



# DECISION

*Fair Work Act 2009*

s.185 - Application for approval of a single-enterprise agreement

**RSL Care RDNS Limited Trading AS Bolton Clarke**  
(AG2025/2234)

## **BOLTON CLARKE (NEW SOUTH WALES) ENTERPRISE AGREEMENT 2025**

Aged care industry

DEPUTY PRESIDENT SLEVIN

SYDNEY, 29 JULY 2025

*Application for approval of the Bolton Clarke (New South Wales) Enterprise Agreement 2025*

[1] An application has been made by RSL Care RDNS Limited (**Applicant**) for approval of an enterprise agreement known as the *Bolton Clarke (New South Wales) Enterprise Agreement 2025* (**Agreement**). The Application is made pursuant to s. 185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement. The Commission must approve the Agreement if the requirements in ss. 186 and 187 of the Act are met.

[2] Sections 186(2)(d) requires the Commission to be satisfied the Agreement passes the better off overall test (BOOT). The test is found in s.193 of the Act and it is to be applied in accordance with s. 193A.

[3] Issues were raised with the Applicant as to whether the Agreement passed the BOOT. In response, the Applicant has provided undertakings.

[4] A copy of the undertakings is attached (Annexure A). In accordance with s. 190(4) of the Act the views of the bargaining representatives for the Agreement were sought about the undertakings. No objection was raised. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and will not result in substantial changes to the Agreement.

[5] Having regard to the undertakings and the material contained in the application and filed in relation to it, I am satisfied that each of the requirements of ss. 186 and 187 are met.

[6] The Health Services Union (HSU) and Australian Nursing and Midwifery Federation (ANMF) were bargaining representatives for the Agreement and have given notice under s. 183 of the Act that they want the Agreement to cover them. In accordance with s. 201(2) of the Act, I note the Agreement covers the HSU and ANMF.

[7] The Agreement was approved on 29 July 2025 and will operate from 12 August 2025 being 14 days following its approval as specified in Clause 1.2(a) of the Agreement and in accordance with s.54(1)(b) of the Act. The nominal expiry date of the Agreement is 12 August 2028



DEPUTY PRESIDENT

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## ANNEXURE A

IN THE FAIR WORK COMMISSION

FWC Matter No.:  
AG2025/2234

Applicant:  
RSL Care RDNS Limited ACN 010 488 454 (trading as Bolton Clarke)

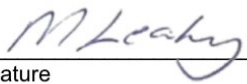
Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Mel Leahy, Chief People Officer have the authority given to me by Bolton Clarke to give the following undertakings with respect to the *Bolton Clarke (New South Wales) Enterprise Agreement 2025* ("the Agreement"):

1. A trainee employed in accordance with clause 5.10 a) of the Agreement will be paid at the lowest rate provided by the Agreement for the relevant classification stream for the period of their traineeship.
2. Apprentices will not be employed under the Agreement; the single reference to 'apprentice' in clause 1.6 (Definitions) will be disregarded and will only apply to 'trainee'.
3. The minimum period of engagement (clause 4.2 a)) for full-time employees will be 4 hours.
4. The overtime meal allowance (clause 5.5 f)) for Year 1 of the Agreement will be applied as \$16.62 per occasion.
5. The broken shift allowance (clause 4.10 j)) for Year 1 of the Agreement will be applied as \$20.82 for a broken shift with one unpaid break, and \$27.56 for a broken shift with two unpaid breaks

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

  
\_\_\_\_\_  
Signature

28/07/2025  
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.

# Bolton Clarke (New South Wales)

## Enterprise Agreement 2025

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.

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## Part 1 – OPERATION OF AGREEMENT

### 1.1 TITLE

- a) This Agreement will be known as the *Bolton Clarke (New South Wales) Enterprise Agreement 2025* (the/this Agreement). For employees covered by this Agreement, the Agreement replaces the:
  - i) RSL Care Enterprise Agreement 2015 (RSL EA);
  - ii) Allity Enterprise Agreement (New South Wales) 2018 (Allity EA); and
  - iii) Modern Awards.

### 1.2 DURATION OF AGREEMENT

- a) This Agreement will commence operation 14 days after the date it is approved by the Fair Work Commission and it will nominally expire on a date three years later.
- b) Clause **5.1 Rates of Pay a) to c)** do not take effect until the first full pay period on or after the Agreement operative date (and all other pay-related terms in this Agreement will also apply from the first full pay period on or after the Agreement operative date).

### 1.3 COVERAGE / APPLICATION

- a) This Agreement covers:
  - i) RSL Care RDNS Limited ACN 010 488 454 (trading as Bolton Clarke); and,
  - ii) employees (other than 'excluded employees') of Bolton Clarke employed in the classifications set out in the Classification Structure at **Schedule 3 Classification Descriptors** of this Agreement who work in the State of New South Wales and who are engaged in the following:
    - 1) Home and Community Support (HCS) and associated customer service centre(s) and associated administrative functions directly relating to HCS service delivery;  
or
    - 2) Residential Aged Care (RAC) Homes (hereafter referred to as 'home(s)') or support/service functions directly relating to service delivery within Bolton Clarke homes; or

- 3) Retirement Living (RL) facilities and associated administrative functions within RL facilities owned or operated by Bolton Clarke;
  - iii) the Health Services Union - New South Wales Branch (ABN 93 728 534 595); and
  - iv) the Australian Nursing and Midwifery Federation - NSW Branch (ABN 85 726 054 782).
- b) The following employees are excluded employees:
- i) the 'General Manager or Assistant General Manager', however titled from time to time, of any Bolton Clarke Residential Aged Care home;
  - ii) the 'Sales Manager', however titled from time to time, for any Bolton Clarke Residential Aged Care Home or Retirement Living facility;
  - iii) the 'Manager or Assistant Manager' however titled from time to time, of a Retirement Living Village;
  - iv) an 'Operations Manager' however titled from time to time, employed in Home and Community Support;
  - v) an 'Operations Manager' or 'Clinical Operations Manager' however titled from time to time, employed in a Residential Aged Care home;
  - vi) all employees who are engaged to work principally within Corporate Services, the part of the business that provides corporate support services, no matter the location(s) where they perform that work; and
  - vii) any employee not otherwise covered by a Modern Award.

#### **1.4 EFFECT OF THE AGREEMENT**

This Agreement operates to the exclusion of all Modern Awards. The Agreement will be read and interpreted subject to the National Employment Standards (NES) as contained in Part 2-2 of the *Fair Work Act 2009* (Cth) (the Act). 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.

#### **1.5 ACCESS TO THE AGREEMENT**

The employer will ensure all employees to whom this agreement applies have access to this Agreement in hard copy in the workplace and through accessible electronic means.

## 1.6 DEFINITIONS

In this Agreement and where otherwise unclear:

- a) **'Act'** means the *Fair Work Act 2009* (Cth).
- b) **'Apprentice' and 'Trainee'** means an employee who is bound by a contract of training registered with the appropriate State or Territory training authority.
- c) **'Bolton Clarke'** means RSL Care RDNS Limited ACN 010 488 454 (trading as Bolton Clarke).
- d) **'Casual rate of pay'** means the minimum hourly rate applicable to an employee's classification and pay point, including a loading of 25% of the minimum hourly rate applicable to their classification and pay point.
- e) **'Continuous service'** has the meaning as given in Section 22 of the Act.
- f) **'Customer'** means any of the following:
  - i) current or potential clients;
  - ii) current or potential residents;
  - iii) family, friends or representatives of the above where relevant to the care of or services to the above.
- g) **'Chronic condition'** is a medical condition lasting six months or more which requires ongoing medical attention and/or limits the duties an employee can perform.
- h) **'Employee'** means national system employee within the meaning of the Act.
- i) **'Employer'** means Bolton Clarke.
- j) **'Excursion'** means where an employee and the employer agree for the employee to accompany a customer on an excursion away from their normal place of residence, for a period in excess of 24 hours. During the excursion the employee shall be responsible for one or more activities of daily living duties and support services for the customer.
- k) **'Family and domestic violence'** is abusive and/or violent behaviour used by one person to control and dominate another person within a domestic relationship and may include physical, sexual, financial, verbal or emotional abuse.

Domestic violence may also include one person in a domestic relationship asking or getting someone else to injure, intimidate, harass or threaten the other person, or damage the other person's property.

A domestic relationship includes an immediate family member, or a person who has been or is in a continuing social relationship of a romantic or intimate nature with the victim, a person who is or has continually or at regular intervals lived in the same household as the victim, or a person related to the employee according to Aboriginal or Torres Strait Islander kinship rule.

- l) **‘Home and Community Support’ (HCS)** means services provided to customers in their own homes and in the community which includes but is not limited to personal care and services, support services, transport, domestic assistance, and clinical care.
- m) **‘Immediate family’** of a person means:
  - i) a spouse or former spouse, de facto partner or former de facto partner, child, parent, grandparent, grandchild or sibling of the person; and
  - ii) a child, parent, grandparent, grandchild or sibling of a spouse or de facto partner of the person; and
  - iii) a foster child or a child placed permanently with the Employee or the Employee’s spouse or de facto partner through a permanent care order made by a court and the parents of that child.
- n) **‘Immediate household’** means persons who normally reside in the same household as the employee.
- o) **‘NES’** means National Employment Standards as contained within the Act.
- p) **‘NMBA’** means Nursing and Midwifery Board of Australia.
- q) **‘Operative date’** is the date the Agreement will commence operation, as defined in clause **1.2 Duration of Agreement**.
- r) **‘Ordinary rate of pay’** means the rate of pay applicable to the employee’s classification set out in **Schedule 1 Wage Rates**. The ordinary rate of pay includes full compensation for allowances, not separately provided for in this Agreement and for casual employees includes the casual rate as provided by the definition of the casual rate of pay in clause **1.6 Definitions**, unless otherwise stated.

- s) **‘Permissible occasion’** has the meaning in the Act.
- t) **‘Public holidays’** are as specified in the NES and the *Public Holidays Act 2010 (NSW)*.
- u) **‘Redundancy’** takes its meaning from the NES.
- v) **‘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 or other legislation which is required for professional practice.
- w) **‘Residential Aged Care’ (RAC)** means residential premises owned or operated by the employer for the purposes of supervised accommodation where the use includes medical and other support facilities for residents who cannot live independently and require regular nursing or personal care.
- x) **‘Residential Aged Care Employee’** means a Care, Administration, Hospitality, Lifestyle or Maintenance Stream (other than a Nursing or Allied Health Stream) employee who is principally employed to work in a Residential Aged Care facility.
- y) **‘Retirement Living’ (RL)** means residential use of premises owned or operated by the employer for an integrated community and specifically built and designed for older people. The use includes independent living units and may include serviced units where residents require some support with health care and daily living needs.
- z) **‘Shiftworker’** is an employee who is regularly rostered to work their ordinary hours outside the ordinary hours of work of a day worker, as described in **clause 4.1 Ordinary Hours of Work**. A shiftworker, for the purposes of an additional week of annual leave, is as defined further in clause **6.3 Annual Leave**.
- aa) **‘Sleepover’** means when an employer requires an employee to sleep overnight at premises where the client for whom the employee is responsible is located (including respite care) and is not a 24-hour care shift pursuant to clause **3.5 24 Hour Care** or an excursion pursuant to clause **3.4 Excursions**.
- bb) **‘Union’** means the Australian Nursing and Midwifery Federation – NSW Branch (ANMF) and/or the Health Services Union New South Wales Branch (HSU).

## 1.7 CONSULTATION

The model consultation term (as provided by Fair Work Regulation 2.09) shall be read and applied as a term of this Agreement:

- a) The term applies if the employer:
  - i) 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 to which this Agreement applies; or
  - ii) proposes to introduce a change to the regular roster or ordinary hours of work of employees.
- b) For a major change referred to in clause **1.7 Consultation a) i)**:
  - i) the employer must notify the relevant employees and unions of the decision to introduce the major change; and
  - ii) clauses **1.7 Consultation c) to i)** apply.
- c) The relevant employee or employees may advise the employer that a person or employee organisation is their representative for the purposes of the procedures in this clause in relation to a major workplace change. If:
  - i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii) the employee or employees advise the employer of the identity of the representative; the employer must recognise the representative.
- d) As soon as practicable after making its decision, the employer must:
  - i) consult with the relevant employees and their representatives (if any), including by discussing with them:
    - 1) the introduction of the change; and
    - 2) the effect the change is likely to have on the employees; and
    - 3) measures the employer is taking to avoid or reduce any adverse effect of the change on the employees; and

- ii) for the purposes of the consultation—provide, in writing, to the relevant employees and their representatives (if any):
  - 1) all relevant information about the change including the nature of the change proposed; and
  - 2) the reasons or justification for the change; and
  - 3) information about the expected effects of the change on the employees; and
  - 4) any other matters likely to affect the employees.
- e) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or their representatives (if any).
- f) The employer must give prompt and genuine consideration to matters raised about the major change by the relevant employees and their representatives (if any).
- g) The employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matters raised about the workplace change by the relevant employees and their representatives (if any).
- h) If a term in this Agreement provides for the introduction of a major workplace change in relation to the enterprise of the employer, the requirements to consult contained in clause **1.7 Consultation c) to g)** are taken not to apply.
- i) In this term, a major change is *likely to have a significant effect on employees* if it results in:
  - (i) the termination of the employment of employees; or
  - (ii) major change to the composition, operation or size of the employer’s workforce or to the skills required of employees; or
  - (iii) the loss of, or reduction in job opportunities (including opportunities for promotion or tenure or job security); or
  - (iv) the alteration of hours of work; or
  - (v) the need to retrain employees; or
  - (vi) the need to relocate employees to another workplace or locations; or
  - (vii) the restructuring of jobs.

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

- j) For a change referred to in clause **1.7 Consultation a) ii)**:
  - i) the employer must notify the relevant employees and unions in writing of the proposed change; and
  - ii) clause **1.7 Consultation (k) to (o)** apply.
- k) The relevant employees may appoint a representative for the purposes of the procedures in this term.
- l) If:
  - i) a relevant employee appoints, or relevant employees appoint, a representative for the purposes of consultation; and
  - ii) the employee or employees advise the employer of the identity of the representative, the employer must recognise the representative.
  - iii) As soon as practicable after proposing to introduce the change, the employer must:
    - 1) consult with the relevant employees the introduction of the change, including discussing the change with them; and
    - 2) for the purposes of the consultation, provide to the relevant employees and unions:
      - a) all relevant information about the change, including the nature and expected duration of the change; and
      - b) information about what the employer reasonably believes will be the effects of the change on the employees (including any effect on the employee's remuneration); and
      - c) information about any other matters that the employer reasonably believes are likely to affect the employees; and
    - 3) invite the relevant employees and unions to give their views about the impact of the change (including any impact in relation to their family or caring responsibilities).
- m) However, the employer is not required to disclose confidential or commercially sensitive information to the relevant employees or unions.

- n) The employer must give prompt and genuine consideration to matters raised about the change by the relevant employees or unions.
- o) The employer will take reasonable steps to communicate the outcome of the consultation process including the consideration that was given to matter raised about the change to the regular roster or ordinary hours of work of employees by the relevant employees and their unions.
- p) In this term, '**relevant employees**' means the employees who may be affected by a change referred to in clause **1.7 Consultation a)**.

## 1.8 DISPUTE RESOLUTION

- a) The model term about dealing with disputes (as provided by Fair Work Regulation 6.01) shall be read and applied as a term of this Agreement if a dispute relates to:
  - i) a matter arising under this Agreement; or
  - ii) the National Employment Standards; and
 sets out procedures to settle the dispute.
- b) The parties to a dispute referred to in this procedure may include:
  - i) an employee or employees covered by the Agreement who are, or will be, affected by the dispute;
  - ii) the employer;
  - iii) an employee organisation who:
    - 1) has a member who it is entitled to represent and who is an employee referred to in i); or
    - 2) is covered by the Agreement and entitled to the benefit of, or has a role or responsibility with respect to, the matter in dispute.
- c) An employee who is a party to the dispute may appoint a representative for the purposes of the procedures in this term.
- d) In the first instance, the parties to the dispute must try to resolve the dispute at the workplace level, by discussions between the relevant employee or employees, relevant supervisors and/or management and any relevant employee organisation.

- e) If discussions at the workplace level do not resolve the dispute, a party to the dispute may refer the matter to Fair Work Commission.
- f) The Fair Work Commission may deal with a dispute referred to it under clause **1.8 Dispute Resolution e)** even if the requirement for discussion in clause **1.8 Dispute Resolution d)** has not been complied with if the Fair Work Commission is satisfied that it is appropriate in all the circumstances to do so.
- g) The Fair Work Commission may deal with the dispute in two stages:
  - i) the Fair Work Commission will first attempt to resolve the dispute in such a manner as it considers appropriate, including by mediation, conciliation, expressing an opinion or making a recommendation; and
  - ii) if the Fair Work Commission is unable to resolve the dispute at the first stage, the Fair Work Commission may then:
    - 1) arbitrate the dispute; and
    - 2) make a determination that is binding on the parties.
- h) If the Fair Work Commission arbitrates the dispute:
  - i) it may also use the powers that are available to it under the Act, including but not limited to, the power to grant interim relief; and
  - ii) a decision that Fair Work Commission makes when arbitrating a dispute is a decision for the purpose of Div 3 of Part 5-1 of the Act and a person aggrieved by the decision may seek to appeal the decision as provided for in the Act.
- i) Subject to any order made by the Fair Work Commission under clause **1.8 Dispute Resolution h) i)**, while the parties are trying to resolve the dispute using the procedures in this term:
  - i) an employee must continue to perform their work as the employee normally would and in accordance with the circumstances or arrangements that existed prior to the dispute unless the employee has a reasonable concern about an imminent risk to their health or safety if they continued to perform their work in accordance with those circumstances or arrangements; and
  - ii) an employee must comply with a direction given by the employer to perform other available work at the same workplace, or at another workplace, unless:

- 1) the work is not safe; or
  - 2) applicable occupational health and safety legislation would not permit the work to be performed; or
  - 3) the work is not appropriate for the employee to perform; or
  - 4) there are other reasonable grounds for the employee to refuse to comply with the direction.
- j) The parties to the dispute agree to be bound by a decision made by Fair Work Commission in accordance with this term.

## **1.9 AGREEMENT FLEXIBILITY**

The model flexibility term (as provided by Fair Work Regulation 2.08) shall be read and applied as a term of this Agreement:

- a) The employer and employees covered by this Agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
- i) the agreement deals with one or more of the following matters:
    - 1) arrangements about when work is performed;
    - 2) overtime rates;
    - 3) penalty rates;
    - 4) allowances;
    - 5) leave loading; and
  - ii) the arrangement meets the genuine needs of the employer and employee in relation to one or more of the matters mentioned in clause **1.9 Agreement Flexibility a) i)**; and
  - iii) the arrangement is genuinely agreed to by the employer and employee, without coercion or duress.

- b) An individual flexibility arrangement may only be made after the individual employee has commenced employment with the employer.
- c) An employer who wishes to initiate the making of an individual flexibility arrangement must:
  - i) give the employee a written proposal; and
  - ii) if the employer is aware that the employee has, or should reasonably be aware that the employee may have, limited understanding of written English, take reasonable steps to ensure that the employee understands the proposal.
- d) If the employer proposes to enter into an individual flexibility arrangement with an employee, the employer must meet with the employee to discuss the proposal prior to entering the individual flexibility arrangement if the employee requests such a meeting.
- e) The employer must ensure that the terms of the individual flexibility arrangement:
  - i) are about permitted matters under section 172 of the Act; and
  - ii) are not unlawful terms under section 194 of the Act; and
  - iii) result in the employee being better off overall than the employee would have been if no individual flexibility arrangement was made.
- f) The employer must ensure that the individual flexibility arrangement:
  - i) is in writing; and
  - ii) includes the name of the employer and employee; and
  - iii) is signed by the employer and employee and, if the employee is under 18 years of age, is signed by a parent or guardian of the employee; and
  - iv) includes details of:
    - 1) the terms of the Agreement that will be varied by the arrangement; and
    - 2) how the arrangement will vary the effect of the terms; and
    - 3) how the employee will be better off overall in relation to the terms and conditions of their employment as a result of the arrangement; and
    - 4) states the day on which the arrangement commences; and
    - 5) describes how the individual flexibility arrangement can be terminated.

- g) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.
- h) The employer or employee may terminate the individual flexibility arrangement:
  - i) by the employer or employee giving 28 days written notice to the other party to the arrangement; or
  - ii) if the employer and employee agree in writing – at any time.
- i) An individual flexibility arrangement terminated in accordance with clause **1.9 Agreement Flexibility h) ii)** ceases to have effect at the end of the period of notice required under that clause.
- j) The employer or employee may use the dispute settlement procedure in clause **1.8 Dispute Resolution** to deal with disputes that may arise concerning the matters dealt with in the individual flexibility arrangement.

#### **1.10 WORKLOAD MANAGEMENT**

- a) The parties to this Agreement acknowledge that employees and the employer have a responsibility to maintain a balanced workload and each party recognises the adverse effects of excessive workloads.
- b) The parties further agree and acknowledge that employees and the employer should ensure that as changes or new processes are adopted, reasonable endeavour is made to achieve a balanced workload for all employees.
- c) In order to address workload concerns, the following process should be implemented:
  - (i) An employee who has a concern regarding their current workload should identify the workload concern and in the first instance raise it with their immediate Supervisor/Manager.
  - (ii) Should the matter remain unresolved the employee should put their workload concern in writing to the next level manager. As part of their submission, the employee should provide relevant details regarding the excessive workload, identifying information that may be relevant and advising what actions have been undertaken to date to resolve the matter.
  - (iii) At each stage a response should be provided to the employee within five business days where possible.

- (iv) If the matter remains unresolved the matter can be escalated to the employer for review.
- d) Workload management will be an agenda item at team meetings which are recommended to be held quarterly. Items raised in relation to workloads will be recorded in the minutes of the meeting as well as the actions to be taken to resolve any workload issue(s).
- e) If, after following the procedure in this clause an issue remains unresolved, the matter may be referred to the Fair Work Commission in accordance with clause **1.8 Dispute Resolution**. Arbitration of workload management issues by the Fair Work Commission is limited to the process and matters contained within this clause **1.10 Workload Management** or clause **1.13 Staffing Levels and Skills Mix** and does not include arbitration regarding mandatory staffing to customer ratios.

#### **1.11 FLEXIBLE WORK ARRANGEMENTS**

- a) The NES provides employees with an entitlement to request a flexible working arrangement.
- b) An employee who has worked for the employer for at least 12 months can request flexible working arrangements if they:
  - i) are the parent, or have responsibility for the care, of a child who is school aged or younger;
  - ii) are a carer (under the *Carer Recognition Act 2010* (Cth));
  - iii) have a disability;
  - iv) are 55 years of age or older;
  - v) are pregnant;
  - vi) are experiencing family and domestic violence; or
  - vii) provide care or support to a member of their household or immediate family who requires care or support because the member is experiencing family and domestic violence.
- c) A casual employee can make a request for flexible working arrangements if they meet any of the above criteria (for example they have a disability, are a carer, etc.) and they have been working with the employer for at least 12 months on a regular and systematic basis

and have a reasonable expectation that they will continue working for the employer on a regular and systematic basis.

- d) The request for flexible working arrangements must:
  - i) be in writing; and
  - ii) set out details of the change sought and of the reasons for the change.
- e) The employer must give the employee a written response to the request for flexible working arrangements within 21 days from receipt of the request, stating whether the employer grants or refuses the request. If the request is refused, the written response must include details of the reasons for the refusal.
- f) Further details of flexible working arrangement requests, including the process for considering and responding to a flexible working arrangement request or if a different change in working arrangement is agreed, will be in accordance with the NES.
- g) A dispute relating to a refusal by the employer to a flexible working arrangement request made by an employee or a failure by the employer to provide a written response within 21 days of the employee making the request, will be handled in accordance with clause **1.8 Dispute Resolution**.

#### **1.12 TRANSFER BETWEEN EMPLOYER LOCATIONS AND SERVICES**

- a) This clause **1.12 Transfer Between Employer Locations and Services** does not apply to casual employees.
- b) An employee may apply to transfer their place of employment between one of the employer's homes/areas (the old location) and another of the employer's homes/areas (the new location).
- c) Approval of the transfer is at the discretion of the General Manager or Operations Manager at the new location and is dependent upon there being a position available, the particular skill sets required, and consideration of any outstanding disciplinary and performance concerns with the employee. There is no guarantee that an equivalent position will be available.
- d) Provided the transfer is approved, an employee may take an unpaid break of up to two weeks between their final date of work at the old location and their first date of work in

the new location without it affecting the transfer of their entitlements. Unless an employee has access to and applies to take accrued leave such break will be unpaid.

### **1.13 STAFFING LEVELS AND SKILLS MIX**

- a) This clause **1.13 Staffing Levels and Skills Mix b) to i)** only applies to Residential Aged Care facilities.
- b) Subject to resident needs and financial constraints in the context of the Residential Aged Care funding environment:
  - i) staffing levels and skills mix are driven by the need to achieve optimal health and quality of life outcomes for residents;
  - ii) the employer takes into consideration the needs of each resident's physical, social and psychological wellbeing subject to financial constraints; and
  - iii) acknowledging that resident needs can change over time, the employer aims to evaluate these changing needs against the staffing levels and skills mix needed to maintain the best experience for the resident.
- c) Where possible, any absences in the published roster will be replaced by an employee at the same classification.
- d) The employer will appoint a Registered Nurse at no less than one full-time equivalent per residential care facility, as the Care Manager or however titled, to be responsible for overseeing clinical management at each home.
- e) If the employee appointed in clause **1.13 Staffing Levels and Skills Mix d)** is absent for more than three days, the employer will appoint a person to act in that capacity.
- f) The employer must roster at least one Registered Nurse to be on duty 24 hours a day, seven days a week, other than when an absence is in circumstances beyond the employer's control.
- g) Where the Care Manager is not rostered to work, the employer will appoint one Registered Nurse only as the In Charge Registered Nurse to be responsible for overseeing the clinical management at the home. The appointed In Charge Registered Nurse will be paid the appropriate in charge allowance, in accordance with clause **5.5 Allowances b)**.
- h) The employer is committed to ensuring that staffing levels are appropriate, thus ensuring the delivery of quality resident care and keeping within the aged care accreditation standards which take into account the level of care appropriate for the assessed needs of the resident, and the mandated Care Minutes. As part of this commitment, the employer will update employees on Care Minute outcomes and consult with employees to identify and address challenges.

- i) In order to address any employee concerns regarding staffing levels and skills mix, the process prescribed in clause **1.10 Workload Management c)** will apply.

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## Part 2 – EMPLOYMENT CATEGORIES

Employees may be employed under the employment categories identified in this Part. An employee's employment type will be set out in their employment contract, as varied from time to time.

### 2.1 FULL-TIME EMPLOYMENT

- a) A full-time employee's ordinary hours of work will be 76 hours per fortnight, averaged over the two weeks of the fortnightly pay period.

### 2.2 PART-TIME EMPLOYMENT

- a) A part-time employee is an employee engaged to work less than 76 hours per fortnight and who has reasonably predictable hours of work over the roster cycle.
- b) At the time of engagement, the employer and the employee will agree in writing on the number of guaranteed ordinary hours to be worked per fortnight, and the initial regular pattern of work including the days of the week the employee will work and the starting and finishing times each day.
- c) The agreed number of guaranteed ordinary hours per fortnight may only be amended by mutual agreement. Any such agreed amendment to the number of fortnightly hours of work will be recorded in writing.
- d) Hours worked in excess of a part time employee's guaranteed ordinary hours per fortnight will be overtime hours. However a part-time employee may, by mutual agreement, be offered and accept additional hours of work to be paid at ordinary rates of pay, provided that the additional hours worked shall be taken into account in the pro-rata calculation of entitlements (e.g. leave accruals and superannuation), and the calculation of overtime in accordance with clause **4.6 Overtime**.
- e) There is no obligation for a part-time employee to agree or accept additional hours of work to be paid at ordinary rates of pay, and a part-time employee will not be adversely affected if they do not agree to vary their part-time ordinary hours of work. For the avoidance of doubt, a part-time employee is not adversely affected if the employer provides additional

hours to another part-time employee who is entitled to be paid at ordinary rates of pay for those hours.

- f) For the avoidance of doubt, if the employer directs a part-time employee to work hours that are in excess of the part-time employee's guaranteed ordinary hours per fortnight, the additional hours worked will be overtime hours.

## **2.3 FIXED, TEMPORARY AND MAXIMUM TERM EMPLOYMENT**

- a) Fixed, temporary and maximum term employment arrangements will be subject to the provisions of the Act and NES.
- b) Fixed, temporary or maximum term employment is an employment category with a term ending the employment of an employee on a fixed date.
- c) Fixed, temporary or maximum term employment will only be used for genuine temporary or fixed term arrangements.
- d) Genuine fixed, temporary or maximum term arrangements include, but are not limited to, employment in graduate nurse positions, replacement of employees on parental leave, long term absences due to workplace injury/illness, parental leave or long service leave, employment in special projects, refresher courses, and supervised practice for re-registration and postgraduate training.
- e) The terms of this Agreement will apply to fixed, temporary and maximum term employees when relevant.

## **2.4 REVIEW OF GUARANTEED HOURS**

- a) If requested by a part-time employee, the employer will provide the employee with a statement that includes the number of hours worked each fortnight in the preceding year and the total number of hours for the preceding year.
- b) Where a part-time employee has regularly worked more than their guaranteed hours for at least 12 months, the employee may request in writing that the employer vary the agreement made under clause **2.2 Part-Time Employment b)** to increase their guaranteed hours.
- c) The employer must respond in writing to the employee's request within 21 days.
- d) The employer may refuse the request only on reasonable business grounds.

- e) Before refusing a request made under clause **2.4 Review of Guaranteed Hours a)**, the employer must discuss the request with the employee and genuinely try to reach agreement on an increase to the employee's guaranteed hours that will give the employee more predictable hours of work and reasonably accommodate the employee's circumstances.
- f) If the employer and employee agree to vary the agreement made under clause **2.2 Part-Time Employment b)**, the employer's written response must record the agreed variation.
- g) Where the employer offers the employee additional guaranteed hours, additional guaranteed hours are driven by operational requirements of the business and the employer must consult with the employee as to the employee's availability to take on the additional permanent hours.
- h) If the employer and employee do not reach agreement, the employer's written response must set out the grounds on which the employer has refused the employee's request.
- i) This clause **2.4 Review of Guaranteed Hours** is intended to operate in conjunction with clause **2.2 Part-Time Employment** and does not prevent an employee and the employer from agreeing to vary the agreement made under clause **2.2 Part-Time Employment b)** in other circumstances.
- j) An employee cannot make a request for a review of their guaranteed hours when:
  - i) The employee has refused a previous offer to increase their guaranteed hours in the last six months; or
  - ii) The employer refused a request from the employee to increase their guaranteed hours based on reasonable business grounds in the last six months.
- k) The employer shall provide employees with an annual alert to the entitlements under this clause **2.4 Review of Guaranteed Hours**.

## 2.5 CASUAL EMPLOYMENT

- a) A casual employee is defined at section 15A of the Act. That definition requires that the employee has been offered, and they have accepted a job offer from the employer under a contract with no firm advance commitment to ongoing work, and no agreed pattern of work. In determining whether, at the time the job offer is made, the employer makes no firm advance commitment to continuing and indefinite work according to an agreed

pattern of work, regard must be had to those considerations identified within section 15A of the Act.

- b) Subject to the casual conversion arrangements in clause **2.6 Casual Conversion** of this Agreement, once employed as a casual, an employee will continue to be a casual employee until their employment status changes either through a conversion to permanent employment in accordance with clause **2.6 Casual Conversion** or they accept an alternative employment offer (other than as a casual employee) and start working on that basis.
- c) A casual employee will be employed by the hour and is paid a casual loading of 25% in lieu of a notice period and paid leave entitlements.

## **2.6 CASUAL CONVERSION**

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES. Such requests can be made after six months of employment.

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# **Part 3 – ROSTERING**

## **3.1 ROSTERING ARRANGEMENTS**

- a) The hours of work of each employee will be displayed on a 14-day roster available to employees at least 14 days before the commencement of the roster period (the fortnight) begins.
- b) Rostering arrangements and changes to rosters may be communicated by telephone, direct contact, mail, email, or any other electronic means such as rosters and shift bidding applications.
- c) Where employees do not have access to their rosters electronically, the employee's roster will be posted on a notice board.
- d) The employer is not required to display the ordinary hours of work of casual or relief staff on a roster.
- e) Except to accommodate a particular rosters request by the employee, an employee will be rostered free from duty on at least four full days per fortnight, with at least two sets of two consecutive days off wherever possible.

- f) An employee will not be required to work ordinary shifts on more than six consecutive days without having at least 24 consecutive hours off duty.

### 3.2 CHANGE IN ROSTER

- a) Seven days' notice will be given of a change in a roster.
- b) However, a roster may be changed at any time:
  - i) if the change is proposed by an employee to accommodate an agreed shift swap with another employee, subject to the agreement of the employer; or
  - ii) to enable the service of the organisation to be carried on where another employee is absent from duty on account of illness or because of an unexpected emergency.
- c) This clause **3.2 Change in Roster** will not apply where the only change to the roster of a part-time employee is mutually agreed additional hours. (Note: A part-time employee must still have four rostered days off in that fortnight, with 2 consecutive days where possible.)
- d) This clause **3.2 Change in Roster** does not apply to changes in the hours of casual employees, where rostered.

### 3.3 CLIENT CANCELLATION

- a) This clause **3.3 Client Cancellation** applies to Care Stream employees working in Home and Community Support.
- b) A client cancellation is where a client cancels a scheduled service within seven days of the scheduled service and includes where a client reschedules a scheduled service.
- c) Where a service is cancelled by a client, the employer may direct the employee to perform other work during those hours in which they were rostered.
- d) Where this clause **3.3 Client Cancellation** applies, the employee will be paid the amount payable had the employee performed the cancelled service or the amount payable in respect of the work actually performed, whichever is the greater.
- e) This clause **3.3 Client Cancellation** is intended to operate in conjunction with clause **3.2 Change in Roster** and does not prevent the employer from changing a roster under clause **3.1 Change in Roster b) or c).**

### 3.4 EXCURSIONS

- a) This clause **3.4 Excursions** only applies to Home and Community Support Care Stream employees.
- b) Where an employee agrees to supervise clients in excursion activities involving overnight stays from home, the following provisions will apply:
- c) Monday to Friday excursions:
  - i) Payment at the ordinary rate of pay for time worked between the hours of 8.00am and 6.00pm Monday to Friday up to a maximum of 10 hours per day.
  - ii) Payment of sleepover allowance in accordance with the provision of clause **3.6 Sleepover Arrangements**.
- d) Weekend excursions:
  - i) Where an employee involved in overnight excursion activities is required to work on a Saturday and/or Sunday, the days worked in the two-week cycle, including that weekend, will not exceed 10 days.

### 3.5 24 HOUR CARE

- a) This clause **3.5 24 Hour Care** only applies to Home and Community Support Care Stream employees.
- b) A 24-hour care shift requires an employee to be available for duty in a client's home for a 24-hour period. During this period, the employee is required to provide the client with the services specified in the client's care plan. The employee is required to provide a total of no more than eight hours of care during this period.
- c) The employer may only require an employee to work a 24-hour care shift by agreement.
- d) The employee will be afforded the opportunity to sleep for a continuous period of eight hours during a 24-hour care shift and the employee will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist), and free board and lodging for each night when the employee sleeps over.
- e) The employee will be paid eight hours' work at 155% of their ordinary hourly rate for each 24-hour period.

- f) If the employee is required to perform more than eight hours' work during a 24-hour care shift, that work shall be treated as overtime and paid at the rate of time and a half for the first two hours and double time thereafter, except on Sundays when overtime will be paid for at the rate of double time, and on public holidays at the rate of double time and a half.
- g) An employee may refuse to work more than eight hours' work during a 24-hour care shift in circumstances where the requirement to work those additional hours is unreasonable.

### 3.6 SLEEPOVER ARRANGEMENTS

- a) This clause **3.6 Sleepover Arrangements** only applies to Home and Community Support Care Stream employees and for the abundance of clarity does not apply to employees working in Residential Aged Care.
- b) Where the employer and employee agree for the employee to sleepover, the following provisions apply.
- c) The span for a sleepover will be a continuous period of eight hours. Employees will be provided with a separate room with a bed and clean linen, the use of appropriate facilities (including access to food preparation facilities and staff facilities where these exist), and free board and lodging for each night when the employee sleeps over.
- d) The employee will be entitled to a sleepover allowance in accordance with **Schedule 2 Allowances** for each night on which they sleepover.
- e) In the event of the employee on sleepover being required to perform work during the sleepover period, the employee will be paid for the time worked at the prescribed overtime rate with a minimum payment as for one hour worked.
- f) The employer may roster an employee to perform work immediately before and/or immediately after the sleepover period but must roster the employee or pay the employee for at least four hours' work for at least one of these periods of work.
- g) Time during a sleepover period counts towards the break between shifts in clause **4.5 Break Between Rostered Work**.
- h) Notwithstanding the provisions of subclause **4.5 Break Between Rostered Work**, by agreement between the employee and the employer, the break between:
  - (i) the end of a shift and the commencement of a shift contiguous with the start of a sleepover; or

- (ii) a shift commencing after the end of a shift contiguous with a sleepover,  
may not be less than eight hours.

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## Part 4 – HOURS OF WORK & OVERTIME

### 4.1 ORDINARY HOURS OF WORK

- a) The ordinary hours of work for a full-time employee shall be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight.
- b) The span of ordinary hours for a day worker shall be between 6:00am and 6:00pm, Monday to Friday.
- c) Ordinary hours for employees other than employees who work Monday to Friday in accordance with clause **4.1 Ordinary Hours of Work b)** may be rostered at any time subject to clause **2.2 Part-Time Employment** and **Part 3 Rostering** and the shift, weekend and public holiday penalty rates provided for in this Agreement.
- d) Ordinary hours of work for all employees shall not exceed 10 hours per shift, exclusive of meal breaks.

### 4.2 MINIMUM ENGAGEMENTS

- a) The minimum periods of engagement for employees under this Agreement are as follows:

Employment Category	Minimum Engagement
Part-time employees	3 hours
Full-time employees	3 hours
Casual employees	3 hours
Mandatory training or meetings	3 hours (subject to <b>f)</b> below)
Agreed e-learning and virtual meetings	1 hour (subject to <b>g)</b> below)

- b) Nothing in this clause **4.2 Minimum Engagement** is intended to limit the arrangements of clause **4.9 Broken Shifts** when broken shifts are worked in accordance with the provisions of clause **4.9 Broken Shifts**.

- c) Minimum engagements for employees recalled to duty are set out in clause **4.8 Recall to Duty**.

#### **Mandatory Training and Mandatory Meetings**

- d) Where the employer requires an employee to undertake training or attend a meeting that is necessary for the employee to undertake their duties, such time for the training or meeting will, where possible, be provided within the employee's rostered ordinary hours, or immediately before or after a rostered shift, and paid at the ordinary rate of pay.
- e) Where an employee is required to undertake training or attend a meeting immediately before or after their rostered shift, the ordinary shift length, inclusive of the training or meeting, shall not exceed 10 hours per shift, exclusive of meal breaks, and in accordance with clause **4.1 Ordinary Hours of Work**.
- f) If the training or meeting cannot be provided within the employee's rostered ordinary hours, or immediately before or after a rostered shift, such that the employee attends work solely for the purposes of undertaking the training or attending the meeting, the employee will be paid for a minimum period of three hours at ordinary rates, or the applicable penalty rate in accordance with clause **4.11 Shiftwork** or clause **4.12 Weekend Work**.
- g) Where the employer and employee mutually agree that the employee will attend the training/e-learning or meeting online via remote access, outside of the employees ordinary rostered hours, the employee will be paid for a minimum period of one hour at ordinary rates as a standalone arrangement. Evidence of attendance at the training/e-learning or meeting will be required to enable payment.

#### **4.3 MEAL BREAKS**

- a) Employees are entitled to an unpaid meal break of between 30 to 60 minutes for each day or shift on which more than five hours are worked.
- b) Where the employee and employer agree, an employee who works a shift of six hours or less may elect to forgo an unpaid meal break.
- c) Where an employee and employer agree to forego a meal break in accordance with clause **4.3 Meal Breaks b)**, the employee will not be entitled to the overtime rates in **4.3 Meal Breaks e) ii)**.

- d) Meal breaks are to be taken at a mutually agreed time after commencing work.
- e) **Employee required to attend to duty during meal break.**
  - i) A Home and Community Support Care Stream employee required by the employer to have their meal with a client (or clients) in a community setting as part of the normal work routine or client program, will be paid their ordinary rate of pay for the duration of the meal period, or they may elect to take an unpaid meal after the mealtime. Such time will be counted as time worked.
  - ii) All other employees required by the employer to attend to duty or who are on duty during their unpaid meal break, will be paid at overtime rates for all time worked from the commencement of that meal break until such time that a meal break free from duty is taken by the employee or the employee's shift ends (whichever occurs first). Whilst payment will be calculated at overtime rates, the time worked until the meal break is taken will be regarded and count as an employee's ordinary time. This clause **4.3 Meal Breaks e) ii)** does not apply to Nursing Stream employees required to remain available for work during meal break in accordance with clause **4.3 Meal Breaks f)**.

f) **Employee required to remain available for work during meal break.**

Where a Nursing Stream employee is required by the employer to remain available for work or remain at a Residential Aged Care facility, during a meal break, but is free from duty, the employee will be paid at ordinary rates for a 30-minute meal break. If the employee is recalled to perform duty during this period the employee will be paid overtime for all time worked until the balance of the meal break is taken.

#### 4.4 TEA BREAKS

- a) Employees are entitled to two paid 10-minute tea breaks (in addition to an unpaid meal break) where the employee is required to be on duty for more than six ordinary hours.
- b) Where six or less ordinary hours are worked, employees will be entitled to one paid 10-minute tea break.
- c) To meet operational requirements the employer may direct a Home and Community Support employee to take two 10-minute paid tea breaks as one 20-minute rest pause.
- d) Tea breaks are to be taken at operationally convenient times as directed by the employer, or as otherwise agreed.

- e) Tea breaks will count as time worked.

#### 4.5 BREAK BETWEEN ROSTERED WORK

- a) An employee will be provided with a break of not less than 10 hours between the termination of one ordinary work period or rostered shift and the commencement of another work period or shift, except in the circumstances described in clause **4.5 Break Between Rostered Work b)**.
- b) By mutual agreement between the employer and employee, the 10-hour rest break may be reduced to eight hours.
- c) On the instruction of the employer, if an employee resumes or continues to work without having had 10 consecutive hours off duty, or eight hours as agreed in accordance with clause **4.5 Break Between Rostered Work b)**, they will be paid at the overtime penalty rate of 200% based on their ordinary rate of pay (or 200% of the ordinary casual hourly rate in the case of a casual employee) until released from duty for such period.
- d) By agreement, a Home and Community Support employee may reduce the time between the end of a shift and the commencement of a shift contiguous with the start of a sleepover, or a shift commencing after the end of a shift contiguous with a sleepover, to eight hours.
- e) This clause **4.5 Break Between Rostered Work** does not apply to time spent by an employee on-call.

#### 4.6 OVERTIME

- a) Overtime does not apply to Registered Nurse Level 4.
- b) Overtime can only be worked where it is operationally required and has been expressly approved by the employee's immediate supervisor or manager in advance.
- c) In extenuating circumstances, where approval to work overtime is not possible due to an emergent circumstance and attempts to contact the approving officer in advance are unsuccessful or not possible, overtime may be approved retrospectively. Retrospective approval of overtime will not be unreasonably withheld.
- d) Overtime hours are approved hours worked by an employee:
  - i) in excess of 10 hours per shift, whether or not spanning two calendar days;

- ii) in excess of 76 hours per fortnight;
  - iii) in excess of a part-time employee's rostered hours of work unless the excess hours are mutually agreed between the employee and the employer in accordance with clause **2.2 Part Time Employment d)** (in which case the mutually agreed additional hours worked will be paid at ordinary rates of pay, unless clauses **4.6 Overtime a) – d), i) and ii)** apply; and
  - iv) those hours necessarily worked in accordance with subclause c) above.
- e) Approved overtime hours worked by all employees will be paid at the appropriate penalty rate below. The percentages outlined in the table below are based on the ordinary rates of pay.

Overtime worked on:	Rate
Monday to Friday	150% for the first 2 hours and 200% thereafter
Saturday and Sunday	200%
Public Holiday	250%

- f) For casual employees, the penalty rates in this clause **4.6 Overtime** apply to the ordinary casual rate of pay.
- g) Payment for overtime will be calculated daily using the employee's ordinary rate of pay. In the calculation of overtime payments each day or shift stands alone.
- h) The employer may require an employee to work reasonable overtime at any time, however an employee may refuse to work overtime if the requirement to work those additional hours is unreasonable. The criteria for determining whether additional hours are reasonable (such as the nature of the business, the amount of notice, parental responsibilities, the payment of a penalty) are set out in s. 62(3) of the Act.
- i) Overtime rates will be in substitution for and not cumulative upon the shiftwork penalty rates prescribed in clause **4.11 Shiftwork**, weekend penalty rates prescribed in clause **4.12 Weekend Work**, and public holiday penalty rates prescribed in clause **6.12 Public Holidays**.

#### 4.7 PAID REST BREAKS DURING OVERTIME

- a) An employee working overtime will take a paid rest break of 20 minutes at overtime rates after each four hours of overtime worked.

#### 4.8 REST PERIOD AFTER OVERTIME

- a) When overtime is worked, employees should have a least 10 consecutive hours off duty between finishing the overtime and the next successive period of work or shift.
- b) An employee (other than a casual employee) who has worked overtime, and would not have had at least 10 consecutive hours off duty between the completion of overtime and the commencement of the next rostered period of work or shift, will be released after completion of overtime until the employee has had 10 consecutive hours off duty, without loss of pay for their ordinary hours occurring during such absence.
- c) An employee (other than a casual employee) required by the employer to resume or continue to work without having 10 consecutive hours off duty, will be paid at the rate of double time (200%) until released from duty for 10 consecutive hours, without loss of pay for rostered ordinary hours occurring during such absence.

#### 4.9 RECALL TO DUTY

##### **Recall to duty – return to workplace**

- a) An employee (other than a Registered Nurse Level 4) who is rostered by the employer to be on-call, or is otherwise expressly required by the employer to be on-call, and who is recalled by the employer to the workplace will be paid overtime for a minimum of four hours at the appropriate overtime rate specified in clause **4.6 Overtime**, even if the work required is completed in less than four hours.
- b) If the work required is completed in less than the minimum hours referred to in **clause 4.9 Recall to Duty a)** the employee will be released from duty.
- c) This clause **4.9 Recall to Duty** will not apply when overtime is continuous with the completion or commencement of that employee's ordinary hours or rostered shift.
- d) For the purposes of clause **4.9 Recall to Duty**, the employee will be paid for time spent travelling to and from work. For the avoidance of doubt, the employee will be paid from the time the employee leaves their place of residence and commences travel to the workplace, to the time the employee returns to their residence from the workplace. Employees are to travel the most direct route to and from the workplace.

##### **Recall to duty – remote work (without returning to the workplace)**

- e) An employee (other than a Registered Nurse Level 4), who is rostered and required by the employer to be on-call, and who is recalled by the employer to perform work via telephone

or other electronic means away from the usual workplace and/or without having to leave the employee's residence or remote work location, will be paid at the appropriate overtime rate for a minimum of one hour's work.

- f) Multiple electronic requests made and concluded within the same hour shall be compensated within the same one hour's overtime payment.
- g) Time worked beyond one hour will be rounded to the nearest 15 minutes.

#### **4.10 BROKEN SHIFTS**

The following provisions apply to employees (other than Nursing Stream and Allied Health Stream employees):

- a) A 'broken shift' means a shift that is broken by at least one unpaid break (other than a meal break) but no more than two unpaid breaks, and where the span of hours for the shift is not more than 12 hours. For the avoidance of doubt, a broken shift counts as a single shift.
- b) The span of hours of a broken shift is from the start of the first period of work to the end of the last period of work.
- c) For clarity the unpaid break is to be no less than two hours in duration.
- d) The employer will make reasonable efforts to minimise broken shifts in consideration of customer care and operational needs.
- e) A broken shift may only be worked where the employer and the employee agree.
- f) Ordinary hours worked during a broken shift will be paid at the appropriate ordinary rate, including any shift or weekend penalty rates, or public holiday penalty rates provided for in clauses **4.11 Shiftwork**, **4.12 Weekend Work**, and **6.12 Public Holidays**.
- g) Payments will be calculated from the start time of each period of work (i.e. the period commencing at the start time, and each subsequent period starting after each unpaid break). For clarity, public holiday rates, weekend rates and shift penalties are only payable in respect of those periods of work in a broken shift that satisfy the relevant definition (e.g. of afternoon shift, night shift, and/or public holiday shift, etc).
- h) Any hours worked beyond the maximum span of 12 hours for a broken shift will be paid at double the ordinary rate, or the appropriate penalty rate, whichever is greater.
- i) Each portion of a broken shift shall have a minimum length of two hours.

- j) An employee who agrees to work a broken shift which consists of one or two unpaid breaks will be paid the allowance prescribed in **Schedule 2 Allowances** for that broken shift.

#### 4.11 SHIFTWORK

- a) Approved ordinary hours worked Monday to Friday on an early afternoon, afternoon, or night shift will be paid at the appropriate penalty rate below. The percentages outlined in the below table are based on the ordinary rates of pay.

Shift	Shift Definition	Rate
Early Afternoon Shift	For a shift (or part of a broken shift) that starts at or after 10:00am and before 1:00pm.	10%
Afternoon Shift	For a shift (or part of a broken shift) that starts at or after 1:00pm and before 4:00pm.	12.5%
Night Shift	For a shift (or part of a broken shift) that starts at or after 4:00pm and before 6:00am.	15%

- b) For casual employees, the penalty rates in this clause **4.11 Shiftwork** apply to the ordinary casual rate of pay.
- c) The penalty rates in this clause do not apply to overtime hours or to work attracting weekend penalties in clause **4.12 Weekend Work** or public holiday penalties in clause **6.12 Public Holidays**.
- d) These penalties will not apply where an employee works less than 38 hours per week and the relevant shift is worked entirely within the hours of 6.00am to 6.00pm Monday to Friday.

#### 4.12 WEEKEND WORK

- a) Ordinary hours of work on a Saturday or Sunday will be paid at the appropriate penalty rate below. The percentages outlined in the below table are based on the ordinary rates of pay.

Home and Community Support Care Stream Employees		
Shift	Shift Description	Rate
Saturday	Hours worked between 0000 and 2359 (inclusive on a Saturday)	150%

Sunday	Hours worked between 0000 and 2359 (inclusive on a Sunday)	200%
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**All Employees (Other Than Home and Community Support Care Stream Employees)**

Shift	Shift Description	Rate
Saturday	Hours worked between 0000 and 2359 (inclusive on a Saturday)	150%
Sunday	Hours worked between 0000 and 2359 (inclusive on a Sunday)	175%

- b) For casual employees, the penalty rates in this clause **4.12 Weekend Work** apply to the ordinary casual rate of pay.
- c) The rates in this clause **4.12 Weekend Work** are paid in substitution for and not in addition to shift penalties in clause **4.11 Shiftwork**, and do not apply to public holidays in clause **6.12 Public Holidays** or to overtime in clause **4.6 Overtime**.

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## Part 5 – REMUNERATION AND RELATED MATTERS

### 5.1 RATES OF PAY

- a) The minimum ordinary rates of pay for all ordinary hours worked by an employee at their appointed classification under this Agreement are prescribed in the Tables within **Schedule 1 Wage Rates** which incorporate the following increases:
  - i) 3.75% increase from the first full pay period on or after the Agreement operative date (all other pay-related terms will also apply from the first full pay period on or after the Agreement operative date); and
  - ii) 3.25% increase from the first full pay period on or after the 1-year anniversary of the Agreement operative date; and
  - iii) 3.25% increase from the first full pay period on or after the 2-year anniversary of the Agreement operative date.
- b) Where, as at 30 June 2025, an employee was paid an ordinary rate of pay which, with a 3.75% increase, would be greater than the applicable rate in **Schedule 1 Wages Rates**, they will receive that greater rate of pay. The wage increase outlined in clause **5.1 Rates of Pay a) ii) and iii)** will then be applied to the employee's ordinary rate of pay at as the effective date of those increases. Provided however that the employee remains in the same substantive role and classification as at the effective date of those increases.

- c) The minimum rates paid to employees shall be the rates as prescribed in clause **5.1 Rates of Pay a) and b)**, or a rate 2% above the applicable *Aged Care Award 2020* or *Nurses Award 2020* rate for their classification, whichever is the greater. Any adjustments to an employee's rate of pay in accordance with this clause will occur within a reasonable period of time after the Fair Work Commission has handed down a Wage Review Decision relating to the applicable Awards.
- d) The employer is committed to passing on pay rate increases relating to the Stage 3 decisions of the Aged Care Work Value Case and the Nurses' Work Value Case (WVC) in accordance with its industrial obligations and the Commonwealth Government guidance/directions (once published). For the avoidance of doubt, any WVC increase to an employee's rate of pay within their classification in accordance with this clause **5.1 Rates of Pay d)** is an increase to their ordinary rate of pay within the meaning of clause **5.1 Rates of Pay a) and b)**, on top of which the percentage wage increase outlined in clause **5.1 Rates of Pay a) ii) and iii)** will apply.
- e) Any dispute relating to the application of WVC decisions and wage rates under the terms of this Agreement will be handled in accordance with clause **1.8 Dispute Resolution**.
- f) In addition to the rates of pay set out above, a one-off payment of \$500 (gross) will be made to full-time, part-time, and casual employees covered by the Agreement, providing those employees are employed on the date the Agreement is approved by the Fair Work Commission.
- g) The one-off payment referred to in clause **5.1 Rates of Pay f)** will be paid to eligible employees within 14 days of the date the Agreement is approved by the Fair Work Commission.

## 5.2 PAYMENT OF WAGES

- a) Payment of wages and/or salaries will be made fortnightly in arrears, by electronic funds transfer, not more than five working days after the end of each pay period ('Ordinary Pay Run').
- b) Notwithstanding the above, the employer will not be held liable for any unforeseen event outside the control of the employer which prevents the employer's ability to meet the requirements of this clause **5.2 Payment of Wages**, for example bank error or delay.

- c) Employees will be required to keep accurate records of time worked through the submission of timesheets or utilisation of a time and attendance system, subject to an approval process.
- d) Leave or other entitlements other than an employee's wages and/or salary will be processed in the pay period following the date the leave application or other entitlements are processed by payroll.
- e) Where the employer has overpaid an employee, the employer shall notify the employee in writing of such overpayment and may recover such amounts with the agreement of the employee. All deduction from wages must be authorised in writing by the employee.

### **5.3 SUPERANNUATION**

- a) The employer will make superannuation contributions in accordance with the relevant legislation.
- b) Employees may nominate a complying superannuation fund for the purposes of superannuation payments. In the absence of a complying nomination, the employer will check if the employee has a 'stapled fund' as required by law. If the employee has no 'stapled fund', the employer will direct superannuation payments to its default fund, being HESTA (ABN: 64 971 749 321; Superannuation fund number: 129638949).
- c) 'Ordinary time earnings' are currently defined by the legislation and includes allowances for ordinary hours of work (but not overtime). 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.
- d) Where an employee wishes to make voluntary contributions to their fund, the employee will 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.

### **5.4 SALARY PACKAGING**

- a) All employees shall have access to salary packaging.
- b) Employees are responsible for all costs associated with the administration of their salary package arrangement.

- c) Where legislative (e.g. Fringe Benefit Tax Act 1986 and/or Income Tax Assessment Act) or other changes have the effect of reducing or withdrawing the personal benefits identified/resulting from a salary packaging arrangement, the employer will not be liable to make up the salary benefits lost by an employee as a consequence of such change. Where any changes have the effect of increasing the cost of a salary packaging arrangement to the employer then these costs shall either be paid by the employee participating in salary packaging or the employee may choose to cease the salary packaging arrangement.
- d) Employees are encouraged to seek independent financial advice prior to entering into a salary packaging arrangement.

## 5.5 ALLOWANCES

Allowances provided for in this clause **5.5 Allowances** shall be the only allowances to be paid to an employee covered by this Agreement.

### a) **Higher Duties Allowance**

- i) This clause **5.5 Allowances a) Higher Duties Allowance** does not apply to Allied Health Stream, Registered Nurse Level 4 and Nurse Practitioner.
- ii) An employee who is required by the employer to perform the duties of another employee in a higher classification than the one in which they are ordinarily employed will be paid:
  - 1) The time worked where they are required to perform higher duties for two hours or less; or
  - 2) The full shift where they are required to perform higher duties for a period longer than two hours.
- iii) For the purposes of this clause **5.5 Allowances a)**, the higher duties rate will be the minimum hourly rate for the lowest pay point of the higher classification unless the employee's usual rate of pay is higher, in which case the employee will be paid at the first pay point for the higher classification that exceeds their usual rate of pay.

### b) **In Charge Allowance**

- i) A Registered Nurse who is required by the employer to be in charge of a Residential Aged Care home during the day, evening or night of a home with 100 beds or more

will be paid an additional amount as specified in **Schedule 2 – Allowances** of this Agreement.

- ii) A Registered Nurse who is required by the employer to be in charge of a Residential Aged Care home during the day, evening or night of a home with less than 100 beds will be paid an additional amount as specified in **Schedule 2 – Allowances** of this Agreement.
- iii) The in-charge allowances are not payable to a Registered Nurse Level 2 or above.
- iv) For the purposes of this clause the role of the In-Charge/Night Supervisor/Registered Nurse is defined as a requirement to perform duties that are additional to duties that would normally be required to be performed and would not be performed by the Registered Nurse if a more senior Registered Nurse was on the premises and the more senior Registered Nurse would normally perform such duties.

c) **Motor Vehicle Allowance**

- i) Where an employee is directed by the employer to use their own motor vehicle in the course of their duties, the employee shall receive an allowance for each kilometre of work-related travel (by the most direct route) in accordance with **Schedule 2 Allowances**.
- ii) This allowance is paid in recognition of the costs associated with the use of the employee's private vehicle such as fuel, general wear and tear, vehicle registration and insurance.
- iii) Subject to clause **5.5 Allowances b) i)**, for a Home and Community Support employee, this allowance will commence from an employee's first customer or place of work and finish at the employee's last customer or place of work as rostered.
- iv) Where a Home and Community Support employee has a break longer than two hours between customers and recommences work on that day, the employee will be paid the kilometre allowance from the commencement of the employee's next customer or place of work and finish at the employee's last customer or place of work as rostered.
- v) The employer reserves its right to require an employee to use the employer's vehicles where this is in the best interests of operational efficiency. If the employee uses the employer's vehicle, the employee is not entitled to payment under this clause **5.5 Allowances b)**.

vi) Where an employee is required to travel in their own vehicle for work purposes, the employer will:

- 1) reimburse all reasonably agreed incurred expenses such as road tolls, e-tags and parking fees incurred by the employee on production of receipt or other evidence reasonably requested by the employer (excluding costs associated with owning and running a private vehicle, already compensated for in this clause **5.5 Allowances c)**; and
- 2) make every practical effort to provide the employee with a pool car or reasonable suitable alternative duties, at the discretion of the employer, where an employee's private vehicle, regularly required for work purposes, requires urgent repairs or replacement due to a breakdown, has been stolen or has been involved in an accident. Where the repairs to the vehicle cannot reasonably be completed outside of the employee's rostered hours of work, alternative arrangements will be for the duration of the repairs or a maximum of five business days, whichever is shorter.

d) **Uniform and Laundry Allowances**

- i) 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 the employer free of cost to the employee.
- ii) Alternatively, where a uniform is required, but not supplied, a uniform allowance will be paid in the amount specified in **Schedule 2 Allowances** of this Agreement for the employee's applicable classification stream.
- iii) Where such employee's uniforms are not laundered by or at the expense of the employer, the employee will be paid a laundry allowance in accordance with **Schedule 2 Allowances** of this Agreement for the employee's applicable classification stream.
- iv) The uniform and/or laundry allowance will be paid per hour on the basis of the employee's ordinary hours worked in the fortnight.
- v) The uniform allowance, but not the laundry allowance, will be paid during all absences of paid leave, except absences on long service leave and absences on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an employee was paid a

uniform allowance, 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.

- vi) Where the employer requires an employee to wear rubber gloves, special clothing or other safety equipment and except where supplied by the employer, the employer will reimburse the employee for the cost of purchasing such rubber gloves, special clothing or safety equipment, subject to approval prior to purchasing.

e) **On-Call Allowance**

- i) An employee who is required and rostered by the employer to be on-call is entitled to a daily allowance set out in **Schedule 2 Allowances** of this Agreement for each 24-hour period during which the employee is required and rostered to be on-call. An employee who is required and rostered to be on-call must be readily contactable, fit for duty, and able to return to the workplace within a time period acceptable to the employer, during the rostered on-call period.

f) **Overtime Meal Allowance**

- i) If, during an employee's shift, an employee is directed to work overtime for a duration of more than one hour after the rostered shift finishing time, a reasonable meal will be made available to the employee by the employer.
- ii) If a meal is not made available to the employee by the employer, the employee will be provided with a meal allowance as per **Schedule 2 Allowances** of this Agreement, payable as follows:
  - 1) when required to work more than one hour of overtime after the rostered shift finishing time, and
  - 2) when required to work more than four hours overtime after the rostered shift finishing time.

g) **Broken Shift Allowance**

- i) An employee (other than Nursing Stream or Allied Health Stream employee) who agrees and is rostered by the employer to work broken shifts in accordance with clause **4.10 Broken Shifts**, will receive the Broken Shift Allowance in **Schedule 2 Allowances**.

h) **Nauseous Linen Allowance**

- i) A Care Stream or Hospitality Stream employee in residential aged care regularly required to handle linen of a nauseous nature (other than linen sealed in airtight containers) while working will be entitled to receive an allowance in the amount specified in **Schedule 2 Allowances** of this Agreement.
  - ii) This allowance will not be payable where the nauseous linen is contained in sealed airtight bags.
- i) **Qualification Allowance (Nursing Stream)**
- i) This clause applies to Nursing Stream employees but does not apply to Registered Nurses at Level 2 and above.
  - ii) A Nursing Stream employee is entitled to apply for and receive a qualification allowance in **Schedule 2 Allowances** where:
    - 1) The post-graduate qualification is in addition to the minimum qualification allowing the nurse to be registered or enrolled with the NMBA. For the avoidance of doubt, the allowance does not apply to the qualification required to perform the role. For example, Bachelor of Nursing or Diploma of Nursing, or similarly titled for Registered Nurse or Enrolled Nurse employees; and
    - 2) At least one component of the qualification is relevant to the employee's current area of practice. In determining whether the component of a qualification is relevant the following will be considered:
      - the nature of the qualification;
      - the current area of practice in the employee's current role;
      - the clinical or other area of work;
      - the classification and position description of the employee; and/or
      - whether the qualification would assist the employee in performing their role and/or assist in maintaining quality care and/or assist in the administration of the work area.
    - 3) The employee must provide the employer with evidence that they hold the qualification for which they are claiming.

- 4) Payment will be made from the first full pay period on or after the employee's application for the qualification allowance, and the associated evidence of the qualification, has been received and accepted as relevant by the employer.
- 5) Provided however that if the qualification was relied upon as part of the appointment process, then payment will be from the time of appointment.
- iii) An employee can receive one qualification allowance only. If multiple qualifications are provided, and accepted as relevant by the employer, the qualification allowance applied will be based on the highest qualification.
- iv) The qualification allowance is to be paid during all periods of paid leave, except where sick leave exceeds 21 days in any 12-month period and long service leave.
- v) The qualification allowance is to be paid per hour on the basis of the employee's ordinary hours worked in the fortnight.
- vi) A qualification relating to management will not attract qualifications allowance.
- j) **Leading Hand Allowance**
  - i) This clause **5.5 Allowances j)** does not apply to any employee whose classification includes supervisory responsibility for example, Registered Nurse, Enrolled Nurse, Chef or Cook and only applies to employees working in Residential Aged Care.
  - ii) A leading hand is an employee who is placed in charge of not less than two other employees of a substantively similar classification, who are rostered and working on the same shift.
  - iii) A leading hand will receive an allowance as specified in **Schedule 2 Allowances** of this Agreement. The leading hand allowance is paid per hour on the basis of the employee's ordinary hours rostered and worked as leading hand in the fortnight.
- k) **Medication Assist Shift Allowance**
  - i) A Level 2 or Level 3 Care Stream employee who holds a minimum Certificate III qualification and who is deemed competent by the employer to assist residents with their medication under the supervision of a Registered Nurse will be paid the hourly medication assist shift allowance as specified in **Schedule 2 – Allowances** when they are rostered to a Residential Aged Care shift type that specifies the requirement to perform medication assistance under the supervision of a Registered Nurse, or when

they are not rostered but otherwise directed by the employer to perform the medication assist shift type (for example, to replace the absence of an employee who was rostered to the medication assist shift, in which case the allowance would only apply to the employee who performs the duties of that shift and not to the absent employee). For the avoidance of doubt, the allowance will apply for the duration of the entire medication assist shift.

- ii) A Level 4 or Level 5 Care Stream employee who is deemed competent by the employer to assist residents with medication under the supervision of a Registered Nurse may be required to perform such duties, however they are not entitled to the medication assist shift allowance.

## 5.6 CLASSIFICATION STRUCTURE

- a) The characteristics, responsibilities and qualifications outlined in the classification structure in **Schedule 3 Classification Descriptors**, will be used to determine the appropriate classification level for an employee's position.
- b) Position descriptions shall be used as the primary source in classifying positions. An employee's position description shall be compared to the definitions contained in **Schedule 3 Classification Descriptors** to determine which classification best describes and fits the position description.
- c) The employer will advise employees in writing of their classification upon commencement of employment and upon any subsequent change to their classification. An employee will also work within the requirements of their professional registration (if applicable).
- d) Movement to a higher classification shall only occur by way of promotion or reclassification, except where the classification descriptions for a particular stream provide for automatic progression to the higher classification level.

## 5.7 MOVEMENT BETWEEN PAYPOINTS WITHIN CLASSIFICATION STRUCTURE

- a) Employees are entitled to progress to the next pay point or year level (where another pay point or year level is applicable) after one completed year of employment at that pay point or year level, subject to the rules of that classification. For a single pay point that covers multiple years, for example, *'Registered Nurse Level 1 Pay Point 2 (1-4 years)'*, progression to the next pay point will be based on the number of completed years of employment specified for that pay point (i.e. three completed years in the example *'Registered Nurse Level 1 Pay Point 2 (1-4 years)'*).

## 5.8 RECOGNITION OF PREVIOUS SERVICE ON APPOINTMENT

- a) Prior to commencing employment, an employee shall provide suitable documentary evidence of their experience to the employer. Where an employee fails to provide such evidence, until such time as the employee provides such evidence to the employer, the employee shall be paid at the level / pay point / year of experience for which documentary evidence was provided (if any).
- b) For recognition of experience after commencing employment with the employer, an employee claiming experience for service with another employer must provide evidence (e.g. statement of service, pay slips with hours worked noted on them) to receive the recognition.
- c) Any adjustment to a pay point arising from documentary evidence provided after commencement of employment shall be made from the first full pay period on or after the relevant documentary evidence is submitted to the employer. No back payment will be made based on documentary evidence provided after commencement of employment.
- d) For the purposes of determining pay point and progression through pay points or year levels (where a classification has more than one pay point or year level), upon commencement with the employer, an employee's starting pay point or year level shall be determined by reference to the number of completed years of prior experience they have in equivalent roles with prior employers.
- e) For the purposes of determining prior experience upon commencement, a 'year of prior experience' means:
  - i) for Care Stream employees, the number of years of employment completed at substantially the same classification in a similar role;
  - ii) for Enrolled Nurses registered by NMBA, the number of years of employment completed as an Enrolled Nurse other than such experience pre-dating any break of five or more consecutive years;
  - iii) for Registered Nurses registered by NMBA, the number of years of employment completed following registration in a grade or sub-grade at least equal to that in which the employee is employed (or to be employed) and shall also include that time which may elapse between the completion of training or final examination (whichever

occurs last) and the formal registration as a certificated Nurse NMBA or its predecessors.

- iv) Where an employee has previously 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.
- v) Where an Internationally Qualified Nurse (IQN) is granted registration with conditions, previous experience will not be counted whilst the conditions are in place. Experience as defined will count once there are no longer conditions in place:
  - 1) where an IQN is granted registration subject to successful completion of a bridging program, previous experience will not be counted until the nurse is registered without conditions.
  - 2) where an IQN is required by the Australian professional registration body to undertake an outcome-based assessment (OBA), previous experience will not be counted until the nurse is registered without conditions.
- vi) For allied health professionals, service counted will only include the number of years of employment completed at substantially the same classification in a similar role.

#### **Enrolled Nurse transitioning to Registered Nurse Entry Level**

- f) An Enrolled Nurse who completes an undergraduate course which leads to registration and who is subsequently registered as a Registered Nurse and appointed by the employer to a Registered Nurse position, will be appointed to Registered Nurse Level 1 Pay Point 2 (1-4 years), provided this rate is equal to or above the Enrolled Nurse's previous rate of pay.

### **5.9 TRANSITION PRINCIPLES FOR INTRODUCTION OF NEW CLASSIFICATION STRUCTURE**

Transition will occur as part of implementation of this Agreement and will only apply to an employee already employed at the operative date of this Agreement. The following translation principles will be applied to the transition:

- a) No employee will receive a lower base rate of pay than their ordinary rate as at 30 June 2025 as a result of being transitioned to the new classification applicable to their role and/or as per **Schedule 4 Classification Translation Table**.
- b) The employer will apply the increase specified in clause **5.1 Rates of Pay** to the employee's ordinary rate as at 30 June 2025 or apply the relevant rate in **Schedule 1 Wage Rates**, whichever is the greater.
- c) Employees will retain the same set of responsibilities when their role is translated to the new classification. The job title and/or job classification may change, but not the activities.
- d) If an employee is identified as not holding mandatory tertiary qualifications (externally determined e.g. an Undergraduate Degree) for a classification, they will not be translated into a classification which requires that mandatory tertiary qualification. They will however be appointed to a classification as closely equivalent to their prior classification and will maintain their existing pay rate. Where such employee wishes to obtain the required mandatory tertiary qualification, this may be supported by the employer on a case-by-case basis.
- e) Where an employee is on a pay point or year level (due to years of service or qualification) within the current classification they will translate to the equivalent pay point or year level in the new classification structure, or the pay point or year level that best matches their prior years of employment in an equivalent role (whichever is the more beneficial). Where an employee is already on a pay rate that is higher than the most beneficial pay point translation, they will translate to the pay point nearest to their current pay rate, however they will not receive a lower base rate of pay than their ordinary rate as at 30 June 2025, as per clause **5.9 Transitional Principles for Introduction of New Classification Structure a)** above. Where an employee has not reached the maximum pay point on translation, they will continue to be eligible to receive pay point increases until they reach the maximum pay point subject to the terms of this Agreement.
- f) Where an employee holds additional contracted appointment(s) with the employer (i.e. two separate part-time roles, or two casual roles) each job will translate separately, and the employee will continue to hold the same additional appointment(s) for the same hours and on at least the same contractual rate of pay prior to translation for each role.
- g) Where anomalies are identified they will be resolved on a case-by-case basis, applying the above principles.

- h) There will be a formal review process that an employee can utilise if they reasonably believe that they have been incorrectly transitioned to the new classification system. An employee shall be entitled to be represented in the review process. Clause **1.8 Dispute Resolution** will apply where the internal review process does not result in agreement on the allocation of a role to the new classification. The internal review process must be completed prior to seeking to access the dispute resolution process.

## 5.10 TRAINEES AND SUPPORTED WAGE SYSTEM EMPLOYEES

- a) Trainees may be employed (other than in the Allied Health and Nursing Streams) in accordance with the National Training Wage Schedule as provided by the *Miscellaneous Award 2020*. Provided that any reference to 'this Award' in that schedule is to be read as referring to this Agreement.
- b) Employees who are assessed as being eligible for a supported wage may be employed in accordance with the provisions of the Supported Wage System Schedule as provided by the *Aged Care Award 2020*. Provided that any reference to 'this Award' in that schedule is to be read as referring to this Agreement.

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## Part 6 – LEAVE AND PUBLIC HOLIDAYS

### 6.1 PAID SICK AND CARERS' LEAVE

- a) Subject to this clause **6.1 Paid Sick and Carers' Leave** and the NES, a full-time or part-time employee can take paid sick and carers' leave (also known as personal leave) if they are unable to work because:
  - i) of a personal illness or injury, or
  - ii) they need to look after an immediate family member or household member who is:
    - 1) sick,
    - 2) injured, or
    - 3) affected by an unexpected emergency.
- b) **'Unexpected Emergency'** is an unforeseen or sudden and urgent event or situation. Whether an employee can take carer's leave because of an unexpected emergency depends on the circumstances. Unexpected emergencies are not limited to illnesses or injuries. Things to consider might include:

- i) how much notice, if any, the employee had of the emergency;
  - ii) whether the employee can work from home or use other alternative work arrangements (such as changing their pattern of work to help manage their work and caring responsibilities); and/or,
  - iii) the age and independence of the family member or household member who needs care, and whether the employee can make alternative arrangements to care for the family or household member.
- c) Employees are entitled to accrue sick and carer's leave per annum on a pro-rata basis in accordance with and subject to the NES. For permanent and temporary employees this is 10 days of paid leave per annum.
- d) Casual employees can access unpaid sick and carers' leave in accordance with the NES.
- e) Leave under this clause **6.1 Paid Sick and Carers' Leave** is proportionate for part-time employees.
- f) Leave under this clause **6.1 Paid Sick and Carers' Leave** is cumulative. Unused sick and carer's leave is carried over from year to year.
- g) Employees can access unpaid sick or carers' leave or, by agreement annual leave, if they have exhausted their paid sick and carers' leave accruals.
- h) Payment for leave under this clause **6.1 Paid Sick and Carers' Leave** is at the employee's ordinary rate of pay for the ordinary hours they would have worked during the leave.
- i) An employee must give notice to the employer if they are going to take sick or carers' leave. Such notice must be given to the employer as soon as practicable and prior to the absence if possible. The employee must advise the employer of the period, or expected period, of the absence.
- j) The employer may ask an employee to give evidence that shows the employee took the leave because they:
  - i) were not able to work because of an illness or injury, or
  - ii) needed to provide care or support to an immediate family or household member (because of an illness, injury, or unexpected emergency affecting the member).
- k) Without limiting the requirements under the NES to provide appropriate notice and evidence for sick/carer's leave, evidence as defined below, will be required where:

- i) the absence is two consecutive working days or more; or
  - ii) the absence falls on either side of a day where the employee has taken approved leave (for example annual leave or long service leave); or
  - iii) the absence falls on either side of a public holiday; or
  - iv) the employee has taken three or more occasions in a calendar year that have not been supported by evidence. Each occasion not supported by evidence means an absence of up to a maximum of two days; or
  - v) where the absence due to personal leave is within a period of annual leave or long service leave.
- l) Acceptable evidence means a certificate from a registered health practitioner (as defined in clause **1.6 Definitions**) or a statutory declaration sworn before an authorised witness.
  - m) Other acceptable evidence may include evidence which would satisfy a reasonable person that the employee was genuinely entitled to the sick or carer's leave.

#### **Chronic Illnesses**

- n) An employee, diagnosed with a chronic illness/disease, may provide a statement from their treating practitioner each six months (12 months at the discretion of the manager) to access their sick leave, for up to five days continuous sick leave at a time without providing further evidence of that illness/disease, provided the medical certificate includes:
  - i) the name and address of the Registered Health Practitioner;
  - ii) confirmation that the Registered Health Practitioner has examined the employee and that the chronic health issue is under active management by the Registered Health Practitioner; and
  - iii) confirmation the chronic illness is likely to cause the employee to be unfit for work for periods of time, and the estimated frequency and duration of such periods.
- o) The employer may require evidence or an update of the certificate/statement within six (or 12 months) where:
  - i) the employee is taking sick leave of a frequency and duration not congruent with the medical evidence;

- ii) the employer holds a genuine concern for the employee's health and wellbeing; or
  - iii) the employee accesses greater than five days continuous sick leave.
- p) An Employee, diagnosed with the chronic illness/disease in accordance with **6.1 Paid Sick and Carers' Leave n**), required to attend a Registered Health Practitioner for an appointment in their ordinary (guaranteed) hours of work and such appointment cannot be reasonably obtained outside of the ordinary (guaranteed) hours of work of the employee, may access five full days of their sick leave (or 10 part days) per annum to attend the appointment without evidence. Employees must take all reasonable steps to schedule such appointments at the start/end of the working day, to minimise the disruption to working hours.

#### **Sick during annual leave**

- q) Subject to the NES, where an employee becomes sick whilst on annual leave on a day (or days) which they would otherwise have worked and immediately provides the employer a medical certificate from a Registered Health Practitioner, then the number of working days not less than specified in the certificate shall be deducted from any sick leave entitlement standing to the employee's credit and shall be re-credited to their annual leave entitlement (pro-rata for part-time).

## **6.2 COMPASSIONATE LEAVE**

- a) Employees will be entitled to compassionate leave in accordance with the NES.
- b) Part-time and full-time employees are entitled to two days of compassionate leave for each permissible occasion when:
  - (i) a member of their immediate family or household dies, or contracts or develops a life-threatening illness or injury; or
  - (ii) a child in their immediate family or household is stillborn; or
  - (iii) they have a miscarriage; or
  - (iv) their current spouse or current de facto partner has a miscarriage.
- c) Casual employees are entitled to two days unpaid compassionate leave for each permissible occasion.
- d) Compassionate leave does not accumulate from year to year.

- e) Full-time and part-time employees receive paid compassionate leave at their ordinary rate of pay rate for the ordinary hours they would have worked during the leave.
- f) An employee taking compassionate leave will be required to produce evidence that would satisfy a reasonable person that the leave is to be or was taken for a permissible occasion.

### 6.3 ANNUAL LEAVE

- a) For clarity, this clause **6.3 Annual Leave** does not apply to casual employees.

#### Quantum of annual leave

- b) An employee (other than a Nursing Stream employee) is entitled to four weeks annual leave per year of service, in accordance with the NES.
- c) Nursing Stream employees are entitled to five weeks of annual leave per year of service.
- d) A part-time employee will accrue annual leave on a pro-rata basis.
- e) For Assistants in Nursing covered by the *Allity Enterprise Agreement (New South Wales) 2018* and/or those employees covered by 'Appendix F' of the *RSL Care Enterprise Agreement 2015* (*RSL Care Enterprise Agreement 2013* entitlements) on the day immediately prior to the operation of this Agreement, the annual leave accrual rate of five weeks per annum will continue to be applied as if it was provided by those Agreements.
- f) For clarity, a Nursing Stream employee (and an employee recognised in clause **6.3 Annual Leave e)** above) who is a shiftworker as defined by clause **6.3 Annual Leave h)** below, is entitled to six weeks of annual leave per annum.
- g) Annual leave accrues progressively during a year of service subject to this clause and according to the employee's ordinary hours of work and accumulates from year to year.

#### Shiftworker Definition

- h) A shiftworker, for the purposes of an additional week of annual leave (in satisfaction of this Agreement and the NES), is defined as an employee who is 'regularly' rostered to work their ordinary hours outside the ordinary hours of work of a day worker as defined in clause **4.1 Ordinary Hours of Work**. Specific definitions are outlined as follows, and for each definition a year is the yearly period in respect of which their annual leave accrues:

- i) 'Regularly' means an employee who works at least 26 afternoon or night shifts in a year and/or who works more than four ordinary hours on 10 or more weekends per completed year of service.
- ii) Home and Community Support Care Stream only: 'Regularly' means an employee who works at least eight 24-hour care shifts in accordance with clause **3.5 24 Hour Care** per completed year of service.

#### **Excessive Annual Leave**

- i) Annual leave is for rest, recreation and rejuvenation. The employer encourages employees to take annual leave within six months of the anniversary of their service date and not accrue excessive annual leave.
- j) An employee is considered to have an excessive annual leave accrual if the employee has accrued more than the equivalent of two years' accumulation of their full entitlement.
- k) Where an employee has an excessive annual leave accrual, the employer will consult with the employee about taking a period or periods of annual leave with the goal of reaching agreement for reducing or eliminating the excessive accrued leave balance.
- l) Where consultation in accordance with clause **6.3 Annual Leave k)** above is unsuccessful, the employer may direct an employee after not less than eight weeks' and not more than 12 months' notice to the employee, to take a period of annual leave if the employee has an excessive annual leave accrual, provided:
  - i) the employee will first be given a reasonable opportunity to submit a plan to reduce their total annual leave accrued balance to not more than six weeks within a period of six months (leave reduction plan);
  - ii) the employer will not unreasonably refuse to agree to an employee's leave reduction plan which may include saving leave for an extended vacation within 12 months of the date of agreement to the leave reduction plan. The agreement is to be in writing and signed by the employer and the employee;
  - iii) the employee cannot be directed to take annual leave where such direction would result in the employee being directed to reduce the accrued leave to less than six weeks, unless agreed otherwise between the employer and employee; and
  - iv) for the purposes of this clause, the employee cannot be directed to take any period of excessive annual leave of less than one week; and

- v) the direction must not be inconsistent with any leave arrangement agreed between the employer and the employee.
- m) If an employee has genuinely tried to reach agreement with the employer in accordance with clause **6.3 Annual Leave k)** above but agreement is not reached, the employee may give a written notice to the employer requesting to take a period of annual leave provided:
- i) the employee has had an excessive leave accrual for more than six months at the time of giving the notice; and
  - ii) the employee has not been given a direction to take leave in accordance with clause **6.3 Annual Leave l)** above; and
  - iii) the period of requested annual leave is not less than one week, and not greater than four weeks (or five weeks for a shiftworker as defined in this clause **6.3 Annual Leave**); and
  - iv) the period of requested annual leave does not begin in less than eight weeks or more than 12 months after the notice is given; and
  - v) if granted, must not result in the employee's remaining accrued annual leave being less than six weeks (including taking into account any other agreed annual leave to be taken).

#### **Annual leave loading**

- n) In addition to their ordinary pay, for any period of annual leave, an employee will be paid annual leave loading, which will be the higher of:
- i) 17.5% calculated on the employee's ordinary of pay; or
  - ii) the shiftwork penalties in accordance with clause **4.11 Shiftwork** and weekend penalties in accordance with clause **4.12 Weekend Work** the employee would have received had they not been on leave during the relevant period.

#### **Cashing out of annual leave**

- o) An employee may request to cash out annual leave on one occasion each financial year subject to the NES and provided that:
- i) each cashing out of a particular amount of paid annual leave must be by a separate agreement in writing between the employer and the employee; and

- ii) the employee must be paid at least the full amount that would have been payable to the employee had the employee taken the leave that the employee has forgone, including annual leave loading when applicable; and
- iii) the employee must have at least four weeks (pro-rata) of annual leave remaining after the leave is cashed out; and
- iv) to ensure that employees are taking adequate breaks from the workplace, the employee must either:
  - 1) already have taken as leave a minimum of two weeks of annual leave or four weeks of long service leave in a maximum of two separate periods of leave in the current financial year; or
  - 2) at or before the time the leave is cashed out, the employee must apply for and have approved a minimum of two weeks of annual leave or four weeks of long service leave with a start date within six months after the leave is cashed out.

#### **Taking annual leave and annual leave planning**

- p) An employee can take their annual leave as agreed with the employer. Approval of annual leave by the employer is subject to operational requirements and four weeks' notice, or a shorter period where mutually agreed, subject to operational requirements.
- q) The employer will respond to annual leave applications in a reasonable timeframe and will not unreasonably refuse a request for annual leave. To provide a continuum of care to residents and clients the employer may require additional notice and/or implement reasonable annual leave 'quotas' depending on business requirements.
- r) This may include set application dates for all employees for peak period holidays (e.g. Christmas/New Year, Easter and school holidays). Such deadlines will be at least 10 weeks before the peak period.
- s) In assessing leave applications, the employer will use every endeavour to allocate leave equitably, including but not limited to:
  - i) recent leave in peak periods;
  - ii) the amount of leave taken in the previous 12 months;
  - iii) the family circumstances of the applicant; and/or,

- iv) skill mix and the role of the applicant.
- t) Employees are to refrain from making travel arrangements until leave has been approved.

#### 6.4 LONG SERVICE LEAVE

- a) Employees are entitled to long service leave subject to and in accordance with the *Long Service Leave Act 1955 (NSW)*. This entitles full-time, part-time and casual workers to two months paid long service leave on completion of 10 years' continuous service and one month of paid long service leave for each additional five years' continuous service.
- b) Provided that for employees covered by the *Allity Enterprise Agreement (New South Wales) 2018* on the day immediately before the operation of this Agreement are entitled to accrue one month of long service leave for each five years of service for the first 15 years of service, and one and a half months of long service leave for each five years of service after 15 years of service. The provisions of **Clause 37 Long Service Leave** of the *Allity Enterprise Agreement (New South Wales) 2018* will continue to apply to such employees as if it were a term of this Agreement, including early access to long service leave after five years of service as provided by Clause 37.2 of that agreement.
- c) Provided that for employees covered by 'Appendix F' of the *RSL Care Enterprise Agreement 2015* (*RSL Care Enterprise Agreement 2013* entitlements) on the day immediately prior to the operation of this Agreement, are entitled to continue to accrue long service leave at the rate of one week for each year of continuous service and a proportional amount for an incomplete year of service.
- d) In all other respects, long service leave will be provided in accordance with and subject to the *Long Service Leave Act 1955 (NSW)*, as amended or replaced from time to time.

##### Taking Long Service Leave

- e) Long service leave will be taken by agreement between the employee and the employer having regard for the employer's operational requirements.
- f) Long service leave can be taken in one or more periods, with each period being not less than one day.
- g) The employer will not unreasonably refuse to agree to a request by an employee to take long service leave.

## 6.5 PARENTAL LEAVE

- a) Subject to this this clause **6.5 Parental Leave**, employees will be entitled to parental leave in accordance with and subject to the NES for birth-related leave or adoption leave.
- b) With respect to adoption leave, this should be read to include permanent placement of a child with the employee by order of a court.
- c) In addition to the NES provisions, paid parental leave entitlements apply to employees who lose a child from stillbirth following a period of 20 weeks gestation, or who suffers from the death of an infant during the first 24 months of life.
- d) In addition to both the NES and any entitlements under the Commonwealth Government's Paid Parental Leave (GPPL) scheme as amended from time to time, the employer will provide eligible part-time and full-time employees:
  - i) 10 weeks of paid primary carer parental leave at the employee's ordinary rate of pay; or
  - ii) one week of paid secondary carer parental leave at the employee's ordinary rate of pay; and,
  - iii) up to 42 weeks of unpaid parental leave for the primary carer.
- e) To be eligible for paid parental leave, a part-time or full-time employee must have 12 months of continuous service with the employer.
- f) For the purposes of this clause **6.5 Parental Leave**, a part-time employee accessing paid parental leave shall be paid the weekly ordinary hours at the greater of:
  - i) the average weekly ordinary hours (including all additional ordinary hours) worked over the previous 12 months; or
  - ii) the employer's weekly contracted hours.

For subsequent parental leave periods, a temporary change of hours will not be regarded as a change to an employee's contracted hours.

- g) Casual employees, who have been working for the employer on a regular and systematic basis for at least 12 months and have a reasonable expectation of continuing to work for the employer on such basis, may take up to twelve 12 months unpaid parental leave and may request an additional 12 months unpaid leave, in accordance with the NES.

- h) Paid parental leave may be taken at half pay for double the quantum but paid parental leave must be taken within 12 months of the date of the child's birth or placement with the employee.
- i) Where both the primary and secondary carers work for the employer, the maximum (combined) paid entitlement by the employer will be 11 weeks.
- j) The employer will make required superannuation guarantee contributions in accordance with the relevant rate of the superannuation guarantee up to the 11 weeks of paid parental leave available under this clause **6.5 Parental Leave**.
- k) Where an employee is required to attend pre-natal appointments, only available during the employee's hours of work, the employee shall access their personal leave for such purpose, on production of satisfactory evidence to this effect. Subject to operational convenience and the employee's fitness, the employee will return to work immediately after the appointment.
- l) For a pregnant employee, leave will commence six weeks before the expected date of birth, or earlier if agreed. If the employee is not giving birth, leave starts on the date of birth or placement of a child, or later if agreed.
- m) If a pregnant employee seeks to work during the six weeks before the birth, the employer may request from the employee a medical certificate stating:
  - i) the employee is fit for work; and,
  - ii) if the employee is fit for work, whether it is advisable for the employee to continue in their present position because of illness or risks arising out of the employee's pregnancy or hazards connected with the position which may be harmful to the child.
- n) To be entitled to take parental leave an employee must:
  - i) inform the employer of their intention to take parental leave by giving at least 10 weeks written notice (unless it is not possible to do so);
  - ii) specify the intended start and end dates of the leave;
  - iii) at least four weeks before the intended start date;
    - 1) confirm the intended start and end dates; or

- 2) advise the employer of any changes to the intended start and end dates (unless it is not possible to do so).
- o) The employer may require evidence that would satisfy a reasonable person of the actual or expected date of birth of a child (for example a medical certificate), or the day or expected day of placement of a child under 16.

#### **Keeping in touch days**

- p) Employees on parental leave may wish to access up to 10 'keeping in touch' days (excluding during the period of paid parental leave, but may be during unpaid parental leave and/or during the period they are receiving GPPL payments). A keeping in touch day is when an employee performs work for the employer on a day or part of a day while on a period of approved parental leave.
- q) The employer and employee shall agree to the timing of, and the activities during keeping in touch days.
- r) An employee receives their ordinary rate of pay and accumulates leave entitlements for each keeping in touch day (or part day) worked.

#### **Safe Jobs**

- s) In accordance with the NES, a pregnant employee is entitled to be transferred to an appropriate safe job if they are fit for work but it is inadvisable for them to continue in their usual role. If there is no appropriate safe job available, the employee can take 'no safe job leave'. This leave can be paid or unpaid in accordance with the NES.

### **6.6 COMMUNITY SERVICE LEAVE**

- a) Subject to this clause **6.6 Community Service Leave**, employees will be entitled to be absent from employment whilst engaging in eligible community service activity in accordance with and subject to the NES.
- b) An employee who is a member of a recognised emergency management body, who is required by that organisation to assist, on a voluntary basis, in a critical incident or declared local or state emergency is entitled to up to three days paid leave per calendar year, paid at ordinary rates. This leave does not accrue from year to year and does not apply to casual employees.
- c) Eligible community service activity is defined in the NES and includes:

- i) Jury service (including attendance for jury selection) that is required by or under a law of the Commonwealth, a State, or a Territory; or
  - ii) Voluntary emergency management activity as a member of a recognised emergency management body; or
  - iii) Another activity prescribed by the Act or the Fair Work Regulations.
- d) This would include service with bodies such as the State Emergency Service (SES) or the NSW Rural Fire Service.
- e) Other recognised emergency management bodies may be included at the discretion of the employer taking into consideration:
  - i) a body that has a role or function under a plan that is for coping with emergencies and/or disasters (prepared by the Commonwealth, a State or a Territory);
  - ii) a firefighting, civil defence or rescue body; or,
  - iii) any other body which substantially involves responding to an emergency or natural disaster.
- f) The employee will notify the employer as soon as practicable of the intention to take Community Service Leave and the period, or expected period, of leave to be taken.
- g) The employer may require evidence that an employee is engaging in an eligible community service activity, or of any payment made by a court or government department or agency for jury service (i.e. jury service pay).

## **6.7 JURY SERVICE LEAVE**

- i) For jury service leave, the employer will pay make-up pay to full-time and part-time employees for the first 10 days of selection and jury duty.
- ii) Make-up pay is the difference between any jury duty payment the employee receives (excluding any expense-related allowances) from the court and the employee's base rate of pay for the ordinary hours the employee would have worked.
- iii) Before paying make-up pay, the employer may request evidence from the employee to show that the employee has taken all necessary steps to obtain jury duty pay and the total amount of jury duty pay that has been paid, or will be payable, to the employee for the period.

## 6.8 FAMILY AND DOMESTIC VIOLENCE LEAVE

- a) The employer has a zero tolerance to violence in the workplace and elsewhere. The employer is committed to ensuring that an employee experiencing family and domestic violence has access to timely and appropriate support in their employment that is responsive to their individual circumstances.
- b) Family and Domestic violence leave will be provided in accordance with the NES. This clause **6.8 Family and Domestic Violence Leave** provides additional arrangements.
- c) All employees, including eligible casual employees, are entitled to 15 days of paid family and domestic violence leave in a 12-month period (inclusive of the 10 days provided in accordance with the NES). Reasonable additional paid leave may be available at the discretion of the employer.
- d) The full 15 days leave entitlement will be available to employees on commencement, will renew on their work anniversary and will not accumulate from year to year.
- e) Full-time and part-time employees can take paid family and domestic violence leave at their ordinary rate of pay for the hours they would have worked had they not been on leave.
- f) For paid family and domestic violence leave casual employees will be paid at their ordinary casual rate of pay.
- g) Family and domestic violence leave can be used if an employee needs to do something to deal with the impact of family and domestic violence and it is impractical for the employee to do that thing outside the employee's work hours, for example:
  - i) making arrangements for their safety, or the safety of a close relative (including relocation);
  - ii) attending court hearings;
  - iii) accessing police services;
  - iv) attending counselling; and/or,
  - v) attending appointments with medical, financial, or legal professionals.
- h) Employees are required to advise the employer of their intention to take family and domestic violence leave, as soon as possible. This could be after the leave has started. The employer can ask an employee for evidence to show the employee needs to do something

to deal with family and domestic violence and it's not practical to do that thing outside their hours of work.

- i) An employee who has given the employer notice of the taking of leave under this clause **6.8 Family and Domestic Violence Leave** must, if required by the employer, give the employer evidence that would satisfy a reasonable person that the leave is taken for the purpose specified in clause **6.8 Family and Domestic Violence Leave g)**.
- j) Depending on the circumstances such evidence may include a document issued by the police service, a court or a family violence support service, or a statutory declaration.
- k) The employer must take steps to ensure information concerning any notice an employee has given, or evidence an employee has provided under clause **6.8 Family and Domestic Violence Leave i) and j)**, is treated confidentially, as far as it is reasonably practicable to do so.
- l) Nothing in clause **6.8 Family and Domestic Violence j) and k)** prevents the employer from disclosing information provided by an employee if the disclosure is required by an Australian law or is necessary to protect the life, health or safety of the employee or another person.

## **6.9 FIRST NATIONS CEREMONIAL LEAVE**

- a) This clause **6.9 First Nations Ceremonial Leave** does not apply to casual employees.
- b) An employee who is required by their First Nation Aboriginal and/or Torres Strait Islander cultural tradition to be absent from work for ceremonial purposes will be entitled to take up to 10 days of unpaid ceremonial leave with prior approval per calendar year, non-cumulative.
- c) An employee seeking approval to take ceremonial leave is to provide the employer with as much notice as is reasonably practicable, prior to taking leave. The employer may request evidence of the employee's requirement to take ceremonial leave at any time. Such evidence must be capable of satisfying a reasonable person of the requirement for ceremonial leave.

## **6.10 RELIGIOUS AND CULTURAL LEAVE**

- i) This clause **6.10 Religious and Cultural Leave** does not apply to casual employees.

- ii) The employer values cultural diversity and acknowledges the importance of First Nation Aboriginal and Torres Strait Islanders and other cultural groups' cultural obligations, including the significance of participating in cultural activities.
- iii) Employees (other than casual employees) who identify as religiously or culturally diverse, will be entitled to up to 10 days unpaid leave with prior approval per calendar year, non-cumulative, to follow and practise the requirements of cultural, spiritual or religious beliefs to which they adhere. The employer may require the employee to provide evidence that would satisfy a reasonable person of the purpose for the leave, and approval will be subject to operational requirements.
- iv) Unless impracticable, applications for religious and cultural leave must be made within four weeks of taking religious and cultural leave.
- v) The employer will not unreasonably refuse to agree to a request by an employee to take religious and cultural leave.

#### **6.11 PROFESSIONAL DEVELOPMENT LEAVE**

- a) This clause **6.11 Professional Development Leave** does not apply to casual employees.
- b) A full-time employee is entitled to three days paid professional development and study leave each year.
- c) A part-time or temporary employee is entitled to professional development and study leave on a pro-rata basis.
- d) The employee must make a written request for professional development and study leave at least four weeks before the intended day of leave.
- e) This leave can be used:
  - i) to attend or prepare for exams for a course of study with a recognised institution;
  - ii) to attend a professional continuous course or seminar;
  - iii) for professional development purposes; or,
  - iv) to undertake a nursing placement.
- f) Professional development and study leave will only be approved to attend professional development or courses directly related to an employee's role.

- g) The leave in this clause **6.11 Professional Development Leave** does not accrue from year to year.
- h) Professional development and study leave is paid at the ordinary hourly rate.
- i) A day of professional development or study leave means the employees ordinary rostered hours for the day the leave is approved.

## **6.12 PUBLIC HOLIDAYS**

- a) Designated Public Holidays ('public holidays') are as specified in the Act and the *Public Holidays Act 2010 (NSW)* and are as follows:
  - i) New Year's Day, Good Friday, Easter Saturday, Easter Sunday, Easter Monday, Christmas Day and Boxing Day, Australia Day, ANZAC Day, the King's Birthday and Labour Day.
  - ii) Where a public holiday is declared or prescribed on a day other than those listed in clause **6.12 Public Holidays a) i)** above (not including days declared or prescribed in substitution for one of those days), this additional day shall constitute an additional holiday for the purpose of this Agreement.
  - iii) In addition to clause **6.12 Public Holidays a) i) and ii)** employees will be entitled to one additional public holiday each year. The employer will notify employees of the date this holiday will be observed by 1 July each year, which may be the same date or different dates across Residential Aged Care, Home & Community Support, and Retirement Living (for the avoidance of doubt, where different dates are observed across Residential Aged Care, Home & Community Support, and Retirement Living in a year, an employee will only be entitled to one additional public holiday in the year, not multiple). This holiday will not apply in areas where an additional local public holiday is observed. The day may be observed:
    - 1) On a day between Christmas and New Year that is not gazetted as a public holiday; or
    - 2) On the day the August Bank Holiday is gazetted to be observed.
- b) An employee is entitled to be absent from their employment on a public holiday. Subject to the Act, the employer may request an employee work on public holidays (including the

additional public holiday) (or days declared or prescribed in substitution for one of those days, as the case may be) in accordance with the roster.

- c) Approved ordinary hours worked on a public holiday (including the additional public holiday) (or on a day declared or prescribed in substitution for one of those days, but not both) will be paid at the appropriate penalty rate below. The percentages outlined in the table below are based on the ordinary rates of pay.

Shift	Shift Description	Rate
Public Holiday Worked	Hours worked between 00:00 and 23:59	250%

- d) For casual employees, the penalty rate in this clause **6.12 Public Holidays** applies to the ordinary casual rate of pay.
- e) An employee, other than a casual employee, is entitled to be paid for being absent on public holidays prescribed by the law of the State in which the employee is based for work purposes, provided the public holiday falls on a day that the employee would otherwise work. For the purposes of this clause **6.12 Public Holidays e)**, an employee on a variable roster “would otherwise work” a particular day if, over the preceding six months, they have worked that day at least 50% of the time.
- f) The rates in this this clause **6.12 Public Holidays** are paid in substitution for and not in addition to shift penalties in clause **4.11 Shiftwork** and weekend penalties in clause **4.12 Weekend Work**. which would otherwise be payable had the shift not been on a public holiday.
- g) Clause **4.6 Overtime** provides for the rates applicable to overtime worked on a public holiday.

#### **Public Holiday Substitution**

- h) The employer and an employee may agree to recognise another day, or part-day, for a day or part day (as the case may be) that would otherwise be a public holiday under this clause **6.12 Public Holidays**.

#### **Public Holidays occurring on rostered days off**

- i) A full-time Nursing Stream employee shall receive equal to a day’s ordinary pay (calculated at the ordinary rate of pay) for public holidays that occur on their rostered day off except

where the public holidays fall on Saturday or Sunday with respect to Monday to Friday employees.

### **6.13 UNION TRAINING LEAVE / WORKPLACE REPRESENTATIVE RIGHTS AND ENTITLEMENTS**

- j) The employer will ensure that a workplace delegate (as defined in the Fair Work Act) is afforded:
  - i) a right, in paid time, to represent the industrial interests of current and prospective members of the union or employee organisation, including;
    - 1) consultation about major workplace change;
    - 2) consultation about changes to rosters or hours of work;
    - 3) resolution of disputes;
    - 4) disciplinary processes;
    - 5) enterprise bargaining where the workplace delegate has been appointed as a bargaining representative under section 176 of the Act or is assisting the delegate's organisation with enterprise bargaining; and/or
    - 6) any process or procedure within an award, enterprise agreement or policy of the employer under which eligible employees are entitled to be represented, and which concerns their industrial interests.
  - ii) reasonable communication, including through the use of work email, with current and prospective members of the union or employee organisation in relation to their industrial interests. A workplace delegate may communicate with eligible employees during working hours or work breaks, or before or after work;
  - iii) reasonable access to the workplace and workplace facilities to conduct their duties as workplace delegates, including;
    - 1) a room or area to hold discussions that is fit for purpose, private and accessible by the workplace delegate and eligible employees;
    - 2) a physical or electronic noticeboard;
    - 3) electronic means of communication ordinarily used in the workplace by the employer to communicate with eligible employees and by eligible employees to communicate with each other, including access to Wi-Fi;

- 4) a lockable filing cabinet or other secure document storage area;
  - 5) office facilities and equipment including printers, scanners and photocopiers;  
and
  - 6) reasonable access to notice boards or the employer will publish links to electronic notice boards which are accessible to employees for the purpose of local employee union delegates posting information relating to the observance, application and operation of the Agreement and union events or meetings.
- iv) The employer will provide five days of paid training leave to each workplace representative in the initial year of appointment as a workplace delegate, and three days paid training leave to each workplace representative in subsequent calendar years, to attend training or conferences or meetings provided by their union.
  - v) The employer is not required to provide access to paid time for training to more than one workplace delegate per 50 eligible employees.
  - vi) Payment for a day of paid time during normal working hours is payment of the amount the workplace delegate would have been paid for the hours the workplace delegate would have been rostered or required to work on that day if the delegate had not been absent from work to attend the training. This leave is not cumulative year to year.
  - vii) To access union training leave, the delegate must:
    - 1) be confirmed in writing by the relevant union as a delegate;
    - 2) notify the employer of the intention to take the leave at least four weeks prior to the day or days on which leave is sought to be taken (notwithstanding this requirement, the employer will not unreasonably refuse requests made at shorter notice if operationally viable); and
    - 3) provide details of the nature of the training or event to be undertaken.
  - viii) The employer will approve such leave where it is operationally viable to release the employee. The employer will not unreasonably refuse such leave requests. The employer will respond to requests not less than two weeks from the day on which the training or event is to be undertaken.

- ix) The employer will not be responsible for any costs associated with the employee attending the training including but not limited to travel, accommodation, meals, training fees or resources.
- x) The workplace delegate must, within seven days after the day on which the training ends, provide the employer with evidence that would satisfy a reasonable person of their attendance at the training.

#### **6.14 RIGHT TO DISCONNECT**

- a) An employee may refuse to monitor, read or respond to contact, or attempted contact, from the employer outside of the employee's working hours unless the refusal is unreasonable.
- b) An employee may refuse to monitor, read or respond to contact, or attempted contact, from a third party if the contact or attempted contact relates to their work and is outside of the employee's working hours unless the refusal is unreasonable.
- c) Without limiting the matters that may be taken into account in determining whether a refusal is unreasonable for the purposes of clause **6.14 Right to Disconnect a) and b)**, the following must be taken into account:
  - i) the reason for the contact or attempted contact;
  - ii) how the contact or attempted contact is made and the level of disruption the contact or attempted contact causes the employee;
  - iii) the extent to which the employee is compensated (for example, whether or not the employee is being paid the on-call allowance):
    - 1) to remain available to perform work during the period in which the contact or attempted contact is made; or
    - 2) for working additional hours outside of the employee's ordinary hours of work.
  - iv) the nature of the employee's role and the employee's level of responsibility;
  - v) the employee's personal circumstances (including family or caring responsibilities).

#### **6.15 PURCHASED LEAVE**

- a) An employee may apply to purchase up to four weeks additional annual leave every 12 months, to be taken within that 12-month period.

- b) If approved, the accrual of the purchased leave will be offset by a proportionate reduction in the employee's ordinary rate of pay and the reduced ordinary rate of pay will then apply for all purposes of this Agreement unless and until the purchased leave arrangement ends.
- c) The maximum total of accrued leave per year must not exceed eight weeks, including purchased annual leave.
- d) Purchased annual leave counts as service for all purposes and the purchase of additional leave does not include access to annual leave loading for the purchased leave.
- e) Additional annual leave must be paid for in full before the elected leave dates begin.
- f) The approval of purchased leave is at management discretion and applications are considered in line with operational requirements.

#### **6.16 INFECTIOUS ILLNESS LEAVE**

- a) Part-time and full-time employees with at least 12 months' continuous service with the employer are entitled to two days of paid infectious illness leave in each service year, paid at the employee's ordinary rate of pay for the ordinary hours they would have worked during the leave, and in accordance with the following:
  - i) Paid infectious illness leave is available where a part-time or full-time employee is unfit for work due to infectious illness/disease. The employee is required to provide evidence of their infectious illness/disease to the satisfaction of the employer (e.g. medical certificate confirming the employee's infectious illness/disease, or a current Rapid Antigen Test result confirming the employee's positive status to COVID-19 and/or influenza and/or RSV).
  - ii) Employees are required to exhaust their paid personal leave entitlements prior to applying for paid infectious illness leave, unless the employee's infectious illness/disease reasonably correlates to an infectious illness/disease outbreak in their workplace (when notified by the employer to a public health unit (PHU)).
  - iii) Infectious illness leave is non-cumulative (does not accumulate from year to year) and is not paid out on termination of employment.
  - iv) Infectious illness/disease is defined as COVID-19, influenza, RSV, gastroenteritis, or any other infectious illness/disease that is notified to the local public health unit (PHU) by the employer as an infectious illness/disease outbreak.

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## Part 7 - TERMINATION AND REDUNDANCY

### 7.1 NOTICE PERIOD

- a) The employer must give notice of termination in accordance with the NES and this clause **7.1 Notice Period**.
- b) This clause **7.1 Notice Period** does not apply where employment is terminated for serious misconduct.
- c) This clause **7.1 Notice Period** does not apply to casual employees, or to employees engaged on a temporary basis for a specific period of time or a specific task, and the period of time or the specific task ends.
- d) The following period of notice shall apply to both resignations by an employee and the termination of an employee's employment by the employer:

Period of Continuous Service	Notice Period (employee aged under 45)	Notice Period (employee aged over 45)
1 year or less	1 week	1 week
1 year, but not more than 2 years	2 weeks	2 weeks
More than 2 years, but not more than 3 years	2 weeks	3 weeks
More than 3 years, but not more than 5 years	3 weeks	4 weeks
More than 5 years	4 weeks	5 weeks

- e) Provided an employee aged over 45 years must only give the notice required on the same terms as an employee aged under 45 years.
- f) As an alternative to clause **7.1 Notice Period d)**, the employer may terminate employment by paying the employee the notice period in lieu of working the notice period (or a remaining portion thereof).
- g) When notice of termination of employment has been given by an employee or an employee has been terminated by the employer, payment of all wages and other monies

owing to the employee will be made to the employee in the fortnightly pay run following the date of termination.

- h) The employer may elect to make payment in lieu of notice prescribed by this **7.1 Notice Period** in accordance with the NES.

## 7.2 REDUNDANCY PAY

- a) Eligibility and payment for redundancy pay will be accordance with the NES and this clause **7.2 Redundancy Pay**. For clarity, redundancy pay does not apply to casual employees and employees employed under fixed-term and/or maximum term employment categories.

Period of Continuous Service	Redundancy Pay
At least 1 year but less than 2 years	4 weeks
At least 2 years but less than 3 years	6 weeks
At least 3 years but less than 4 years	7 weeks
At least 4 years but less than 5 years	8 weeks
At least 5 years but less than 6 years	10 weeks
At least 6 years but less than 7 years	11 weeks
At least 7 years but less than 8 years	13 weeks
At least 8 years but less than 9 years	14 weeks
At least 9 years	16 weeks

- b) Redundancy pay is in addition to any notice entitlement outlined in clause **7.1 Notice Period**.

## 7.3 TRANSFER TO LOWER-LEVEL DUTIES ON REDUNDANCY

- a) This clause **7.3 Transfer to Lower-Level Duties on Redundancy** applies if, because of redundancy, an employee is transferred to new duties to which a lower ordinary rate of pay applies.
- b) The employer may:

- i) give the employee notice of the transfer of at least the same length as the employee would be entitled to under clause **7.1 Notice Period d)** as if it were a notice of termination given by the employer; or
- ii) transfer the employee to the new duties without giving notice of transfer or before the expiry of a notice of transfer, provided that the employer pays the employee as set out in clause **7.3 Transfer to Lower-Level Duties on Redundancy b) iii)**.
- iii) If the employer acts as mentioned in clause **7.3 Transfer to Lower-Level Duties on Redundancy b) ii)**, the employee is entitled to a payment of an amount equal to the difference between the ordinary rate of pay of the employee (inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) for the hours of work the employee would have worked in the first role and the ordinary rate of pay (also inclusive of all-purpose allowances, shift rates and penalty rates applicable to ordinary hours) of the employee in the second role for the period for which notice was not given.

#### **7.4 JOB SEARCH**

- a) Where the employer has given notice of redundancy to an employee, the employee will be allowed time off without loss of pay of up to one day (7.6 hours) during the notice period for the purpose of seeking other employment.
- b) The time off under clause **7.4 Job Search a)** is to be taken at a time that is convenient to the employee after consultation with the employer.
- c) The employer may require evidence to confirm the nature of the job search activities undertaken by the employee during the time off.

## SIGNATORIES TO AGREEMENT

Signed for RSL Care RDNS Limited ACN 010 488 454 (trading as Bolton Clarke):

In the presence of:



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(Signature)

Mel Leahy

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(print name)

Chief People Officer

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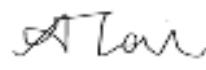
(position)

Level 3, 44 Musk Avenue

Kelvin Grove QLD 4059

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(address)



---

(witness to sign)

Audrey Tovi

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(print name)

Signed for the Australian Nursing and Midwifery Federation as a Nominated Bargaining Representative:



.....

Shaye Candish  
Branch Secretary  
Australian Nursing and Midwifery Federation  
New South Wales Branch  
50 O'Dea Ave  
WATERLOO NSW 2017  
3 July 2025



.....

WITNESS  
Michael Whaites  
50 O'Dea Ave, Waterloo  
3 July 2025

*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.*

Signed for the Health Services Union New South Wales Branch (HSU) as a Nominated Bargaining Representative:

In the presence of:



(Signature)



(witness to sign)

LAUREN HUTCHINS

(print name)

Emily Welling

(print name)

ASSISTANT SECRETARY

(position)

2/109 PITT ST, SYDNEY

(address)

## Schedule 1 - Wage Rates

### Administration Stream

Classification	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Administration Stream Level 1	<i>Entry Level (Unqualified)</i>	<i>Administration Assistant, Receptionist</i>	\$28.70	\$29.63	\$30.59
Administration Stream Level 2	<i>Certificate III or equivalent; By appointment only</i>	<i>Administration Officer</i>	\$30.09	\$31.07	\$32.08
Administration Stream Level 3	<i>Certificate IV or equivalent; By appointment only</i>	<i>Senior Administration Officer, Roster Coordinator, Scheduling Coordinator</i>	\$32.27	\$33.32	\$34.40
Administration Stream Level 4	<i>Diploma or equivalent; By appointment only; Supervisory responsibilities</i>	<i>Office Manager, Administration Manager</i>	\$33.20	\$34.28	\$35.39

## Allied Health Stream

Classification	Year Level	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Allied Health Stream Grade 1	1	Entry Level – Graduate (degree)	Physiotherapist, Podiatrist, Occupational Therapist, Diversional Therapist	\$38.81	\$40.07	\$41.37
Allied Health Stream Grade 2	1	Experienced		\$43.39	\$44.80	\$46.26
	2			\$44.15	\$45.58	\$47.06
	3			\$46.12	\$47.62	\$49.17
	4			\$46.27	\$47.77	\$49.32
Allied Health Stream Grade 3	1	Senior		\$46.43	\$47.94	\$49.50
	2			\$47.60	\$49.15	\$50.75
	3			\$48.77	\$50.36	\$52.00
	4			\$49.95	\$51.57	\$53.25
Allied Health Stream Grade 4	1	Team Leader	Allied Health Professional Team Leader	\$55.30	\$57.10	\$58.96
	2			\$56.74	\$58.58	\$60.48
	3			\$62.87	\$64.91	\$67.02
	4			\$68.12	\$70.33	\$72.62

## Care Stream

Classification	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Care Stream Level 1	Entry Level <i>(Unqualified)</i>	Personal Care Worker <i>(Unqualified)</i>	\$32.75	\$33.81	\$34.91
Care Stream Level 2	Qualified <i>(min. Certificate III)</i>	Personal Care Worker <i>(Qualified)</i>	\$33.90	\$35.00	\$36.14
	Care Champion; <i>By appointment only</i>	Care Champion <i>(RAC only)</i>	\$36.22	\$37.40	\$38.62
Care Stream Level 3	Senior <i>(Qualified &amp; 4+ years experience)</i>	Personal Care Worker <i>(Senior)</i>	\$34.84	\$35.97	\$37.14
	Care Champion; <i>By appointment only</i>	Care Champion <i>(RAC only)</i>	\$36.22	\$37.40	\$38.62
Care Stream Level 4	Specialist <i>(Certificate IV); By appointment only</i>	Personal Care Worker <i>(Specialised)</i>	\$37.53	\$38.75	\$40.01
Care Stream Level 5	Team Leader <i>(Certificate IV); By appointment only;  Supervisory Responsibilities</i>	Personal Care Worker  Team Leader	\$39.40	\$40.68	\$42.00

## Hospitality Stream

Classification	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Hospitality Stream Level 1	Entry Level (Unqualified)	Hospitality Assistant - Food Services/ Laundry/ Cleaning, Barista, Bus Driver	\$28.64	\$29.57	\$30.53
Hospitality Stream Level 2A	Qualified (Certificate III)	Cook	\$28.97	\$29.91	\$30.88
Hospitality Stream Level 2B Most Senior		Most Senior Cook	\$33.05	\$34.12	\$35.23
Hospitality Stream Level 3A	Trade Qualified	Chef	\$30.01	\$30.99	\$32.00
Hospitality Stream Level 3B Most Senior		Most Senior Chef	\$34.19	\$35.30	\$36.45
Hospitality Stream Level 4A	Post Trade Qualified	Senior Chef	\$31.63	\$32.66	\$33.72
Hospitality Stream Level 4B Most Senior		Most Senior Chef	\$35.32	\$36.47	\$37.66
Hospitality Stream Level 5A	Post Trade Qualified; Supervisory Responsibilities	Chef Manager, Catering Manager, Hospitality Team Leader	\$32.19	\$33.24	\$34.32
Hospitality Stream Level 5B Most Senior		Most Senior Chef Manager, Catering Manager	\$35.95	\$37.12	\$38.33

## Lifestyle Stream

Classification	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Lifestyle Stream Level 1	Entry Level (Unqualified)	Lifestyle Assistant (Unqualified)	\$32.53	\$33.59	\$34.68
Lifestyle Stream Level 2	Qualified (min. Certificate III)	Lifestyle Assistant (Qualified)	\$33.27	\$34.35	\$35.47
Lifestyle Stream Level 3	Senior (Qualified & 4+ years experience)	Lifestyle Assistant (Senior)	\$34.20	\$35.31	\$36.46
Lifestyle Stream Level 4	Specialist (Certificate IV); By appointment only	Lifestyle Coordinator (Specialist)	\$35.43	\$36.58	\$37.77
Lifestyle Stream Level 5	Team Leader By appointment only; Supervisory Responsibilities	Lifestyle Team Leader	\$38.05	\$39.29	\$40.57

## Maintenance Stream

Classification	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Maintenance Stream Level 1	<i>Entry Level (Unqualified)</i>	<i>Labourer, Gardener</i>	\$27.57	\$28.47	\$29.40
Maintenance Stream Level 2	<i>Trade Qualified or Certificate III</i>	<i>Maintenance Officer, Handyperson</i>	\$29.03	\$29.97	\$30.94
Maintenance Stream Level 3	<i>Post Trade Qualified; By appointment only</i>	<i>Advanced Maintenance Officer</i>	\$31.63	\$32.66	\$33.72
Maintenance Stream Level 4	<i>Post Trade Qualified; By appointment only; Supervisory Responsibilities</i>	<i>Maintenance Team Leader</i>	\$32.19	\$33.24	\$34.32

## Nursing Stream

Classification	Pay Point	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Enrolled Nurse	1	<i>(first year)</i>	<i>Enrolled Nurse</i>	\$36.67	\$37.86	\$39.09
	2	<i>(1+ years)</i>	<i>Enrolled Nurse (medication endorsed)</i>	\$38.17	\$39.41	\$40.69
Registered Nurse Level 1	1	<i>(first year)</i>	<i>Registered Nurse</i>	\$39.67	\$40.96	\$42.29
	2	<i>(1-4 years)</i>		\$44.51	\$45.96	\$47.45
	3	<i>(4+ years)</i>		\$51.58	\$53.26	\$54.99
Registered Nurse Level 2	1	<i>(first year)</i>	<i>HCS: Care Manager Clinical, Clinical Coordinator PEACH RAC: Clinical Nurse Specialist By appointment only</i>	\$51.73	\$53.41	\$55.15
	2	<i>(1+ years)</i>		\$54.68	\$56.46	\$58.29
Registered Nurse Level 3A	1	<i>(first year)</i>	<i>RAC: Clinical Nurse Leader &lt; 65 beds By appointment only</i>	\$55.70	\$57.51	\$59.38
	2	<i>(1+ years)</i>		\$56.76	\$58.60	\$60.50

Classification	Pay Point	Description	Indicative roles	Year 1 <i>(rates apply from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(rates apply from first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(rates apply from first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
Registered Nurse Level 3B	1	<i>(first year)</i>	RAC: Clinical Nurse Leader > 65 beds HCS: Ops Quality Manager	\$57.82	\$59.70	\$61.64
	2	<i>(1+ years)</i>	By appointment only	\$58.88	\$60.79	\$62.77
Registered Nurse Level 4A	1	<i>(first year)</i>	HCS: Clinical Team Manager RAC: Care Manager	\$61.15	\$63.14	\$65.19
	2	<i>(1+ years)</i>	(< 65 beds) By appointment only	\$63.41	\$65.47	\$67.60
Registered Nurse Level 4B	1	<i>(first year)</i>	RAC: Care Manager (> 65 beds)	\$64.00	\$66.08	\$68.23
	2	<i>(1+ years)</i>	By appointment only	\$64.59	\$66.69	\$68.86
Nurse Practitioner	1	<i>(first year)</i>	Nurse Practitioner	\$63.61	\$65.68	\$67.81
	2	<i>(1+ years)</i>		\$64.90	\$67.01	\$69.19

## Schedule 2 – Allowances

Allowance Description	Year 1 <i>(applies from the first full pay period on or after the Agreement operative date)</i>	Year 2 <i>(applies from the first full pay period on or after the 1-year anniversary of the Agreement operative date)</i>	Year 3 <i>(applies from the first full pay period on or after the 2-year anniversary of the Agreement operative date)</i>
In Charge Allowance (100 beds or more) - per shift	\$44.60	\$46.05	\$47.55
In Charge Allowance (less than 100 beds) - per shift	\$27.69	\$28.59	\$29.52
Motor Vehicle Allowance – per kilometre	\$0.99	\$1.02	\$1.06
Uniform Allowance (Nursing Stream and Care Stream) - per hour	\$0.46	\$0.48	\$0.49
Uniform Allowance (all other streams/classifications) - per hour	\$0.19	\$0.20	\$0.21
Laundry Allowance (Nursing Stream and Care Stream) - per hour	\$0.17	\$0.18	\$0.19
Laundry Allowance (all other streams/classifications) - per hour	\$0.05	\$0.06	\$0.07
On-Call Allowance (weekdays) - per 24-hour period	\$26.43	\$27.29	\$28.18
On-Call Allowance (weekends and public holidays) - per 24-hour period	\$49.35	\$50.96	\$52.61
Overtime Meal Allowance (>1 hours overtime & after 4 hours overtime) - per occasion	\$16.20	\$16.73	\$17.27
Broken Shift Allowance (with 1 unpaid break) - per broken shift	\$20.12	\$20.77	\$21.45
Broken Shift Allowance (with 2 unpaid breaks) - per broken shift	\$26.63	\$27.50	\$28.39
Nauseous Linen Allowance - per hour, part thereof	\$0.58	\$0.60	\$0.62
Qualifications Allowance (RN, post-graduate certificate) – per hour	\$0.61	\$0.63	\$0.65
Qualifications Allowance (RN, post-graduate diploma/degree) - per hour	\$1.02	\$1.05	\$1.09
Qualifications Allowance (RN, post-graduate masters/doctorate) - per hour	\$1.22	\$1.26	\$1.30
Qualifications Allowance (EN, additional certificate IV) - per hour	\$0.41	\$0.42	\$0.43
Leading Hand Allowance (2-5 employees) - per hour	\$0.81	\$0.84	\$0.87
Leading Hand Allowance (6-10 employees) – per hour	\$1.16	\$1.20	\$1.24
Leading Hand Allowance (11-15 employees) - per hour	\$1.47	\$1.51	\$1.56
Leading Hand Allowance (16 employees or more) - per hour	\$1.79	\$1.85	\$1.91

Sleepover Allowance (commencing Sunday - Thursday nights) - per occasion	\$65.00	\$67.11	\$69.29
Sleepover Allowance (commencing Friday or Saturday nights) - per occasion	\$85.00	\$87.76	\$90.61
Sleepover Allowance (commencing on public holiday nights) - per occasion	\$105.00	\$108.41	\$111.94
Medication Assist Allowance – per hour	\$0.85	\$0.88	\$0.91

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## Schedule 3 – Classification Descriptors

### Administration Stream

#### Administration Stream - Level 1

*Award Mapping: Aged Care Award Level 3*

##### Experience

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

##### Level of Supervision/Responsibility

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

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

##### Indicative Tasks or Duties

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

- reception duties responding to enquiries as appropriate, consistent with the acquired knowledge of the organisation's operations and services where presentation, and use of interpersonal skills, are a key aspect of the position;
- operation of communications technology, telephone equipment, personal computer, printing and scanning devices;
- word processing, copy typing and audio typing;
- make appointments, organise meeting rooms, including conference calls and associated equipment;
- provide general advice and information on the organisation's products and services, e.g. front counter/telephone;
- enter and retrieve data; and

- assisting with day-to-day compliance such as zipline, infection control, signing in visitors and vaccination certificates.

Indicative Roles: Administration Assistant, Receptionist

## **Administration Stream - Level 2**

*Award Mapping: Aged Care Award Level 4*

### Experience

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

Employees are appointed to this level by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when the employee is required to perform these duties on a continuing basis.

### Level of Supervision/Responsibility

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

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

### Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- provide information on the organisation's products and services;
- respond to customer/public/supplier problems within own functional area utilising a high degree of interpersonal skills;
- provide multiple services to customers (including service advice for a range of products or services, and difficult complaint enquiries);
- utilise computer software packages to either:
  - create new files and records;

- maintain computer-based records management systems; and
- identify and extract information from internal and external sources.
- make appointments; screen telephone calls; respond to invitations; organise internal meetings; establish and maintain reference lists/personal contact systems.

Indicative Roles: Administration Officer, Administration Intake.

### **Administration Stream - Level 3**

*Award Mapping: Aged Care Award Level 5*

#### Experience

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

Employees are appointed to this level by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

#### Level of Supervision/Responsibility

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

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

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

#### Indicative Tasks or Duties

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

- apply knowledge of organisation's objectives and general understanding of the aged care industry;

- provide reports for management in any or all of the following areas:
  - accounting and financial;
  - human resources and rostering;
  - legislative/regulatory requirements; and
  - other company activities.
- escalate salary and payroll enquiries;
- responsible for making decisions in relation to specific, complex customer enquiries, taking responsibility for the outcomes of customer contact and escalating complex situations to appropriate line manager when necessary;
- communicate with customers on a regular basis to ensure that services meet their needs, issues are addressed in a timely manner and formal complaints or concerns are dealt with professionally and efficiently;
- may assist with supervision of others;
- responsible for ensuring that relevant quality and customer service standards of the employer are observed; and
- implement / assist with coordination of day-to-day site compliance measures such as zipline, infection control, signing in visitors, vaccination certificates, etc.

Indicative Role: Senior Administration Officer, Roster/Scheduling Coordinator, Service Coordinator

## **Administration Stream - Level 4**

*Award Mapping: Aged Care Award Level 7*

### Experience

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

Employees are appointed to this level by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

### Level of Supervision/Responsibility

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

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

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

#### Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 3 employee. An employee at this level will manage administrative and customer service functions. This includes:

- apply knowledge of organisation's objectives and understanding of the aged care industry;
- manage and provide timely and accurate reports for the below administrative functions:
  - site's account/financial requirements;
  - human resources and rostering trends and outcomes;
  - legislative/regulatory requirements;
  - resident admission functions;
  - establish team practices and procedures to administer Aged Care Quality & Safety Standards compliance;
  - participate in auditing and review processes in order to improve and maintain service delivery, including Quality & Safety System Support;
  - participate in the analysis of trends, evaluations and action of outcomes (e.g. financial, compliments and complaints etc.); and
  - coordinate the site volunteer program.

- responsible for making decisions in relation to specific, complex customer enquiries, taking responsibility for the outcomes of customer contact and escalating to the appropriate line manager more complex situations;
- provide leadership and supervision of the day-to-day activities of the staff reporting to their position, including work allocation, rostering, guidance, training and performance management;
- the coordination of day-to-day compliance such as recording of employee time and attendance, infection control screening, signing in visitors, sighting vaccination certificates.
- Oversee site employee rostering including:
  - coordination of rolling fortnightly rosters, shift swaps and staff changes, ensuring all shifts are filled in a timely manner;
  - coordination of buddy shifts for new staff, liaising with the People and Culture team and Program Area Coordinators as required;
  - ensure rostering practices and procedures meet all required industrial and regulatory requirements;
  - liaison with employees to build a positive relationship to optimise resources; and
  - utilisation of rostering platforms.

Indicative Roles: Administration Manager, Administration Team Leader

## Allied Health Stream

### Allied Health Stream - Grade 1

*Award Mapping: Health Professional Level 1 Pay point 4*

A Grade 1 employee will progress to Grade 2 after one full year of employment

#### Experience

Grade 1 is the entry level for allied health professionals who hold a degree or higher-level qualification and who meet the requirement to practise as an allied health professional in accordance with the relevant professional association's rules.

#### Level of Supervision/Responsibility

Positions at Grade 1 are regarded as 'entry level' allied health professionals. It is also the level for the early stages of the career of a health professional, where professional supervision may still be required. Employees at this grade are expected to work semi-autonomously or effectively as a member of a multidisciplinary team, which may also involve supervision from a more experienced allied health professional.

## **Allied Health Stream - Grade 2**

*Award Mapping: Health Professional Level 2*

Employees are appointed to Grade 2 by appointment depending on their experience and qualifications by a selection process, or by reclassification from Grade 1 after one full year of employment.

### Experience

This grade is for allied health professionals who hold a degree or higher-level qualification and are experienced health professionals.

### Level of Supervision/Responsibility

An allied health professional at this grade works independently and is required to exercise independent judgment on routine professional matters. They may require professional guidance or supervision from more senior members of their profession or clinical governance team when performing novel, complex, or critical tasks.

Employees at this grade are expected to work autonomously and/or effectively as a member of a multidisciplinary team.

### Indicative Tasks or Duties

An employee at this grade:

- may be required to provide professional supervision to Allied Health Assistants where employed;
- demonstrates a commitment to continuing professional development and may contribute to workplace education through provision of seminars, lectures or in-services;
- may be actively involved in quality improvement activities or research;
- contributes to the evaluation and analysis of guidelines, policies and procedures applicable to their clinical/professional work; and
- may be required to contribute to the supervision of discipline specific students and graduates.

## Allied Health Stream - Grade 3

*Award Mapping: Health Professional Level 3*

Employees are appointed to Grade 3 by appointment depending on their experience and qualifications by a selection process, or by reclassification from a lower grade when the employee is required to perform these duties on a continuing basis. Positions at this level are established subject to the employer's requirements.

### Experience

This grade is for allied health professionals who hold a degree or higher-level post-graduate qualification and possess significant experience as a registered health professional.

### Level of Supervision/Responsibility

An Allied Health Professional at this grade would be experienced and be able to independently apply professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. Employees at this grade are also expected to work effectively as a member of a multidisciplinary team. At this grade health professionals will have additional responsibilities.

### Indicative Tasks or Duties

An employee at this grade:

- works in an area that requires high levels of specialist knowledge and skill as recognised by the employer;
- is actively contributing to the development of professional knowledge and skills in their field of work as demonstrated by positive impacts on service delivery, positive referral patterns to area of expertise and/or quantifiable/measurable improvements in health outcomes;
- may be a sole discipline specific health professional in a metropolitan, regional or rural setting who practices in professional isolation from health professionals from the same discipline;
- is performing across a number of recognised specialties within a discipline;
- may be required to provide professional supervision to less experienced health professionals and Allied Health Assistants;
- may be required to plan and implement care plans for clients with complex clinical needs;

- may be accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their clients and communities;
- may be responsible for providing regular feedback and appraisals for senior staff to improve health outcomes for customers and for maintaining a performance management system; and
- is responsible for providing support for the efficient, cost effective and timely delivery of services.

## **Allied Health Stream - Grade 4**

*Award Mapping: Health Professional Level 4*

Employees are appointed to Grade 4 by appointment depending on their experience and qualifications by a selection process, or by reclassification from a lower level when the employee is required to perform these duties on a continuing basis. Positions at this level are established subject to the employer's requirements.

### Experience

This grade is for health professionals who hold a degree or higher-level post-graduate qualification and have a proven record of achievement at a senior professional level.

### Level of Supervision/Responsibility

An Allied Health Professional at this level applies a high level of professional knowledge and judgment when performing novel, complex, or critical tasks specific to their discipline. Employees at this level are expected to provide leadership and work effectively as a member of a multidisciplinary team.

### Indicative Tasks or Duties

An employee at this grade:

- manages the quality management framework, model of care and continuous improvement to ensure care standards are met;
- is accountable for allocation and/or expenditure of resources and ensuring targets are met and is responsible for ensuring optimal budget outcomes for their clients and communities;
- resolves complex issues;
- oversees direct and indirect allied health services to clients;
- ensures client records, incidents and complaints are documented and maintained correctly and participate in any investigations as required;

- supervises and supports staff and/or volunteers reporting to this position, including competency assessment and identification of training needs;
- evaluates and develops direct reports through assessment, review, and regular coaching conversations regarding their performance promoting a culture of service delivery that aims to improve the health outcomes, independence and/or lifestyle experiences of customers.

#### List of Allied Health Professions

The list of allied health professionals covered by this classification structure are those contained within Schedule B of the *Health Professionals and Support Services Award 2020*. For the employees covered by this Agreement, the following is an indicative list:

- Diversional Therapist
- Occupational Therapist
- Physiotherapist
- Podiatrist
- Psychologist
- Social Worker
- Speech Pathologist

### **Care Stream**

A care stream employee is an employee whose primary role is to provide direct care to residents or provide home care to aged care clients.

#### **Care Stream - Level 1**

*Award Mapping: Aged Care Award Direct Care Level 2 & SCHADS Award Aged Care Level 2*

#### Experience

Employees at Level 1 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks and Duties

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

- Provide direct personal care and follow personal care plans for residents and/or customers usually under some or limited supervision from more senior employees
- Identify and report changes in customers' circumstances and capacity to more senior employees
- undertake home care and domestic duties such as:
  - assist with daily living activities, personal hygiene, physical, administrative and cognitive needs
  - lay out clothes and assist in dressing,
  - make beds and tidy rooms,
  - store clothes and clean wardrobes,
  - assist customers with food and beverages,
  - accompany customers on outings and/or shopping and
  - assist organise appointments for customers.

#### Indicative Roles: Personal Care Worker (Unqualified)

### **Care Stream - Level 2**

*Award Mapping: Aged Care Award Direct Care Level 3 & SCHADS Award Aged Care Level 3*

#### Experience

Employees at Level 2 are required to have completed a relevant Certificate III level qualification, such as the Certificate III Individual Support (Ageing). A Level 1 employee will progress to Level 2 upon the

successful completion of a relevant qualification and on production of evidence of that qualification to the satisfaction of the employer.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- under supervision, provide assistance to more senior employees in attending to the personal care needs of customers, with particular emphasis on those customers requiring extra help due to specific physical limitations or frailty;
- provision of manual handling to assist customers with daily tasks;
- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care;
- supervise daily hygiene of customers (e.g. showers or baths, shaving, cutting nails);
- assist customers with their aids (e.g. put on surgical/support stockings);
- assist with medication in accordance with the employee's competence/qualifications and in accordance with relevant employer policies and procedures;
- report changes in customers' circumstances, requiring a higher-level knowledge of common health conditions, to more senior staff members in a timely and proactive manner; and
- may need to assist customers with financial transactions in accordance with relevant employer Policies and Procedures.

#### Indicative Tasks or Duties – Care Champion (RAC only)

The tasks/duties/skills listed below are indicative of those additional tasks/duties/skills which may also be performed by a designated Care Champion who is appointed at this level:

- advocate for residents' wellbeing and care through exceptional customer service and collaboration between residents, families, and the home's care team;
- enable high quality care and support to residents in all aspects of their daily living;
- be a champion of best practice person centred approaches to care collaboratively;
- maintain a schedule of proactive checking-in to ensure residents are comfortable, and individual needs are being addressed;
- share knowledge and skills with colleagues and mentor new staff;
- enhance residents' wellbeing and care through building relationships with residents and their families; and
- ensure call bells and other requests by residents and families are being met in a timely way.

Indicative Roles: Personal Care Worker, Care Champion

### Care Stream - Level 3

*Award Mapping: Aged Care Award Direct Care Level 3 & SCHADS Award Aged Care Level 3 (until 31 Dec 2028); Aged Care Award Direct Care Level 4 & SCHADS Award Aged Care Level 4 (from 1 Jan 2029)*

#### Experience

Employee progression to Level 3 is dependent on the employee possessing a relevant Certificate III level qualification such as a Certificate III in Individual Support (Ageing) and having four years post-qualification experience in Residential Aged Care or a Home and Community Support setting.

#### Level of Supervision/Responsibility

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

Employees at this level have no formal supervisory responsibility but are expected to guide and mentor less experienced employees. Employees at this level are responsible and accountable to their immediate supervisor.

#### Indicative Tasks or Duties

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

- Attend to the personal care needs of customers, with particular emphasis on those customers requiring extra help due to specific physical problems or frailty; and
- assist in the supervision of less experienced personal care workers and/or new staff.

#### Indicative Tasks or Duties – Care Champion (RAC only)

The tasks/duties/skills listed below are indicative of those additional tasks/duties/skills which may be performed by a designated Care Champion who is appointed at this level:

- advocate for residents' wellbeing and care through exceptional customer service and collaboration between residents, families, and the home's care team;
- enables high quality care and support to residents in all aspects of their daily living;
- champion of best practice person centred approaches to care collaboratively;
- maintain a schedule of proactive checking in to ensure residents are comfortable, and individual needs are being addressed;
- share knowledge and skills with colleagues and mentor new staff;
- enhance residents' wellbeing and care through building relationships with residents and their families; and
- ensure call bells and other requests by residents and families are being met in a timely way.

#### Indicative Roles: Care Champion, Personal Care Worker (Senior)

### **Care Stream - Level 4**

*Award Mapping: Aged Care Award Direct Care Level 5 & SCHADS Award Aged Care Level 5*

#### Experience

An employee appointed to this role is required to hold a relevant Certificate IV level qualification such as the Certificate IV in Ageing Support and have the specialist skills and experience required to work at this level.

Employees are appointed to Level 4 by appointment, depending on their experience and qualifications, by a selection process. Appointment to this level is subject to the employer's requirements.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks or Duties

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

- coordinate the planning and implementation of care services which provides customer focussed quality care services;
- Develop non-clinical aspect of plans in relation to customer care, as required;
- manage the quality management framework to ensure care standards are met;
- contribute to the growth of the business by building business development opportunities, liaising with local networks, professionals, government departments and suppliers to promote the employer as well as remaining abreast of emerging issues;
- promote a culture of service delivery that aims to improve the lifestyle experiences of customers;
- participate in and contribute to the strategy formulation, business and care planning processes as pertains to area of responsibility;
- resolve issues which may have a detrimental effect on achieving agreed targets/plans and customer outcomes;
- assist with medications in accordance with relevant employer Policies and Procedures as required; and
- ensure customer records, incidents and complaints are documented and maintained correctly and participate in any investigations as required.

#### Indicative Roles: Personal Care Worker (Specialist)

## Care Stream - Level 5

*Award Mapping: Aged Care Award Direct Care Level 6 & SCHADS Award Aged Care Level 6*

### Experience

A level 5 employee is required to hold a relevant Certificate IV level qualification such as a Certificate IV in Ageing Support.

Employees are appointed to Level 5 by appointment depending on their experience and qualifications, by a selection process. Appointment to this level is subject to the employer's requirements.

### Level of Supervision/Responsibility

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

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

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

### Indicative Tasks or Duties

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

- supervise and support staff and/or volunteers, including competency assessment and identification of training needs;
- the manipulation of data e.g. modify fields of information and create spreadsheets; create new forms of files or records using a computer-based records system;
- order consumables and routine stock items used in domestic support areas;
- oversee the provision of domestic services;
- develop non-clinical aspect of plans in relation to customer care, as required;
- manage the quality management framework to ensure care standards are met;

- coordinate the planning and implementation of care services which provides customer focussed quality care services;
- contribute to the growth of the business by building business development opportunities, liaising with local networks, professionals, government departments and suppliers to promote the employer as well as remaining abreast of emerging issues;
- promote a culture of service delivery that aims to improve the lifestyle experiences of customers;
- participate in and contribute to the strategy formulation, business and care planning processes as pertains to area of responsibility;
- resolve issues which may have a detrimental effect on achieving agreed targets/plans and customer outcomes;
- assist with medications in accordance with relevant employer Policies and Procedures as required; and
- ensure customer records, incidents and complaints are documented and maintained correctly and participate in any investigations as required.

Indicative Roles: Care Team Leader, PCW Team Leader

## Hospitality Stream

The Hospitality Stream covers those employees performing hospitality, food, cleaning, laundry and miscellaneous services.

Hospitality Stream classifications denoting ‘A’ in the classification title is the classification for ‘Aged Care Award – General’ employees engaged by the employer at any facility or site.

Hospitality Stream classifications denoting ‘B’ in the classification title is exclusively for the classification for the Aged Care Award – General - ‘**most senior food services employee**’ engaged by the employer at any facility or site.

### Hospitality Stream - Level 1

*Award Mapping: Aged Care Award Level 3*

#### Experience

Employees at Level 1 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

### Level of Supervision/Responsibility

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

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

### Indicative Tasks or Duties

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

#### Food Services

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

#### Housekeeping

- responsible for the overall cleanliness of their area of the facility and the operations of the laundry;

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

#### General

- The transportation of residents / clients in the employer's vehicles, including cleaning and daily safety checks in accordance with the employer's policies.

Indicative Roles: Hospitality Assistant – Food Services/Cleaning/Laundry, Barista, Bus Driver.

### Hospitality Stream - Level 2A and 2B

*Award Mapping: Aged Care Award Level 4 A General and Aged Care Award Level 4 B Most Senior*

Employees are appointed to Level 2 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

#### Experience

Employees at Level 2 are required to have completed a Certificate III level qualification in Food Services or Commercial Cookery or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

### Level of Supervision/Responsibility

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

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

### Indicative Tasks or Duties

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

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

**Level 2A** in the Hospitality Stream is the classification for the Aged Care Award **general** employees engaged at the facility or site.

**Level 2B** in the Hospitality Stream is the classification for the Aged Care Award **most senior** food services employees engaged at the facility or site.

Indicative roles: Cook

### **Hospitality Stream - Level 3A and 3B**

*Award Mapping: Aged Care Award Level 5 A General and Aged Care Award Level 5 B Most Senior*

Employees are appointed to Level 3 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

#### Experience

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

A Level 3 employee is required to have completed a Certificate IV level qualification in Food Services or Commercial Cookery or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks or Duties

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

##### Food Services

- undertake all duties in accordance with the food safety and hygiene legislation, regulations and standards, including those specifically relating to the service of food to vulnerable persons and other relevant quality and customer service standards of the employer;
- responsible for the food services areas of operation to which they are assigned whilst on duty;
- preparation of ingredients for cooking;
- preparation of food items that don't require cooking, for example preparation of sandwiches and salads;
- engaged in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen;

- reheat food as required to prepare meals;
- freeze and preserve foods, where appropriate;
- portion, present and serve food as part of set menus or by request from customers;
- preparation of food to meet special dietary requirements;
- assist with ordering and stock control;
- assist in budgeting for food and labour costs;
- responsible for the dispatch operations for the area of operations to which they are assigned
- pick, label and dispatch goods in accordance with orders made;
- maintain stock levels;
- ensure all food is stored at the correct temperatures and are the correct temperatures prior to dispatch;
- responsible for the maintenance and hygiene of all food transport trolleys, containers and transport fridges; and
- completion of necessary administration tasks associated with duties.
- responsible for dealing with complaints and/or feedback from customers; and

**Level 3A** in the Hospitality Stream is the classification for the Aged Care Award **general** employees engaged at the facility or site.

**Level 3B** in the Hospitality Stream is the classification for the Aged Care Award **most senior** food services employees engaged at the facility or site.

Indicative Roles: Chef, Housekeeping Team Leader

### **Hospitality Stream - Level 4A and 4B**

*Award Mapping: Aged Care Award Level 6 A General and Aged Care Award Level 6 B Most Senior*

Employees are appointed to Level 4 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

### Experience

A Level 4 employee is required to have completed a post-trade qualification in Food Services or Commercial Cookery or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks or Duties

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

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

**Level 4A** in the Hospitality Stream is the classification for the Aged Care Award **general** employees engaged at the facility or site.

**Level 4B** in the Hospitality Stream is the classification for the Aged Care Award **most senior** food services employees engaged at the facility or site.

Indicative Roles: Senior Chef, Hotel Services Team Leader

## **Hospitality Stream - Level 5A and 5B**

*Award Mapping: Aged Care Award Level 7 A General and Aged Care Award Level 7 B Most Senior*

Employees are appointed to Level 5 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

### Experience

A Level 5 employee is required to hold a post-trade qualification in Commercial Cookery or other relevant discipline or possess the equivalent knowledge, skills and experience deemed to be the equivalent by the employer.

### Level of Supervision/Responsibility

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

Employees may be required to review operations to determine their effectiveness and contribute to the development of policy initiatives and business strategies. At this level employees will have supervisory responsibilities for employees reporting to the position, including on the job training, work allocation, rostering, guidance and performance management.

### Indicative Tasks or Duties

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

#### Food Services

- manage the food preparation, cooking, presentation and serving of palatable and nutritious meals and mid-meals to customers, ensuring compliance, menu, dietary and budget requirements are met;

- engage in a variety of trade level activities such as cooking, baking, butchering, pastry cooking and/or setting up of an on-site kitchen;
- manage the ordering, delivery, stock control and food storage process for hotel services;
- assist more senior employees in budgeting for food and labour costs for hotel services;
- communicate with customers on a regular basis to ensure that catering services meet their needs, issues are addressed in a timely manner and formal comments are dealt with professionally and efficiently;
- provide leadership and supervision of the day-to-day activities of the food services staff, including work allocation, rostering, guidance, training and performance management;
- responsible for ensuring that the food safety and hygiene regulations and standards, including those specifically relating to the service of food to vulnerable persons are observed; and
- responsible for ensuring that relevant quality and customer service standards of the employer are observed.

**Level 5A** in the Hospitality Stream is the classification for the Aged Care Award **general** employees engaged at the facility or site.

**Level 5B** in the Hospitality Stream is the classification for the Aged Care Award **most senior** food services employees engaged at the facility or site.

Indicative roles: Chef Manager, Catering Manager, Hospitality Team Leader

## Lifestyle Stream

### Lifestyle Stream - Level 1

*Award Mapping: Aged Care Award Direct Care Level 2*

#### Experience

Employees at Level 1 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks and Duties

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

- follow personal care plans for residents and/or customers usually under some or limited supervision from more senior employees;
- assist with the lifestyle enhancement programs;
- assist residents to prepare for lifestyle activities;
- assist residents to participate in lifestyle activities, provide individual support to residents, including assisting with mobility; and
- identify and report changes in customers' circumstances and capacity to more senior staff members.

### **Lifestyle Stream - Level 2**

*Award Mapping: Aged Care Award Direct Care Level 3*

#### Experience

Employees at Level 2 are required to have completed a Certificate III level qualification in Leisure and Health, or Individual Support (Ageing), or equivalent relevant qualification. A Level 1 employee will progress to Level 2 upon the successful completion of a relevant qualification and on production of evidence of that qualification to the satisfaction of the employer.

#### Level of Supervision/Responsibility

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

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

#### Typical Tasks and Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- assist with the planning and implementation of lifestyle enhancement programs;
- assist residents to prepare for lifestyle activities;
- assist residents to participate in lifestyle activities, including assisting with mobility;
- deliver lifestyle and leisure services and related client/resident enhancement programs;
- adapt lifestyle activities to suit the physical and cognitive capability of each individual in accordance with the care plan;
- assist with resident documentation relating to lifestyle activities;
- assist with the delivery of activities to enhance the physical, social, emotional and intellectual development of those in their care; and
- identify and report changes in customers' circumstances and capacity to more senior staff members.

Indicative Roles: Lifestyle Assistant (Qualified)

### **Lifestyle Stream - Level 3**

*Award Mapping: Aged Care Award Direct Care Level 3 (until 31 Dec 2028); Aged Care Award Direct Care Level 4 (from 1 Jan 2029)*

#### Experience

Employee progression to Level 3 is dependent on the employee possessing a relevant Certificate III level qualification, such as a Certificate III in Leisure and Health or Individual Support (Ageing) or equivalent and having four years post-qualification experience in Residential Aged Care setting.

#### Level of Supervision/Responsibility

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

Employees at this level have no supervisory responsibility but are expected to guide and mentor less experienced employees. Employees at this level are responsible and accountable to their immediate supervisor.

### Indicative Tasks or Duties

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

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

### Indicative Roles: Lifestyle Assistant (Senior)

## **Lifestyle Stream - Level 4**

*Award Mapping: Aged Care Award Direct Care Level 5*

### Experience

An employee appointed to this level is required to hold a Certificate IV level qualification such as a Certificate IV in Leisure and Health, or an equivalent relevant qualification and have the specialist skills and experience required to work at the Specialist Level.

Employees are appointed to Level 4 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis. Positions at this level are subject to the employer's requirements.

### Level of Supervision/Responsibility

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

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

#### Indicative Tasks or Duties

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

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

#### Indicative Roles: Lifestyle Coordinator

### **Lifestyle Stream - Level 5**

*Award Mapping: Aged Care Award Direct Care Level 6*

#### Experience

An employee at this level is required to hold a Certificate IV level qualification such as a Certificate IV in Leisure and Health, or an equivalent relevant qualification or experience.

Employees are appointed to this level by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis. Positions at this level are subject to the employer's requirements.

#### Level of Supervision/Responsibility

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

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

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

#### Indicative Tasks or Duties

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

- develop and oversee delivery of the Lifestyle program;
- mentor and lead a Lifestyle Team in the delivery of this program;
- engage with residents to design and implement individual Lifestyle Plans;
- liaise with Registered Nurses and/or other relevant staff to understand the varying clinical needs and restrictions;
- observe resident responses to programs, report notable findings to clinical and/or other relevant staff and ensure necessary changes are made;
- continually evaluate resident plans and incorporate new approaches and strategies as appropriate;
- ensure compliance with accreditation outcome in relation to the Leisure and Lifestyle Program;
- manage the activities budget and coordinate appropriate resources and equipment as necessary;
- formulate Lifestyle related policy and procedure formulation and improvement;

- establish and maintain an appropriate volunteer program to assist with Leisure and Lifestyle Programs;
- provide supervision and support to Lifestyle / Activities Officers and other staff involved in Leisure and Lifestyle Programs as required;
- manipulate data e.g. modify fields of information and create spreadsheets; create new forms of files or records to report on and improve lifestyle programs; and
- order consumables and routine stock items used in domestic support areas.

Indicative Roles: Lifestyle Team Leader

## Maintenance Stream

### Maintenance Stream - Level 1

*Award Mapping: Aged Care Award – General Level 2*

#### Experience

Employees at Level 1 shall typically perform duties at a skill level which assumes and requires knowledge, training and/or experience relevant to the duties to be performed.

#### Level of Supervision/Responsibility

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

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

#### Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- carry out preventative maintenance tasks such as undertaking plant and equipment to identify items that require maintenance or repairs;
- carry out gardening activities, such as hedging, pruning, planting out gardens, fertilising, etc.;
- monitor stock levels of consumables and follow process for re-ordering where required; and

- attend to administrative duties and record keeping associated with tasks, including management of maintenance requests via the Facilities Maintenance portal.

Indicative Roles: Labourer, Gardener (unqualified)

## **Maintenance Stream - Level 2**

*Award Mapping: Aged Care Award - General Level 4*

### Experience

A Level 2 employee is required to have completed a Certificate III or Certificate IV level qualification (or possess the knowledge, skills and experience deemed to be the equivalent).

### Level of Supervision/Responsibility

Work within this level is performed under broad supervision, with employees being able to prioritise their own work within established policies, guidelines and procedures.

Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

### Indicative Tasks or Duties

The tasks/duties/skills listed below are indicative of those which may be performed or used by an employee at this level, in addition to the tasks/duties/skills of a Level 1 employee:

- undertake periodic inspection and maintenance of buildings, plant and equipment in accordance with maintenance schedules;
- carry out minor maintenance tasks, such as:
  - changing tap washers;
  - water blasting;
  - patch and paint;
  - ceiling tile replacement;
  - small repair on floor finish;
  - adjust lock and latch;
  - clean filters;

- minor toilet repairs;
  - irrigation repairs; and
  - re-grouting tiles
- undertake the maintenance of the facility's grounds in accordance with relevant garden/landscaping schedules;
- oversee the maintenance and/or gardening services work performed by outside contractors to ensure that the required outcomes are met;
- undertake the ordering, delivery, stock control process for consumable items used in maintenance and gardening activities for area of responsibility;
- assist more senior employees in budgeting for maintenance and gardening costs in relation to area of responsibility;
- engage with relevant stakeholders regarding maintenance/gardening activities within area of responsibility; and
- for area of responsibility, undertake the procurement processes required, such as obtaining quotes, purchase orders, organising for invoices to be approved for payment, etc.

Indicative Roles: Maintenance Officer, Handyperson

### **Maintenance Stream - Level 3**

*Award Mapping: Aged Care Award Level 6*

Employees are appointed to Level 3 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

#### Experience

A Level 3 employee is required to have completed a Post Trade level qualification or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

#### Level of Supervision/Responsibility

Work within this level is capable of functioning with a high level of autonomy, and prioritising their work within established policies, guidelines and procedures.

Employees are expected to exercise their initiative or judgement in the application of these policies/guidelines/procedures. Employees at this level are responsible for their own work with a substantial level of accountability.

Employees at this level may assist with the supervision of lower-level employees.

#### Indicative Tasks or Duties

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

- undertake periodic inspection and maintenance of buildings, plant and equipment in accordance with maintenance schedules;
- undertake the maintenance of the facility's grounds in accordance with relevant garden/landscaping schedules and procedures and ensuring budget requirements are met;
- oversee the maintenance and/or gardening services work performed by outside contractors to ensure that the required outcomes are met;
- undertake the ordering, delivery, stock control process for consumable items used in maintenance and gardening activities for area of responsibility;
- assist more senior employees in budgeting for maintenance and gardening costs in relation to area of responsibility;
- engage with relevant stakeholders regarding maintenance/gardening activities within area of responsibility; and
- for area of responsibility, undertake the procurement processes required, such as obtaining quotes, purchase orders, organising for invoices to be approved for payment, etc.

Indicative Roles: Advanced Maintenance Officer

### **Maintenance Stream - Level 4**

*Award Mapping: Aged Care Award Level 7*

Employees are appointed to Level 4 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

#### Experience

A level 4 employee is required to hold a post trade level qualification or possess the knowledge, skills and experience deemed to be the equivalent by the employer.

#### Level of Supervision/Responsibility

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

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

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

#### Indicative Tasks or Duties

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

- manage the periodic inspection and maintenance of buildings, plant and equipment in accordance with maintenance schedules and procedures and ensuring budget requirements are met;
- manage the maintenance of the facility's grounds in accordance with relevant garden/landscaping schedules and procedures and ensuring budget requirements are met;
- manage the ordering, delivery, stock control process for consumable items used in maintenance and gardening activities;
- undertake budgeting for maintenance and gardening costs;
- proactively engage with relevant stakeholders regarding maintenance/gardening activities;
- undertake the procurement processes required, such as obtaining quotes, purchase orders, organising for invoices to be approved for payment, etc; and
- provide leadership and supervision of the day-to-day activities of the maintenance services staff, including work allocation, rostering, guidance, training and performance management.

#### Indicative Roles: Maintenance Team Leader

## Nursing Stream

### Enrolled Nurses (EN)

*Award Mapping: Nurses Award - Enrolled Nurse*

An EN is an employee registered with the Nursing and Midwifery Board of Australia (NMBA) as an EN.

Graduate ENs are appointed to EN Pay Point 1 (first year) and subject to additional assessment within the initial stages of their employment by the employer as part of an EN Graduate Program.

Employees will progress to EN Pay Point 2 (1+ years) after one full year of employment, provided they hold a relevant NMBA approved qualification to administer medicines.

#### EN Duties

An EN performs their nursing duties within their individual scope of practice, in either a Residential Aged Care home or Home and Community Support setting. The EN works to their level of assessed competence, under the supervision and delegation of a Registered Nurse (RN). ENs:

- provide delegated nursing care to patients or clients within the practice setting;
- monitor, document and report the clinical nursing care and status condition of people in their care to ensure the timely assessment, development and implementation of assessed care needs;
- assist RNs and the multidisciplinary team to coordinate care and service provision;
- provide guidance and support, orientated towards the promotion of an individual person's assessed health care requirements and goals within the practice setting;
- support and guide Personal Care Workers, newer or less experienced ENs and Diploma of Nursing students in the workplace; and
- accept accountability for working within the NMBA practice standards, frameworks, guidelines, and legislation.

### Registered Nurses (RN)

An RN is an employee registered with NMBA as an RN.

#### Registered Nurse – Level 1

*Award Mapping: Nurses Award RN Level 1*

An RN Level 1 performs their duties according to their level of competence. An RN is registered with the NMBA to the scope of their individual practice. An RN Level 1 works under the general guidance of, or with general access to a more competent RN who provides work related support and direction.

Graduate RNs are appointed to RN Level 1 Pay Point 1 (first year) and may be required to undertake additional training and assessment by the employer as part of an RN Graduate Program.

Employees will progress to RN Level 1 Pay Point 2 (1 -4 years) after one full year of employment.

Employees will progress to RN Level 1 Pay Point 3 (4+ years) after a further three full years of employment.

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

- delivering direct and comprehensive nursing care and individual case management to customers within the practice setting;
- coordinating services, including those of other disciplines or agencies, to individual customers within the practice setting;
- providing education, counselling and group work services orientated towards the promotion of health status improvement of customers within the practice setting;
- providing support, direction and education to newer or less experienced staff, including ENs;
- accepting accountability for the employee's own standards of nursing care and service delivery; and
- participating in action research and policy development within the practice setting.

Indicative Roles: Registered Nurse

## **Registered Nurse - Level 2**

*Award Mapping: Nurses Award - RN Level 2*

In addition to the duties of an RN Level 1, an employee at this level is required, to perform duties as delegated.

Employees are appointed to RN Level 2 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

Employees are appointed to RN Level 2 Pay Point 1 (first year) and will progress to RN Level 2 Pay Point 2 (1+ years) after one full year of employment.

Duties of an employee at this level will substantially include, but are not confined to:

- delivering direct and comprehensive nursing care and individual case management to a specific group of customers in a particular area of nursing practice within the practice setting;
- providing support, direction, orientation and education to RN Level 1s, ENs and PCWs;
- being responsible for planning and coordinating services relating to a particular group of customers in the practice setting, as delegated;
- acting as a role model in the provision of holistic care to customers in the practice setting; and
- assisting in the management of action research projects and participating in quality assurance programs and policy development within the practice setting.

Indicative Roles:

HCS: Care Manager – Clinical, Clinical Coordinator PEACH.

RAC: Clinical Nurse Specialist

**Registered Nurse - Level 3A and 3B**

*Award Mapping: Nurses Award - RN Level 3*

A RN Level 3 holds a relevant specialist post-graduate qualification or experience required for working in the employee's particular practice setting.

Employees are appointed to RN Level 3 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis or as higher duties on a short-term basis.

Appointment at a particular grade (A or B) at this level will depend upon the level of complexity associated with the duties described in this classification level, consistent with the indicative roles at each grade and as determined by the employer.

Employees are appointed to RN Level 3A or 3B Pay Point 1 (first year) and will progress to RN Level 3A 3B Pay Point 2 (1+ years) after one full year of employment.

Competency and Skill Indicators

In addition to the duties of an RN Level 2, an employee at this level will perform the following duties in accordance with practice settings and customer groups.

Duties of an employee at this level will substantially include, but are not confined to:

- providing leadership and role modelling, particularly in the areas of action research and quality assurance programs;
- staff selection, management, development, education and appraisal;
- allocation and rostering of staff;
- participating in policy development and implementation;
- acting as a consultant on request in the employee's own area of proficiency, for the purpose of facilitating the provision of quality nursing care;
- delivering direct and comprehensive nursing care to a specific group of customers with complex nursing care needs, in a particular area of nursing practice within a practice setting;
- coordinating, and ensuring the maintenance of standards of the nursing care of a specific group or population of customers within a practice setting;
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing and community services;
- occupational health;
- initiation and evaluation of research related to staff and resource management;
- being accountable for the management of human and material resources within a specified span of control, including the development and evaluation of staffing methodologies;
- managing financial matters, budget preparation and cost control in respect of nursing within that span of control;
- implementation and evaluation of staff education and development programs;
- implementation and evaluation of customer education programs; and
- being accountable for the assessment, planning, implementation and evaluation of nursing education and staff development programs for a specified population.

Indicative Roles:

### **RN Level 3A**

RAC: Clinical Nurse Leader < 65 beds.

- Responsible for the clinical care of a ward or section of a home that has less than 65 beds (Nurse Unit Manager); or

### **RN Level 3B**

HCS: Operations Quality Manager

RAC: Clinical Nurse Leader 65 beds or greater.

- Responsible for the clinical care of a ward or section of a home that has more than 60 beds (Nurse Unit Manager); or
- Responsible for the design, delivery and implementation of learning programs for a Home or network of Homes (Nurse Educator)

### **Registered Nurse - Level 4A and 4B**

*Award Mapping: Nurses Award – RN Level 4*

An RN Level 4 holds a relevant specialist post-graduate qualification or experience required for working in the employee's particular practice setting and is appointed as such by a selection process or by reclassification from a lower level when the employee is required to perform these duties on a continuing basis.

Employees are appointed to RN Level 4 by appointment depending on their experience and qualifications, by a selection process or by reclassification from a lower level when that the employee is required to perform these duties on a continuing basis.

Appointment at a particular grade (A or B) at this level will depend upon the level of complexity associated with the duties described in this classification level, consistent with the indicative roles at each grade and as determined by the employer.

Employees are appointed to RN Level 4A or 4B Pay Point 1 (first year) and will progress to RN Level 4A or 4B RN Pay Point 2 (1+ years) after one full year of employment.

#### Competency and Skill Indicators

In addition to the duties of an RN Level 3, duties of an employee at this level will substantially include, but are not confined to:

- providing leadership and role modelling, particularly in the areas of selection of staff within the employee's area of responsibility;
- provision of appropriate education programs, coordination and promotion of clinical research projects;
- participating as a member of the nursing leadership team;
- contributing to the development of nursing and health policy for the purpose of facilitating the provision of quality nursing care;
- managing the activities of, and providing leadership, coordination and support to a specified group of RNs and/or Clinical Nurse Specialists;
- being accountable for the establishment, implementation and evaluation of systems to ensure the standard of nursing care for a specified span of control;
- being accountable for the development, implementation and evaluation of patterns of customer care for a specified span of control;
- being accountable for clinical operational planning and decision making for a specified span of control;
- being accountable for appropriate clinical standards, through quality assurance programs, for a specified span of control;
- coordination and promotion of nursing management research projects;
- managing the activities of, and providing leadership, coordination and support to, a specified group of Nurse managers;
- being accountable for the effective and efficient management of human and material resources within a specified span of control;
- being accountable for the development and coordination of nursing management systems within a specified span of control;
- being accountable for the structural elements of quality assurance for a specified span of control;
- coordination and promotion of nurse education research projects;
- being accountable for the standards and effective coordination of education programs for a specified population;

- being accountable for the development, implementation and evaluation of education and staff development programs for a specified population;
- being accountable for the management of educational resources including their financial management and budgeting control; and
- undertaking career counselling for nursing staff.

#### Indicative Roles

##### **RN Level 4A**

RAC: Care Manager responsible for the overall clinical management of a Home with < 65 beds.

HCS: Clinical Team Manager

##### **RN Level 4B**

RAC: Care Manager responsible for the overall clinical management of a Home with > 65 beds.

#### **Nurse Practitioner**

*Award Mapping: Nurses Award - Nurse Practitioner*

A Nurse Practitioner is an experienced RN who has completed an additional master's degree, in Nurse Practitioner and has been endorsed as a Nurse Practitioner by the NMBA.

A Nurse Practitioner is authorised to function autonomously and collaboratively in an advanced and extended clinical role.

The Nurse Practitioner is able to assess and manage the care of customers using nursing knowledge and skills. It is dynamic practice that incorporates application of high-level knowledge and skills, beyond that required of a Registered Nurse in extended practice across stable, unpredictable and complex situations.

The Nurse Practitioner role is grounded in the nursing profession's values, knowledge, theories and practice and provides innovative and flexible health care delivery that complements other health care providers.

The scope of practice of the Nurse Practitioner is determined by the context in which:

- the Nurse Practitioner is authorised to practice. The Nurse Practitioner therefore remains accountable for the practice for which they directed; and

- the professional efficacy whereby practice is structured in a nursing model and enhanced by autonomy and accountability.

The Nurse Practitioner is authorised to directly refer customers to other health professionals, prescribe medications and order diagnostic investigations including pathology and plain screen x-rays.

Nurse Practitioners exhibit clinical leadership that influences and progresses clinical care, policy and collaboration through all levels of health service.

## Schedule 4 – Classification Translation Table

### Administration Stream

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity EA Classification	Pay Point	Indicative Roles
Aged Care Award Level 3	Administration Stream Level 1	Administration Assistant, Receptionist	Entry Level Classification; Unqualified	Admin Level 1 & 2	1	Administration Officer				
					2					
					3					
Aged Care Award Level 4	Administration Stream Level 2	Administration Officer	Certificate III or equivalent; By appointment only	Admin Level 3	1	Senior Administration Officer	Cert III or equivalent	Administration Grade 1	1	
					2				2	
					3					
Aged Care Award Level 5	Administration Stream Level 3	Senior Administration Officer, Roster Coordinator, Scheduling Coordinator	Certificate IV or equivalent; By appointment only	Admin Level 4 & 5	1	Exec Assistant, Customer Service TL, Senior Admin Officer	Cert IV	Administration Grade 2	1	
					2				2	
					3					
Aged Care Award Level 7	Administration Stream Level 4	Office / Administration Manager	Diploma or equivalent; By appointment only; Supervisory responsibilities	Admin Level 6	1	Admin Manager	Cert IV	Administration Grade 3	1	
					2				2	
					3					

## Allied Health Stream

Award		Bolton Clarke (NSW) Enterprise Agreement 2025  (translated classification)				RSL Care Enterprise Agreement 2015  (previous classification)				Allity Enterprise Agreement (NSW) 2018  (previous classification)		
Award	Pay Point	Agreement Classification	Year Level	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles
Health Professional Level 1	4	Allied Health Stream  Grade 1	Yr 1	Physiotherapist, Podiatrist, Occupational Therapist, Diversional Therapist	Graduate Allied Health Professional	Allied Health Level 5	1	Physiotherapist, Podiatrist, Occupational Therapist	Graduate, not yet experienced			
							2					
							3					
Health Professional Level 2	1	Allied Health Stream  Grade 2	Yr 1		Experienced Allied Health Professional	Allied Health Level 6	1	Physiotherapist, Podiatrist, Occupational Therapist	Experienced			
	2		Yr 2				2					
	3		Yr 3				3					
	4		Yr 4									
Health Professional Level 3	1	Allied Health Stream  Grade 3	Yr 1		Senior Allied Health Professional	Allied Health Level 7	1	Physiotherapist, Podiatrist, Occupational Therapist	Senior Professional			
	2		Yr 2				2					
	3		Yr 3									
	4		Yr 4									
Health Professional Level 4	1	Allied Health Stream  Grade 4	Yr 1	Allied Health Professional Team Leader	Allied Health Professional Team Leader	Allied Health Level 8	1	Allied Health Professional Team Leader	Supervises staff			
	2		Yr 2				2					
	3		Yr 3									
	4		Yr 4									

## Care Stream

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)			
Award	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles	
Aged Care Award Direct Care Level 2 & SCHADS Award Aged Care Level 2	Care Stream Level 1	Personal Care Worker (Unqualified)	Entry Level Classification	Care Services Level 1A	1	Personal Care Worker (Unqualified)	HCS only Unqualified				
				Level 2 A	2						
					3						
				Care Services Level 1 B	1		RAC Only Unqualified				Assistant in Nursing
				Level 2 B	2			2			
				(AIN Unqualified pp1)	3			3			
								4			
				Aged Care Award Direct Care Level 3 & SCHADS Award Aged Care Level 3	Care Stream Level 2		Personal Care Worker (Qualified)	Entry Level Classification with Cert III	Care Services Level 3	1	Personal Care Worker (Qualified)
	2	2									
(&AIN Qualified pp2)	3										
Care Champion	By appointment only	Care Champion				Care Champion					
Aged Care Award Direct Care Level 3 & SCHADS Award Level 3 (Level 4 from Jan 2029)	Care Stream Level 3	Personal Care Worker (Senior)	Qualified & > 4 yrs Experience post qualification;			Care Services Level 3	1	Personal Care Worker (Qualified)	Qualified with 4+ years employment	Assistant in Nursing	1
					2						
				(&AIN Qualified pp2)	3						
		Care Champion	By appointment only	Care Champion				Care Champion			

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles
Aged Care Award Direct Care Level 5 & SCHADS Award Aged Care Level 5	Care Stream Level 4	Personal Care Worker (Specialised)	Cert IV; By appointment only							
Aged Care Award Direct Care Level 6 & SCHADS Award Aged Care Level 6	Care Stream Level 5	Personal Care Worker (Team Leader)	Cert IV; By appointment only	Care Services Level 4	1	PCW Team Leader (HCS)	Cert IV By Appointment			
					2					
					3					

## Hospitality Stream

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles
Aged Care Award Level 3 (General & Most Senior)	Hospitality Stream Level 1	Hospitality Assistant - Food Services/ Laundry/ Cleaning, Barista, Bus Driver	Entry level	Hotel Services Level 1, 2	1	Hotel Services, Assistant Cook, Bus Driver		General Services Officer Grade 1, 2 & 3	1	Hotel Services, Catering/ Cleaning/ Laundry Assistant Cook, Bus Driver
					2					
					3					
Aged Care Award Level 4 (General & Most Senior)	Hospitality Stream Level 2A	Cook	Qualified	Hotel Services Level 3A	1	Cook	Cert III	General Service Officer Grade 4	1	Cook
					2					
					3					
	Level 2B Most Senior			Hotel Services Level 3B	1	Cook	Cert III		2	
					2					
					3					
Aged Care Award Level 5 (General & Most Senior)	Hospitality Stream Level 3A	Chef	Trade Qualified	Hotel Services Level 4 A	1	House Keeping TL, Chef	Cert IV 7 or Fewer Reports	General Services Officer Grade 5	1	Chef (Trade Qualified)
					2					
					3					
	Level 3B Most Senior			Hotel Services Level 4 B	1	House Keeping TL, Chef	Cert IV >7 Reports			
					2					
					3					

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles
Aged Care Award Level 6 (General & Most Senior)	Hospitality Stream  Level 4A  Level 4B Most Senior	Senior Chef	Trade Qualified	Hotel Services Level 5 A	1	Cook TL, Catering TL, Hotel Services TL, Food Services TL	Cert IV 7 or Fewer Reports			
					2					
					3					
				Hotel Services Level 5 B	1	Cook TL, Catering TL, Hotel Services TL, Food Services TL.	Cert IV >7 Reports			
					2					
					3					
Aged Care Award Level 7 (General & Most Senior)	Hospitality Stream  Level 5A  Level 5B Most Senior	Chef Manager, Catering Manager	Post Trade Qualifications; Supervisory responsibilities	Hotel Services Level 6 A	1	Chef Manager, Catering Manager	Cert IV TL. >7 Reports	Chef Manager		
					2					
					3					
				Hotel Services Level 6 B	1	Chef Manager, Catering Manager	Cert IV TL. >7 Reports			
					2					
					3					

## Lifestyle Stream

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles
Aged Care Award Direct Care Level 2	<b>Lifestyle Stream - Level 1</b>	Lifestyle Assistant (Unqualified)		Care Services Level 1B Level 2B	1-3	Lifestyle/ Activities Officer		Recreation Activities Officer	1	Unqualified
Aged Care Award Direct Care Level 3	<b>Lifestyle Stream - Level 2</b>	Lifestyle Assistant (Qualified)	Cert III	Allied Health Level 1; Care Services Level 3	1	Allied Health Assistant; Lifestyle/ Activities Officer	Cert III	Recreation Activities Officer	1, 2	Qualified
					2					
					3					
Aged Care Award Direct Care Level 3 <i>(Level 4 from Jan 2029)</i>	<b>Lifestyle Stream - Level 3</b>	Lifestyle Assistant (Senior)	Cert III	Allied Health Level 2	1	Senior Recreational/ Lifestyle Activities Officer/ Senior Lifestyle Assistant	Cert IV Allied Health Assistant	Recreational Activities Officer	2	Qualified with 4+ years employment
					2					
					3					
Aged Care Award Direct Care Level 5	<b>Lifestyle Stream - Level 4</b>	Lifestyle Coordinator (Specialist)	Cert IV	Allied Health Level 3 & 4  Care Services Level 4	1	Specialist Recreational, Lifestyle Activities Coordinator, Lifestyle Coordinator/ Lifestyle Specialist	Entry level for new graduates with qualification below degree level	Lifestyle Coordinator	1	Cert IV
					2					
					3					
					4					
					5,6					
Aged Care Award Direct Care Level 6	<b>Lifestyle Stream - Level 5</b>	Lifestyle Team Leader	Cert IV or equivalent; By appointment only	Level 4 (Team Leader)	1	Diversional Therapist Lifestyle Team Leader,	Qualification below degree level (Cert IV)	Lifestyle Coordinator – (Team Leader)	1	Cert IV
					2					
					3					
					4					

## Maintenance Stream

Award	Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)				Allity Enterprise Agreement (NSW) 2018 (previous classification)		
	Agreement Classification	Indictive Roles	Notes	RSL EA Classification	Pay Point	Indicative Roles	Notes	Allity NSW EA Classification	Pay Point	Indicative Roles
Aged Care Award Level 2	<b>Maintenance Stream - Level 1</b>	Labourer, Gardener	Entry Level; Unqualified	Maintenance Level 1 & 2	1 2 3	Maintenance Officer	Unqualified	General Services Officer Grade 1,2	1	Unqualified
Aged Care Award Level 4	<b>Maintenance Stream - Level 2</b>	Maintenance Officer, Handy Person	Certificate III or equivalent	Maintenance Level 3	1 2 3	Maintenance Officer	Cert III	General Services Officer Grade 3, 4	1	Maintenance Officer Qualified
Aged Care Award Level 6	<b>Maintenance Stream - Level 3</b>	Advanced Maintenance Officer	Certificate IV or equivalent; By appointment only	Maintenance Level 4	1 2 3	Maintenance Officer	Cert IV	General Services Officer Grade 5	1	Maintenance Officer Trade Qualified
Aged Care Award Level 7	<b>Maintenance Stream - Level 4</b>	Maintenance Team Leader	Post Trade Certificate; Supervisory responsibilities; By appointment only	Maintenance Level 5A & 5B	1 2 3	Maintenance Team Leader	Cert IV			Maintenance Team Leader

## Nursing Stream

Award		Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)			Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Pay Point	Agreement Classification	Pay Point	Indictive Roles	RSL EA Classification	Pay Point	Indicative Roles	Allity NSW EA Classification	Pay Point	Indicative Roles
EN	1	Enrolled Nurse	1	EN (first year)	Enrolled Nurse	2, 3	Enrolled Nurse	Enrolled Nurse	1,2	Enrolled Nurse, EN Med Endorsed pp1
			2	EN (1+ years) (Medication Endorsed)		4, 5		Enrolled Nurse Med Endorsed	2, 3, 4	Enrolled Nurse Med Endorsed, EN Senior
RN Level 1	1	Registered Nurse Level 1	1	RN (first year)	RN Level 1	1	Registered Nurse	RN Level 1	1	Registered Nurse
	2		2	RN (1-4 years)		2, 3, 4			2,3,4	
	3		3	RN (4+ years)		4			5,6	
RN Level 2	1	Registered Nurse Level 2	1	RAC: Clinical Nurse Specialist HCS: Care Manager – Clinical, Clinical Coordinator PEACH By Appointment only	RN Level 2	1	Clinical Coordinator or Home Care Planner	Clinical Nurse Specialist	1	Clinical Nurse Specialist
	2		2	2, 3						
RN Level 3	1	Registered Nurse Level 3A	1	RAC: Clinical Nurse Leader < 65 beds	RN Level 3	1	Clinical Manager or Clinical Nurse Consultant	Clinical Nurse Leader < 60 beds	1	Clinical Nurse Leader
			2	By Appointment only		2,3				
		Registered Nurse Level 3B	1	RAC: Clinical Nurse Leader > 65 beds		1		Clinical Nurse Leader > 60 beds	1	
			2	HCS: Ops Quality Manager By Appointment only		2, 3				

Award		Bolton Clarke (NSW) Enterprise Agreement 2025 (translated classification)			RSL Care Enterprise Agreement 2015 (previous classification)			Allity Enterprise Agreement (NSW) 2018 (previous classification)		
Award	Pay Point	Agreement Classification	Pay Point	Indictive Roles	RSL EA Classification	Pay Point	Indicative Roles	Allity NSW EA Classification	Pay Point	Indicative Roles
RN Level 4	1	Registered Nurse Level 4A	1	RAC: Care Manager < 65 beds HCS: Clinical Team Manager	RN Level 4	1	Clinical Services Manager  (100+ beds start at Grade 2)	Care Manager < 65 Beds	1	Care Manager
			2	By Appointment only		2, 3				
		Registered Nurse Level 4B	1	RAC - Care Manager > 65 beds By Appointment only		2		Care Manager < 65 Beds	1	
			2			2, 3				
Nurse Practitioner	1	Nurse Practitioner	1	Nurse Practitioner By Appointment only	Nurse Practitioner	1	Nurse Practitioner			
	2		2			2				

## IN THE FAIR WORK COMMISSION

FWC Matter No.:

AG2025/2234

Applicant:

RSL Care RDNS Limited ACN 010 488 454 (trading as Bolton Clarke)


Section 185 – Application for approval of a single enterprise agreement

### Undertaking – Section 190

I, Mel Leahy, Chief People Officer have the authority given to me by Bolton Clarke to give the following undertakings with respect to the *Bolton Clarke (New South Wales) Enterprise Agreement 2025* ("the Agreement"):

1. A trainee employed in accordance with clause 5.10 a) of the Agreement will be paid at the lowest rate provided by the Agreement for the relevant classification stream for the period of their traineeship.
2. Apprentices will not be employed under the Agreement; the single reference to 'apprentice' in clause 1.6 (Definitions) will be disregarded and will only apply to 'trainee'.
3. The minimum period of engagement (clause 4.2 a)) for full-time employees will be 4 hours.
4. The overtime meal allowance (clause 5.5 f)) for Year 1 of the Agreement will be applied as \$16.62 per occasion.
5. The broken shift allowance (clause 4.10 j)) for Year 1 of the Agreement will be applied as \$20.82 for a broken shift with one unpaid break, and \$27.56 for a broken shift with two unpaid breaks

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

  
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Signature

28/07/2025  
Date