nursing service (notwithstanding that a Residential Aged Care Facility Clinical Care Coordinator might also be appointed) and who performs duties which may include, but are not confined to:

- accountability for the standards of nursing practice for the residential aged care facility and for co-ordination of its nursing service;

- participating in or having principal responsibility for the management of the residential aged care facility or part thereof, and being accountable for the development and evaluation of nursing, policy and management;
- providing leadership, direction and management of the residential aged care facility in accordance with relevant organisational policies, objectives and goals;
- management of the budget or aspects of the budget of the residential aged care facility;
- responsibility for ensuring that the nursing service meets the changing needs of residents, organisational aims and objectives through proper strategic planning; and
- complying and ensuring the compliance of others with the *Aged Care Act 1997 (Cth)* and other legal requirements pertaining the nursing service of the residential aged care facility.

The minimum weekly salary for a Director of Nursing shall be at Grade 7 (less than thirteen beds).

In addition to this amount a Director of Nursing (Extended Care/Facility Care Residential Aged Care Facilities) shall be paid the following in respect to approved beds over which responsibility is exercised an additional:

- (a) 0.24% of the minimum base weekly salary per bed for each approved bed to 50 beds; plus
- (b) 0.12% of the minimum base weekly salary per bed for each approved bed from 51 to 100 beds; plus
- (c) 0.05% of the minimum base weekly salary per bed for each approved bed above 100 beds.

The above amount shall be treated for all purposes as part of ordinary salary for each classification. (Note: The calculation of the above approved bed weighting shall be made to the nearest 10 cents, any amount in the result not exceeding 5 cents to be disregarded).

4. **Nurse Practitioner**

A Nurse Practitioner is a specialised nurse who holds additional qualification (usually a Masters Degree) in a relevant field such as gerontology or women's health and who is registered as Nurse Practitioner with the Nursing and Midwifery Board of Australia. As such the Nurse Practitioner has rights under federal legislation to prescribe medications in his or her field of expertise.

5. **Clinical Care Coordinator**

Clinical Care Coordinator means a Registered Nurse appointed as such who provides a clinical resource, clinical advisory/development role concerning the clinical and professional care of residents of a residential aged care facility (but does not have managerial responsibilities), and who, in addition to care/lifestyle planning, oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and performs duties which substantially include, but are not confined to:

- providing or assisting with policy advice, development and/or implementation of standards of nursing care; and/or
- providing clinical 'leadership and role modelling' for less experienced and non-registered staff; and/or
- implementation and evaluation of education or staff development programs relevant to the residential aged care facility.

6. **Nurse Unit Manager/ Charge Nurse (NUM/CN)** means a Registered Nurse appointed by the employer to exercise managerial and clinical responsibility over a unit or section of an aged care facility, usually during the AM shift. Typical duties include, but are not limited to:

- Managing staff and resources within the unit or section
- Ensuring the provision of appropriate clinical and personal care to residents within the unit/section
- Ensuring that clinical and care standards are maintained, including legislated or regulatory obligations
- Assisting with projects delegated by the Director of Nursing
- Coordinating training needs of staff, including the timely provision of mandatory training
- Dealing with resident families on clinical and personal matters, including the resolution of complaints
- Dealing with HR and disciplinary issues within the unit/section
- Ensuring that staff are appropriately rostered and that unplanned absences are covered

REGISTERED NURSE CLASSIFICATIONS

1. Grade 1

A Registered Nurse in his or her first year of experience (or “Graduate Year”) following registration as a Nurse with the Australian Health Practitioner Regulation Agency (“AHPRA”).

2. Grade 2

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

- (c) On AM shift is the second or subsequent Registered Nurse rostered on the shift (in addition to the Director of Nursing and/or Clinical Care Coordinator however titled) i.e. there is at least one other Registered Nurse classified at Grade 4 or Grade 5 nurse rostered on the floor, in addition to the Director of Nursing and/or Clinical Care Coordinator; and
- (d) On PM, night and weekend shifts works under the direct supervision of a more experienced Registered Nurse who is in charge of the same section or unit within which the Registered Nurse Grade 2 is working i.e. the Registered Nurse Grade 2) is not in charge of or responsible for a section or unit of the facility but works under direct supervision.

3 Grade 3A

A Registered Nurse appointed as an Associate Nurse Unit Manager/Associate Charge Nurse in charge of a unit or section of an aged care facility.

Grade 3B

Grade 3B is not utilized.

4. Grade 4A

A Registered Nurse appointed as a Unit Manager/Charge Nurse in charge of a unit or section of an aged care facility.

A Registered Nurse appointed as In-Charge of a facility (After-Hours Coordinator) of less than 61 beds in the out of hours of the Director of Nursing on PM, night and all weekend shifts and paid as such.

Grade 4B

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

5. Grade 5

A Registered Nurse appointed as the In-Charge of a facility (After Hours Coordinator) for a Facility of 61 beds or more on PM, night and all weekend shifts and paid as such. The rate of pay for this classification shall be based on the relevant bed number (usually 51 - 200 beds).

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

6. Grade 6

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

7. Grade 7

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

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

A Registered Nurse appointed as a Nurse Practitioner during his or her first year of experience as a Nurse Practitioner shall be classified at Grade 7 (over 100 beds).

ENROLLED NURSE CLASSIFICATIONS

A. Pay Point Progression – General

- 1.1 Subject to the terms specified for each Pay Point as defined in Part B of this clause, each Enrolled Nurse shall progress to the next Pay Point (between Pay Points 2.1 and 2.6 inclusive in Level 2) on his or her anniversary date, subject only to completion of a year of experience (as defined) and any mandatory internal training and as per APHRA requirements. An Enrolled Nurse cannot move between Level 1 and Level 2 unless he or she becomes registered without notation (i.e. is able to administer medications).
- 1.2 An Enrolled Nurse is not required to apply for Pay Point progression save that:
 - (a) A new Employee shall provide, as far as practicable, documentation that supports claims of previous experience or courses of study/in-service training since registration. A Training Certificate (or equivalent) or, where a previous Employer refuses to provide such information, a statutory declaration shall suffice.
- 1.3 Upon an Employee's anniversary date progression may only be deferred or refused by the Employer if the Employee has not completed the required mandatory or AHPRA CPD training for the next Pay Point.

Deferral or refusal must not be unreasonably or arbitrarily imposed by the Employer. It will be considered unreasonable to defer or refuse if the Employer has refused to provide training and/or opportunities to work in practice settings in the Employer's establishment.

Where the Employer proposes to defer or refuse progression on the anniversary date because the Employee has not completed the required internal mandatory training, the Employer shall notify the Employee in writing at least eight weeks prior to the anniversary of the following:

- The anniversary date,
- The amount of training on file,
- The amount of training required for progression, and
- Upcoming in-service training.

1.4 Where an Employee who has been deferred or refused progression undertakes additional training and meets the criteria for progression, the Employee shall progress to that pay point from:

- (a) In the case of in service training, the date the training is completed, or
- (b) In the case of external training, the date on which the evidence of satisfactory completion of the training is submitted to the Employer.

1.5 An Employee may appeal a deferral or refusal under the Dispute Settlement Procedure of this Agreement. Where an appeal results in the revocation of the Employer's decision (either by decision of FWC or the agreement of the parties), Pay Point progression shall be deemed to operate and be payable from the Employee's anniversary date.

Where circumstances have changed such that it is accepted that the Employee satisfies the terms of the next Pay Point (as defined) this sub-clause shall not prevent:

- A review, initiated by either the Employer or Employee (or their nominated representatives, including the ANMF or HSU) of the deferral or refusal; and/or
- The lifting of the deferral or refusal at and operative from such date;

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

1.7 Part time Employees shall progress in accordance with the requirements of full-time Employees.

1.8 **Year of practical experience** - for the purpose of this clause shall mean full-time service following registration as a Enrolled Nurse provided that an Employee who has worked on average less than 24 hours per week or three shifts per week in a year shall be required to work a further twelve months before becoming eligible for advancement to the next Pay Point.

B. Pay Point Progression Criteria

LEVEL 1 (ENROLLED NURSE WITH NOTATION - NO MEDICATION ENDORSEMENT)

EN Trainee means the Level to which an Employee shall be appointed as a Trainee Enrolled Nurse where the Employee is undertaking a Diploma in Nursing.

Level 1.1 is the Allowance rate only and is not used for classification purposes

Level 1.2

Level 1.2 means the Level to which an existing Enrolled Nurse without medication endorsement who was classified at Pay Point 3 to 8 under the classification structure in the previous Agreement shall be translate to at the commencement of this Agreement.

LEVEL 2 (AUTHORISED ENROLLED NURSE - WITHOUT NOTATION - MEDICATION ENDORSED)

Level 2.1

Level 2.1 means the Pay Point to which an Employee who was classified at Pay Point 3 in the previous Agreement shall translate to at the commencement of this Agreement

Point of Entry (Diploma)

Where an Employee has the satisfactorily completed a Diploma of Nursing, the Employee shall be appointed at Level 2.1.

APPENDIX C - LETTER OF APPOINTMENT

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

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

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

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

APPENDIX D – ACCIDENT PAY

Where an entitlement to accident make-up pay arises under this part any reference to the *Workers Compensation Act 1958* shall be deemed to include a reference to the *Accident Compensation Act 1985* and any reference to the *Accident Compensation Act 1985* shall be deemed to include a reference to the *Workers Compensation Act 1958*.

1 Definitions

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

1.1 Accident pay

1.1.1 Total incapacity

In the case of an Employee who is or deemed to be totally incapacitated within the meaning of the *Workers Compensation Act 1958* (hereinafter referred to as the Act) and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(i) of the Act for the week in question and the total 38 hour weekly rate and weekly over award payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he or she had been performing his or her normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

1.1.2 Partial incapacity

In the case of an Employee who is or deemed to be partially incapacitated within the meaning of the *Workers Compensation Act* and arising from an injury covered by this clause means a weekly payment of an amount representing the difference between the total amount of compensation paid under section 9.1(b)(ii) of the Act for the period in question together with the average weekly amount the Employee is earning or is able to earn in some suitable employment or business (as determined expressly or by implication by the Workers Compensation Board or as agreed between the parties) and the total 38 hour weekly rate and weekly over-award payment for a day Employee which would have been payable under this part for the Employee's normal classification of work for the week in question if he had been performing his normal duties provided that such latter rate shall exclude additional remuneration by way of shift premiums, overtime payments, special rates or other similar payments.

1.1.2(a) The total 38 hour weekly award rate and weekly over-award payment abovementioned shall be the same as that applying for a total incapacity provided that where an Employee receives a weekly payment under this section and subsequently such payment is reduced pursuant to section 9.6(1) of the Act such reduction will not increase the liability of the Employer to increase the amount of accident pay in respect of that injury.

For the purposes of the calculation of the total 38 hour weekly award rate and weekly over-award payment in 1.1.1 and 1.1.2 payments made to an Employee arising from a production incentive earnings scheme (whether arising from a payment by results, task or bonus scheme or however titled) shall not be taken into account.

1.1.3 Payment for part of a week

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

1.1.4 Injury shall be given the same meaning and application as applying under the *Workers Compensation Act*, and no injury shall result in the application of accident pay unless an entitlement exists under the Act.

1.1.5 Workers Compensation Act means *Workers Compensation Act 1958*, as amended from time to time, of the State of Victoria.

1.2 Qualification for payment

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

1.2.1 Accident pay shall only be payable to an Employee whilst such Employee remains in the employment of the Employer by whom he or she was employed at the time of the incapacity and then only for such period as he or she receives a weekly payment under the Act. Provided that if an Employee on partial incapacity cannot obtain suitable employment from her/his Employer but such alternative employment is available with another Employer then the relevant amount of accident pay shall be payable.

1.2.1(a) Provided further that in the case of the termination of employment by an Employer of an Employee who is incapacitated and who except for such termination would be entitled to accident pay, accident pay shall continue to apply subject to the provisions of this clause except in those cases where the termination is due to serious and/or wilful misconduct on the part of the Employee.

1.2.1(b) In order to qualify for the continuance of accident pay on termination an Employee shall, if required, provide evidence to his or her Employer of the continuing payment of weekly Employees compensation payments.

1.3 Accident pay shall not apply to any incapacity occurring during the first two weeks of employment unless such incapacity continues beyond the first two weeks and then subject to 1.2 and to the maximum period of payment prescribed elsewhere herein, accident pay shall apply only to the period of incapacity after the first two weeks.

- 1.3.1 Provided that as to industrial diseases contracted by a gradual process or injuries subject to recurrence, aggravation or acceleration as provided in section 3 of the Act such injuries or diseases shall not be subject to accident pay unless the Employee has been employed with the Employer at the time of the incapacity for a minimum period of one month.
- 1.4 Accident pay shall not apply in respect of any injury during the first five normal working days of incapacity.
 - 1.4.1 Provided however that in the case of a Registered Nurse or Mothercraft Nurse who contracts an infectious disease in the course of duty and is entitled to receive workers compensation shall receive accident pay from the first day of the incapacity.
- 1.5 An Employee on engagement may be required to declare all workers compensation claims made in the previous five years and in the event of false or inaccurate information being deliberately and knowingly declared the Employer may require the Employee to forfeit his or her entitlement to accident pay under this clause.
- 1.6 Maximum period of payment

The maximum period or aggregate of periods of accident pay to be made by an Employer shall be a total of 39 weeks for any one injury as defined in 1.1.1.
- 1.7 Absences on other paid leave

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

An Employee upon receiving an injury for which he or she claims to be entitled to receive accident pay shall give notice in writing of the said injury to his or her Employer as soon as reasonably practicable after the occurrence thereof provided that such notice may be given by a representative of the Employee.
- 1.9 Medical examination
 - 1.9.1 In order to receive entitlement to accident pay an Employee shall conform to the requirements of the Act as to medical examination.
 - 1.9.2 Where in accordance with the Act a medical referee gives a certificate as to the condition of the Employee and his or her fitness for work or specifies work for which the Employee is fit and such work is made available by the Employer and refused by the Employee or the Employee fails to commence the work, accident pay shall cease from the date of such refusal or failure to commence the work.
- 1.10 Cessation of weekly payments

Where there is a cessation or redemption of weekly compensation payments under the Act the Employer's liability to pay accident pay shall cease as from the date of such cessation or redemption.

1.11 Civil damage claims

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

1.11.2 Where an Employee obtains a judgement or settlement for damages in respect of an injury for which he or she has received accident pay the Employer's liability to pay accident pay shall cease from the date of such judgement or settlement provided that if the judgement or settlement for damages is not reduced either in whole or part by the amount of accident pay made by the Employer the Employee shall pay to his or her Employer any amount of accident pay already received in respect of that injury by which the judgement or settlement has not been so reduced.

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

1.12 Insurance against liability

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

1.13 Variations in compensation rates

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

1.14 Death of an Employee

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

1.15 Commencement

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

IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2023/4480

Applicant:

Froniditha Care

Section 185 – Application for approval of a single enterprise agreement

Undertaking- Section 190

I, Helen Christo, Executive GM People and Culture for Froniditha Care ("the Employer") give the following undertakings with respect to the *Froniditha Care ANMF and HSU Enterprise Agreement 2023* ("the Agreement"):

1. I have the authority given to me by Froniditha Care to provide this undertaking in relation to the application before the Fair Work Commission.
2. The Employer hereby undertakes that where an employee who is legitimately required by Aboriginal tradition to be absent from work for Aboriginal ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.
3. The Employer hereby undertakes that the Agreement does not apply to Gardeners engaged in any apprenticeship program.
4. These undertakings are provided on the basis of issues raised by the Fair Work Commission in the application before the Fair Work Commission.



Signature

5/12/2023

Date