



DECISION

Fair Work Act 2009

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

Holy Family Services

(AG2024/297)

HOLY FAMILY SERVICES ENTERPRISE AGREEMENT 2023

Aged care industry

DEPUTY PRESIDENT WRIGHT

SYDNEY, 22 FEBRUARY 2024

Application for approval of Holy Family Services Enterprise Agreement 2023

Introduction

[1] Holy Family Services (the Employer) has made an application for approval of an enterprise agreement known as the *Holy Family Services Enterprise Agreement 2023* (the Agreement) pursuant to s.185 of the *Fair Work Act 2009* (the Act). The Agreement is a single enterprise agreement.

Transitional arrangements under the Secure Jobs, Better Pay amendment

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

[3] Under transitional arrangements, amendments made by Part 14 of Schedule 1 to the Amending Act in relation to *genuine agreement* requirements for agreement approval applications apply where the *notification time* for the agreement was on or after 6 June 2023. The genuine agreement provisions in Part 2-4 of the Fair Work Act, as it was just before 6 June 2023, continue to apply in relation to agreement approval applications where the notification time for the agreement was before 6 June 2023. The notification time for the Agreement was 2 June 2023.

[4] Under transitional arrangements, amendments made by Part 16 of Schedule 1 to the Amending Act in relation to the *better off overall test* requirements for agreement approval applications apply where the agreement was *made* on or after 6 June 2023. The Agreement was *made* on 7 February 2024.

Model Flexibility Term

[5] The Agreement does not contain a flexibility term that meets the requirements of s.203 of the Act. Pursuant to s.202(4) of the Act, the model flexibility term prescribed by the *Fair Work Regulations 2009* is taken to be a term of the Agreement.

Section 190 Undertakings

[6] The employer provided written undertakings. A copy of the undertakings is attached in Annexure A. I am satisfied that the undertakings will not cause financial detriment to any employee covered by the Agreement and that the undertakings will not result in substantial changes to the Agreement. The undertakings are taken to be a term of the Agreement.

Section 186, 187, 188 and 190

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

Section 183 Bargaining Representatives

[8] The Health Services Union (HSU) and the Australian Nursing and Midwifery Federation (ANMF) being bargaining representatives for the Agreement, have given notice under s.183 of the Act that they want to be covered by the Agreement.

[9] In accordance with s.201(2), I note that the Agreement covers the HSU and the ANMF.

Approval

[10] The Agreement is approved and, in accordance with s.54 of the Act, will operate from 29 February 2024. The nominal expiry date of the Agreement is 30 June 2026.



DEPUTY PRESIDENT

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

Note - the model flexibility term is taken to be a term of this agreement and can be found at the end of the agreement.



Holy Family Services

Enterprise Agreement 2023

Table of Contents

Part 1: Application and Operation.....	4
1. Title	4
2. Commencement and Expiry.....	4
3. Definitions and Interpretation.....	4
4. Coverage.....	5
5. Access to the Agreement and the National Employment Standards.....	5
6. The National Employment Standards and this Agreement.....	5
7. No Further Claims.....	5
8. Savings Clause	5
Part 2: Types of Employment and Termination of Employment	6
9. Types of Employment	6
10. Trainees	7
11. Supported Wage System.....	7
12. Voluntary Additional Hours	7
13. Termination of Employment	8
14. Redundancy	9
Part 3: Minimum Wages and Related Matters	10
15. Classifications	10
16. Minimum Hourly Wages.....	10
17. Pay Point Progression	10
18. Recognition of Service and Experience	10
19. Allowances.....	11
20. Payment of Wages	14
21. Superannuation.....	14
22. Salary Sacrifice to Superannuation Fund	15
Part 4: Hours of Work and Related Matters	15
23. Ordinary Hours of Work	15
24. Span of Ordinary Hours	16
25. Rostered Days Off	16
26. Rest Breaks Between Rostered Work.....	16
27. Accumulation and Taking of Accrued Days Off (ADOs).....	16
28. Rosters	17
29. Broken Shifts (Aged Care Classifications only)	17
30. Saturday and Sunday Work	17
31. Breaks	18
32. Overtime.....	19
33. Shiftwork	21
34. Higher Duties.....	22

Part 5: Leave and Public Holidays	22
35. Annual Leave	22
36. Leave Without Pay	23
37. Public Holidays.....	24
38. Ceremonial Leave.....	25
39. Personal/Carer's Leave and Compassionate Leave.....	25
40. Long Service Leave.....	27
41. Community Service Leave	27
42. Parental Leave	27
43. Leave to Deal with Family and Domestic Violence	28
Part 6: Other Conditions	29
44. Requests for Flexible Working Arrangements.....	29
45. Training and Education	30
46. National Criminal History and/or NDIS Check.....	30
47. Vaccination	31
Part 7: Employment Relationship	31
48. Consultation Regarding Major Workplace Change	31
49. Dispute Resolution Procedure	33
50. Work Health and Safety	33
51. Workload Management.....	33
Schedule A - Minimum Wages and Allowances	36
Schedule B – Classification Definitions	39

Part 1: Application and Operation

1. Title

This Agreement is the *Holy Family Services Enterprise Agreement 2023*.

2. Commencement and Expiry

- 2.1 This Agreement will commence seven days after approval by the Fair Work Commission and will nominally expire on 30 June 2026.
- 2.2 The Employer agrees that discussions regarding bargaining for a new agreement shall commence no later than 3 months prior to the expiry date of this Agreement.

3. Definitions and Interpretation

- 3.1 Where a term in this Agreement has a corresponding definition in the Act, the Regulations or the NES, the definition more favourable to the Employee will apply. Where this Agreement is silent, the NES definition will apply.
- 3.2 In the Agreement, unless the contrary intention appears:

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

AHPRA means the Australian Health Practitioner Regulation Authority.

Agreement means the *Holy Family Services Enterprise Agreement 2023*.

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

Base hourly rate of pay means the base weekly rate of pay divided by 38.

Board means the Nursing and Midwifery Board of Australia and shall also be taken to mean a reference to AHPRA as appropriate/applicable.

Employee means an Employee of the Employer and has the meaning in the Act.

Employer means Holy Family Services and has the meaning in the Act.

Employee representative means an Employee or other person or union nominated by the Employee/s to represent the Employee/s in relation to their employment.

De-facto partner means a person who, although not legally married to the Employee, lives with them in a relationship as a couple on a genuine domestic basis (including same sex relationships).

FWC means the Fair Work Commission.

Immediate family means a spouse or former spouse, de facto partner (including same sex relationships), child, parent, grandparent, grandchild or sibling of the Employee; or a child, parent, grandparent, grandchild or sibling of a spouse or former spouse or de facto partner, of the Employee. This definition also includes First Nations people kinship rules.

Qualifying period means the Minimum Period of Employment as defined at section 383 in the Act.

NES means National Employment Standards set out under Chapter 2, Part 2-2 of the Act. These are the minimum standards that apply to the employment of Employees which cannot be displaced.

Party or parties means those covered in accordance with **clause 4 Coverage** of this Agreement.

Regulations mean the *Fair Work Regulations 2009* (Cth).

Unions mean the NSW Nurses & Midwives' Association (NSWNMA), Australian Nursing and Midwifery Federation - NSW Branch (ANMF NSW Branch) and the Health Services Union, NSW Branch (HSU NSW).

4. Coverage

4.1 The Agreement shall cover the following:

- (a) Holy Family Services ("the Employer");
- (b) Employees of the Employer performing work within the classifications contained in the Agreement and employed by a residential aged care facility in NSW.

5. Access to the Agreement and the National Employment Standards

The Employer must ensure that copies of the Agreement and the NES are available to all Employees to whom they apply either on a noticeboard which is conveniently located at or near the workplace or through electronic means.

6. The National Employment Standards and this Agreement

- 6.1 The NES and the Agreement contain the minimum conditions of employment for Employees covered by this Agreement.
- 6.2 The NES applies to Employees covered by the Agreement except where the Agreement provides a greater condition or entitlement whereby the Agreement will prevail to the extent that is it more favourable than the NES.

7. No Further Claims

- 7.1 Unless it is agreed to seek a variation to the terms of this agreement, the parties bound by this agreement acknowledge that this Agreement settles all claims in relation to the terms and conditions of employment of the Employees to whom it applies and agree that they will not pursue any extra claims during the term of this Agreement.
- 7.2 Subject to an Employer meeting its obligations to consult arising under this Agreement or a contract of employment, it is not the intent of this provision to inhibit, limit or restrict an Employer's right or ability to introduce change at the workplace.
- 7.3 Despite subclause 7.1, the Employer recognises that Stage 3 of the 'Work Value' applications before the Fair Work Commission has not been completed. The Employer undertakes that any financial assistance delivered by the Commonwealth in regard to the rates of pay will be provided to Employees in accordance with the Minister's instructions or guidance.

8. Savings Clause

No Employee shall suffer a reduction to total accrued annual leave (including or additional annual leave in lieu of payment for public holidays worked), as at the date that this Agreement commences being reduced.

Part 2: Types of Employment and Termination of Employment

9. Types of Employment

9.1 Employment Categories

- (a) Employees under this Agreement will be employed in one of the following categories:
 - (i) full-time;
 - (ii) part time; or
 - (iii) casual.
- (b) At the time of engagement an Employer will inform each Employee whether they are employed on a full-time, part-time or casual basis. An Employer may direct an Employee to carry out such duties that are within the limits of the Employee's skill, competence and training, consistent with the respective classification.

9.2 Full-time Employment

A full-time Employee is one who is engaged to work 38 hours per week or an average of 38 hours per week pursuant to **clause 23.1** of the Agreement.

9.3 Part-time Employment

- (a) A part-time Employee is an Employee who is engaged to work less than full-time hours of an average of 38 hours per week and has reasonably predictable hours of work.
- (b) Before commencing part-time employment, the Employer and Employee will agree in writing the guaranteed minimum number of hours to be worked and the days of the week, and shifts that will be worked. For all Employees except those employed in Nursing classifications, the agreement will also include the starting and finishing times each day.
- (c) A part-time Employee will be paid a minimum of three hours pay for each engagement except that for each engagement on a Public Holiday the minimum is two hours pay.
- (d) The terms of the agreement in **clause 9.3(b)** may be varied by agreement between the Employer and Employee and recorded in writing.
- (e) Unless otherwise stated, the terms of this Agreement will apply on a pro rata basis to part-time Employees on the basis that the ordinary weekly hours for full-time Employees are 38.
- (f) A part time Employee may be requested to work reasonable additional hours in accordance with **clause 23 Ordinary Hours of Work**, **clause 28 Rosters** and **clause 32 Overtime** in this Agreement.

9.4 Annual Review of Part-Time Hours

- (a) At the request of an Employee, the hours worked by the Employee will be reviewed annually.
- (b) At 12 months where the Employee is regularly working more than their specified contracted hours, on request and where agreed, those hours shall be adjusted by the Employer, to reflect the hours regularly worked, which may include moving to full-time employment. The request shall not unreasonably declined.

- (c) The hours worked in the following circumstances will not be incorporated in the adjustment:
 - (i) if the increase in hours is as a direct result of an Employee being absent on leave, such as for example, annual leave, long service leave, maternity leave, workers compensation; and
 - (ii) if the increase in hours is due to a temporary increase in hours only due, for example, to the specific needs of a resident or client.
- (d) Any adjusted contracted hours resulting from a review, should, however, be such as to readily reflect roster cycles and shift configurations utilised at the workplace. .

9.5 Casual Employment

- (a) A casual Employee is an Employee engaged as such on an hourly basis.
- (b) A casual Employee will be paid an hourly rate equal to 1/38th of the weekly rate appropriate to the Employee's classification plus the 25% casual loading.
- (c) Casual Employees will be paid a minimum of 2 hours for each engagement at the appropriate rate.

9.6 Casual Conversion

Offers and requests for conversion from casual employment to full-time or part-time employment are provided for in the NES.

10. Trainees

Schedule E to the Miscellaneous Award 2020 sets out minimum wage rates and conditions for employees undertaking traineeships provided that any reference to "this award" in Schedule E to the *Miscellaneous Award 2020* is to be read as referring to this Agreement and not the *Miscellaneous Award 2020*.

11. Supported Wage System

- 11.1 Employees who, because of the effects of a disability, are eligible for a supported wage under the terms of this Agreement shall be employed in accordance with the provisions set out in their Assessment with the relevant capacity percentage applied to the minimum rates in this Agreement and all relevant terms of employment will conform to those in this Agreement. Provided that the minimum amount payable must be not less than \$125.00 per week and increased as per regular wage increases in this Agreement.
- 11.2 In order for an adequate assessment of the Employee's capacity to be made, the Employer may employ a person under the provisions of this schedule for a trial period not exceeding 12 weeks, except that in some cases additional work adjustment time (not exceeding four weeks) may be needed.
- 11.3 During that trial period the assessment of capacity will be undertaken and the percentage of the relevant minimum wage for a continuing employment relationship will be determined.

12. Voluntary Additional Hours

- 12.1 The Employer will always offer additional shifts in the first instance to part-time or casual Employees where it is practicable to do so.
- 12.2 Where a part-time or casual Employee requests or accepts any offer of hours in addition to their rostered shift or shifts, as acceptance is not required by the Employer, this will be paid at Ordinary time except where overtime or a penalty rate is otherwise payable.

12.3 To be clear, where the Employer requires an Employee to work additional time, the requirements of the applicable overtime rates shall apply.

13. Termination of Employment

13.1 Prior to reaching a decision to terminate the employment of an Employee, other than a casual, on grounds other than those which would justify summary dismissal, the Employer will:

- (a) inform the Employee that the termination of their employment is being considered;
- (b) advise the Employee of the reasons why termination of their employment is being considered; and
- (c) provide the Employee with an opportunity to respond to the reasons why termination of their employment is being considered.

13.2 **Clauses 13.1** and **13.3** do not apply to Employees who are terminated during their Qualifying Period of employment.

13.3 Notice of Termination

- (a) Notice of termination is provided for in the NES and applies to all Employees other than casual Employees.
- (b) Notice of termination by either the Employer or Employee is:

Employees Period of Continuous Service	Notice Requirement
Not more than 1 year	1 week
More than 1 year but not more than 3 years	2 weeks
More than 3 years but not more than 5 years	3 weeks
More than 5 years	4 weeks

- (c) Where the Employee is over 45 years of age and has completed 2 continuous years of service with the Employer the Employee is entitled to an additional week's notice.
- (d) The notice of termination required to be given by an Employee is the same as that required of an Employer as set out at **clause 13.3(b)**.
- (e) The Employer may summarily dismiss an Employee for proven serious misconduct. An Employee who is summarily dismissed is not entitled to notice, or payment in lieu of notice.
- (f) Where the Employer terminates the employment of the Employee and does not require the serving of the notice period the Employer will pay the Employee the amount in lieu of working out the notice period.
- (g) If an Employee who is at least 18 years old does not give the period of notice required under **clause 13.3(b)**, then the Employee may authorise the Employer in writing to deduct from wages due to the Employee under this Agreement on termination an amount that is no more than 1 week's wages for the Employee.
- (h) Should the Employer not receive such an authorisation from the Employee, the Employer may recover such outstanding amount from the Employee in the appropriate statutory tribunal. It is acknowledged that the Employee has the same rights to pursue an Employer for underpayment in the appropriate jurisdiction.

- (i) In respect of this requirement for an Employer to provide notice or pay in lieu of notice under this clause, nothing in this clause shall exclude the application of Subdivision C Division 11 of Part 2-2 of the Act.
- (j) It is the intention of this clause that the Employer and Employee provide appropriate notice upon termination.

13.4 Job Search Entitlement

Where an Employer has given notice of termination to an Employee, an Employee must be allowed up to one day's time off without loss of pay for the purpose of seeking other employment. The time off is to be taken at times that are convenient to the Employee after consultation with the Employer.

14. Redundancy

14.1 An Employee, other than a casual, is entitled to be paid redundancy pay by the Employer if the Employee's employment is terminated:

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

14.2 Minimum Payments:

Period of continuous service	Severance pay
Less than 1-year	Nil
1 year and less than 2 years	4 weeks' pay
2 years and less than 3 years	6 weeks' pay
3 years and less than 4 years	7 weeks' pay
4 years and less than 5 years	8 weeks' pay
5 years and less than 6 years	10 weeks' pay
6 years and less than 7 years	11 weeks' pay
7 years and less than 8 years	13 weeks' pay
8 years and less than 9 years	14 weeks' pay
At least 9 years but less than 10 years	16 weeks' pay
At least 10 years	12 weeks' pay

"Weeks' pay" means the Employee's average actual weekly earnings over the preceding twelve months from the date of termination, and shall include in addition to the ordinary pay any over-agreement payments and the following, if applicable:

- (i) shift allowances;
- (ii) weekend penalties; and,
- (ii) any other regularly paid entitlements.

14.3 Transfer to Lower Paid Duties

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

14.4 Employee Leaving During Notice Period

An Employee given notice of termination in circumstances of redundancy may terminate their employment during the period of notice. The Employee is entitled to receive the benefits and payments they would have received under this clause had they remained in employment until the expiry of the notice, but is not entitled to any payment in lieu of any remaining notice.

14.5 Job Search Entitlement

- (a) An Employee given notice of termination in circumstances of redundancy must be allowed up to one day's time off without loss of ordinary pay during each week of notice for the purpose of seeking other employment.
- (b) If the Employee has been allowed paid leave for more than one day during the notice period for the purpose of seeking other employment, the Employee must, at the request of the Employer, produce proof of attendance at an interview or they will not be entitled to payment for any time absent. For this purpose a statutory declaration is sufficient.
- (c) This entitlement applies instead of **clause 13.4**.

Part 3: Minimum Wages and Related Matters

15. Classifications

15.1 Classifications are set out in **Schedule B**;

15.2 The Employer must advise their Employees in writing of their classification upon commencement and of any subsequent changes to their classification.

16. Minimum Hourly Wages

16.1 The minimum hourly wages are set out in **Schedule A** of the Agreement.

16.2 The parties agree that the wages for Nursing Classifications are inclusive of a 1.92% buyout of one week of annual leave. The rates of pay for Nursing Classifications will be at least 1.92% above the relevant rates in the *Nurses Award 2020* or the Award that replaces it for the duration of the Agreement.

17. Pay Point Progression

See **Schedule B**.

18. Recognition of Service and Experience

18.1 From the time of commencement of employment an Employee has 2 months in which to provide documentary evidence to the Employer detailing any other relevant service or experience not disclosed at the time of commencement. This evidence, in the absence of other documentary evidence, may take the form of a statutory declaration.

18.2 Until such time as the Employee furnishes any such documentation outlined in **clause 18.1** the Employer shall pay the Employee at the level for which proof has been provided.

19. Allowances

19.1 The allowance rates set out in **Schedule A** will apply from the first full pay period on or after **the date of operation**.

19.2 Clothing and Equipment

- (a) Employees required by the Employer to wear uniforms will be supplied with an adequate number of uniforms appropriate to the occupation free of cost to Employees. Such items are to remain the property of the Employer and be laundered and maintained by such Employer free of cost to the Employee.
- (b) Instead of the provision of such uniforms, the Employer may, by agreement with the Employee, pay such Employee a uniform allowance at the rate set out in **Schedule A**. This rate is expressed as per shift or part thereof, or as a weekly rate – an Employee is to be paid whichever is the lesser amount.
- (c) Where an Employee's uniforms are not laundered by or at the expense of the Employer, the Employee will be paid a laundry allowance and paid at the rate set out in **Schedule A**.
- (d) The uniform allowance, but not the laundry allowance, will be paid during all absences on paid leave, except absences on long service leave and absence on personal/carer's leave beyond 21 days. Where, prior to the taking of leave, an Employee was paid a uniform allowance other than at the weekly rate, the rate to be paid during absence on leave will be the average of the allowance paid during the four weeks immediately preceding the taking of leave.
- (e) Where an Employer requires an Employee to wear rubber gloves, special clothing or where safety equipment is required for the work performed by an Employee, the Employer must reimburse the Employee for the cost of purchasing such special clothing or safety equipment, except where such clothing or equipment is provided by the Employer.

19.3 Meal Allowances

- (a) An Employee will be supplied with an adequate meal where the Employer has adequate cooking and dining facilities or be paid a meal allowance at the rate set out in **Schedule A** in addition to any overtime payment as follows:
 - (i) when required to work overtime after the usual finishing hour of work beyond one hour or, in the case of shiftworkers, when the overtime work on any shift exceeds one hour.
 - (ii) provided that where such overtime work exceeds four hours a further meal allowance will be paid.
- (b) **Clause 19.3(a)** will not apply when an Employee could reasonably return home for a meal within the meal break.
- (c) On request, where practicable, the meal allowance will be paid on the same day as overtime is worked.

19.4 On Call Allowance (Nursing Classifications only)

- (a) An on call allowance is paid to an Employee who is required by the Employer to be on call at their private residence, or at any other mutually agreed place. The Employee is entitled to receive the following additional amounts for each 24 hour period or part thereof:

- (i) between rostered shifts or ordinary hours Monday to Friday inclusive the amount set out in **Schedule A**.
 - (ii) between rostered shifts or ordinary hours on a Saturday the amount set out in **Schedule A**.
 - (iii) between rostered shifts or ordinary hours on a Sunday, public holiday or any day when the Employee is not rostered to work the amount set out in **Schedule A**.
- (b) For the purpose of this clause the whole of the on call period is calculated according to the day on which the major portion of the on call period falls.

19.5 Travelling, Transport and Fares

- (a) An Employee required and authorised to use their own motor vehicle in the course of their duties will be paid not less than the allowance set out in **Schedule A**.
- (b) When an Employee is involved in travelling on duty, if the Employer cannot provide the appropriate transport, all reasonably incurred expenses in respect to fares, meals and accommodation will be met by the Employer on production of receipted account(s) or other evidence acceptable to the Employer.
- (c) An Employee who leaves the facility and is recalled to duty will be reimbursed all reasonable fares and expenses actually incurred, including the per kilometre rate in **Schedule A** when the Employee uses a vehicle in those circumstances.
- (d) Provided further that the Employee will not be entitled to reimbursement for expenses referred to in **clause 19.5(b)** which exceed the mode of transport, meals or the standard of accommodation agreed with the Employer for these purposes.

19.6 Continuing Education Allowance (Registered Nursing Classifications only)

- (a) A Registered Nurse who holds a continuing education qualification in a clinical field, in addition to the qualification leading to registration or enrolment, shall be paid an allowance subject to the conditions set out in this clause.
- (b) The qualification must be accepted by the Employer to be directly relevant to the competency and skills used by the Employee in the duties of the position.
- (c) The allowance is not payable to Clinical Managers, Deputy Directors of Nursing or Directors of Nursing unless it can be demonstrated to the satisfaction of the Employer that more than fifty per cent of the Employee's time is spent doing clinical work.
- (d) The allowance is not payable to Clinical Nurse Specialists, Clinical Nurse Consultants or Clinical Nurse Educators.
- (e) A registered nurse or enrolled nurse holding more than one relevant qualification is only entitled to the payment of one allowance, being the allowance of the highest monetary value.
- (f) The Employee claiming entitlement to a continuing education allowance must provide evidence to the Employer that they hold that qualification.
- (g) A Registered Nurse who holds a relevant postgraduate certificate in a clinical field (not including a hospital certificate) that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Schedule A**.
- (h) A Registered Nurse who holds a relevant postgraduate diploma or degree in a clinical field (other than a nursing undergraduate degree) that is accepted by the Employer to be directly

relevant to the competency and skills used by the registered nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Schedule A**.

- (i) A Registered Nurse who holds a relevant master's degree or doctorate in a clinical field that is accepted by the Employer to be directly relevant to the competency and skills used by the Registered Nurse in carrying out the duties of the position shall be paid the weekly allowance set out in **Schedule A**.
- (j) The allowances set out in this subclause are not included in the Employee's ordinary rate of pay and will not constitute part of the all-purpose rate.
- (k) A Registered Nurse who is employed on a part time or casual basis shall be paid these allowances on a pro rata basis.

19.7 In Charge Allowance (Nursing Classifications only)

- (a) A Registered Nurse who is designated to be in charge during the day, evening or night of a residential aged care facility shall be paid in addition to their salary, whilst so in charge, the per shift allowance set out in **Schedule A**.
- (b) **Clause 19.7** shall not apply to Registered Nurses holding classified positions of a higher Level than a Registered Nurse Level 2.

19.8 Leading Hand Allowance (Aged Care Classifications only)

- (a) A leading hand is an Employee who is placed in charge of not less than 2 other Employees of a substantially similar classification, but does not include any Employee whose classification denotes supervisory responsibility.
- (c) This allowance at **Schedule A** will be part of salary for all purposes of the Agreement.
- (d) An Employee who works less than 38 hours per week will be entitled to the allowances prescribed by this clause in the same proportion as the average hours worked each week bears to 38 ordinary hours.

19.9 Nauseous Work Allowance (Aged Care Classifications only)

The allowance set out in **Schedule A** per hour or part thereof will be paid to an Employee in any classification if they are engaged in handling linen of a nauseous nature other than linen sealed in airtight containers and/or for work which is of an unusually dirty or offensive nature having regard to the duty normally performed by such Employee in such classification. Any Employee who is entitled to be paid an allowance will be paid a minimum sum set out in **Schedule A** for work performed in any week.

19.10 Tool Allowance (Aged Care Classifications only)

A tool allowance as set out in **Schedule A** for the supply and maintenance of tools will be paid per week to chefs and cooks who are not provided with all necessary tools by the Employer.

19.11 Medication Allowance (Personal Care Worker classifications only)

Medication Allowance is set out at **Schedule A** and is paid per hour for the duration of the shift and is payable to a Personal Care Worker who:

- (a) is required by the Employer to administer medication;
- (b) who is a Personal Care Worker Level 3 (Certificate III or Certificate IV – deliver medications unit); and
- (c) has completed medication training and is deemed competent by the employer after objective internal assessment.

20. Payment of Wages

- 20.1 Wages must be paid fortnightly unless otherwise mutually agreed up to a monthly maximum period.
- 20.2 Employees will be paid by electronic funds transfer into the bank or financial institution account nominated by the Employee.
- 20.4 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, for example bank error or delay.
- 20.5 Where a Public Holiday falls on a pay day the Employer will, where practicable, make payment on the day prior to the Public Holiday day and will notify Employees of this change.

20.6 Pay Slips

- (a) In accordance with the Act each Employee will be provided a payslip each pay day which provides the Employees hours worked and accrued entitlements. This will include but is not limited to:
 - (i) the Employee's classification and rate of pay;
 - (ii) ordinary and overtime hours worked;
 - (iii) any penalty rates payable;
 - (iv) annual leave;
 - (vi) accrued days off;
 - (vii) time off in lieu;
 - (viii) the Employers ABN.
- (b) Employees have the right to request their current leave balances at any time.

20.7 Underpayment of Wages

- (a) Where an Employee is underpaid all or part of their pay on any occasion they should raise the error immediately with the Employer.
- (b) The Employer, upon agreement with the identified error, will rectify the error as soon as practicable.

20.8 Overpayment of Wages

- (a) Where the Employee has been overpaid all or part of their pay on any occasion they, or the Employer, should raise the error immediately.
- (b) The Employee, upon agreement with the identified error will agree to enter a payment arrangement to be recorded in writing.
- (c) Any payment arrangements will be agreed to and authorised by the Employee in writing.

21. Superannuation

21.1 An 'approved fund' means:

- (a) Aware Super;

- (b) Australian Super;
 - (c) Health Employees' Superannuation Trust Australia (H.E.S.T.A.); or,
 - (d) any agreed complying superannuation fund; provided that the employer shall not unreasonably withhold agreement unless it establishes good and proper reasons for the withholding of agreement.
- 21.2 An employee will nominate one approved fund to which all statutory superannuation contributions shall be paid.
- 21.3 On commencement, should an Employee fail to nominate an approved fund within 28 days, the Employer will make superannuation payments to the Employee's 'Stapled Fund' (meaning the Superannuation Fund used in their last period of employment). Employees with no identified Super Fund and who do not nominate a Superannuation Fund within 28 days, will have their superannuation sent to one of the nominated Funds above.
- 21.4 The superannuation contributions will be paid at the base rate of pay, which for the purpose of this Agreement includes ordinary time worked on public holidays and public holiday loadings.

22. Salary Sacrifice to Superannuation Fund

- 22.1 An Employee may choose to sacrifice a portion of their salary to superannuation. Such election must be made prior to the commencement of the period of service to which the earnings relate and be in accordance with relevant legislation.
- 22.2 Salary sacrifice to superannuation means the option of making additional superannuation contributions by electing to sacrifice a portion of the gross earnings (pre-tax dollars). This will give the effect of reducing the taxable income by the amount for salary sacrifice.
- 22.3 The Employer will not use any amount that is salary sacrificed by an Employee to count towards the Employer's obligation to pay contributions under the Superannuation Guarantee legislation.
- 22.4 Contributions payable by the Employer in relation to the Superannuation Guarantee legislation shall be calculated by reference to the wages or salary which would have applied to the Employee under this Agreement in the absence of any salary sacrifice.
- 22.5 Any additional superannuation contributions made in accordance with this clause shall be paid into the same superannuation fund that receives the Employer's Superannuation Guarantee contributions.
- 22.6 Any allowance, penalty rate, or overtime payment for unused leave entitlements, other than any payments for leave taken whilst employed, shall be calculated by reference to the salary which would have applied to the Employee in the absence of any salary sacrifice to superannuation.
- 22.7 Payment for leave taken whilst employed will be at the post-salary sacrificed amount.

Part 4: Hours of Work and Related Matters

23. Ordinary Hours of Work

- 23.1 The ordinary hours of work will be 38 hours per week, or an average of 38 hours per week worked over 76 hours per fortnight or 114 hours per 21 days or 152 hours per 4 week period, and will be worked either:
- (a) in a period of 28 calendar days of not more than 20 workdays in roster cycle;
 - (b) in a period of 28 calendar days of not more than 19 workdays in a roster cycle, with the twentieth day taken as an accrued paid day off (ADO); or

- (c) The shift length or ordinary hours of work per day will be 8 hours on a day shift or may be up to 10 hours on a night shift.

23.2 The hours of work on any day or shift will be continuous except for meal breaks.

24. Span of Ordinary Hours

24.1 The ordinary hours of work for a day worker will be between 6.00 am and 6.00 pm Monday to Friday.

24.2 A **shiftworker** is an Employee who is regularly rostered to work their ordinary hours of work outside the ordinary hours of work of a day worker as defined in **clause 24.1**.

25. Rostered Days Off

Employees, other than a casual Employee, will be free from duty for not less than two full days in each week or four full days in each fortnight or eight full days in each 28 day cycle. Where practicable, days off will be consecutive. For Employees employed in Nursing classifications duty includes time an Employee is on call.

26. Rest Breaks Between Rostered Work

26.1 An Employee will have a break of 10 hours between the completion of one ordinary work period or shift and the commencement of another ordinary work period or shift, except where by written agreement requested by an employee where it may be 8 hours.

26.2 If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, or 8 hours as agreed, they will be paid at the applicable overtime rate until released from duty.

27. Accumulation and Taking of Accrued Days Off (ADOs)

27.1 This clause will only apply to full-time Employees.

27.2 Where an Employee is entitled to an ADO in accordance with the arrangement of ordinary hours of work as set in **clause 23.1(b)**, ADOs will be taken within 12 months of the date on which the first full ADO accrued.

27.3 With the consent of the Employer, ADOs may be accumulated up to a maximum of five in any one year.

27.4 Where an Employee's employment terminates for any reason, accumulated ADOs will be paid to the Employee at ordinary rates.

27.5 The Employer will schedule the taking of ADOs and display them on the roster. Scheduling decisions will be based on the needs of the workplace and will have regard to Employee's preferences.

27.6 Wherever possible ADOs will be consecutive with rostered days off prescribed in **clause 25**.

27.7 Once set, ADOs may not be changed, except in accordance with **clause 28 Rosters**.

27.8 ADOs will not be rostered on public holidays.

27.9 ADOs credited to an Employee may be cashed out, subject to each cashing out of a particular amount of ADOs must be by a separate agreement in writing between the Employer and the Employee and paid as if they took an ordinary day off.

28. Rosters

- 28.1 The roster will set out Employees' daily ordinary working hours and starting and finishing times and will be displayed in a place conveniently accessible to Employees fourteen days prior to the commencement of the roster period.
- 28.2 Employees will work in accordance with a weekly or fortnightly roster set by the Employer.
- 28.3 It is not obligatory for the Employer to display any roster of the ordinary hours of work of casual or relieving staff.
- 28.4 Unless the Employer otherwise agrees, an Employee desiring a roster change will give 7 days' notice except where the Employee is ill or in an emergency.
- 28.5 Seven days' notice of a change of roster will be given by the Employer to an Employee. Except that, a roster may be altered at any time:
- (a) by mutual agreement; or
 - (b) 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
 - (c) to enable the functions of the facility to be carried out where another Employee is absent from work pursuant to **clauses 38 Ceremonial Leave; 39 Personal/Carer's Leave and Compassionate Leave** and **43 Leave to Deal with Family and Domestic Violence**, or in an emergency.

Where any such alteration requires an Employee working on a day which would otherwise have been the Employee's day off, the day off instead will be as mutually arranged.

29. Broken Shifts (Aged Care Classifications only)

- 29.1 Broken shifts for the purpose of this clause means a shift worked by an Employee that includes one or more breaks (other than a meal break) totalling not more than four hours and where the span of hours is not more than 12 hours.
- 29.2 A broken shift may be worked where there is mutual agreement between the Employer and Employee to work the broken shift.
- 29.3 Payment for a broken shift will be paid at the base rate of pay with penalty rates and shift allowances in accordance with **clause 33 Shiftwork**, with shift allowances being determined by the commencing time of the broken shift.
- 29.4 All work performed beyond the maximum span of 12 hours for a broken shift will be paid at double time.
- 29.5 For permanent part-time and casual Employees, each portion of the shift must be a minimum payment of 2 hours.
- 29.6 An Employee must receive a minimum break of 10 hours between broken shifts rostered on successive days.

30. Saturday and Sunday Work

- 30.1 Full-time and part-time Employees will be paid the following rates for ordinary hours worked on Saturdays and Sundays:

Classification of Employee	Midnight Friday to Midnight Saturday	Midnight Saturday to Midnight Sunday
Aged Care Employees including Personal Carers	150% of their base rate of pay	175% of their base rate of pay
Nursing Staff	150% of their base rate of pay	175% of their base rate of pay

30.2 Casual Employees will be paid the following rates for ordinary hours worked on Saturdays and Sundays:

Classification of Employee	Midnight Friday to Midnight Saturday	Midnight Saturday to Midnight Sunday
Aged Care Employees including Personal Carers	175% of their base rate of pay	200% of their base rate of pay
Nursing Staff	187.5% of their base rate of pay	200% of their base rate of pay

30.3 The rates prescribed in **clause 30.2** will be in substitution for and not cumulative upon the casual loading prescribed in **clause 9.5(b)**.

30.4 These extra rates in **clause 30** will be in substitution for and not cumulative upon the shift penalties prescribed at **clause 33 Shiftwork**.

31. Breaks

31.1 Meal Breaks

- (a) An Employee who works in excess of five hours will be entitled to an unpaid meal break of not less than 30 minutes and not more than 60 minutes.
- (b) If an Employee is recalled to work or must remain on duty during the meal break, then overtime will be paid for all time worked during such meal break.

31.2 Tea Breaks

- (a) An Employee is entitled to two paid 10 minute tea breaks in each 7.6 hours worked at a time to be agreed between the Employee and Employer.
- (b) Where less than 7.6 ordinary hours are worked, employees will be allowed one 10 minute interval in each four hour period.
- (c) Subject to agreement between the Employer and Employee, such breaks may alternatively be taken as one 20 minute tea break.
- (d) Tea breaks will count as time worked.

32. Overtime

32.1 Overtime Penalty Rates

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in **clause 23 Ordinary Hours of Work** and **clause 24.1 Span of Hours** are to be paid on their base rate as follows:

Classification of Employee	Monday to Friday	Saturday	Sunday	Public holidays
Aged Care	150% for the first two hours and 200% thereafter	200%	200%	250%
Nursing		150% for the first two hours and 200% thereafter		

- (b) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in **clause 30 Saturday and Sunday Work** and **clause 33 Shiftwork**.

32.2 Part-time and Casual Employees

- (a) Hours worked in excess of the ordinary hours on any day or shift prescribed in **clause 23 Ordinary Hours of Work** and **clause 24.1 Span of Hours** are to be paid on their base rate as follows:

Classification of Employee	Monday to Friday	Saturday	Sunday	Public holidays
Parttime Nursing	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%
Casual Nursing	175% for the first two hours and 225% thereafter	175% for the first two hours and 225% thereafter	225%	275%
Parttime Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	150% for the first two hours and 200% thereafter	200%	200%	250%
Casual Aged Care - all time worked in excess of 38 hours per week or 76 hours per fortnight	187.5% for the first two hours and 250% thereafter	250%	250%	312.5%
Part-time Aged Care - all time worked in excess of 10 hours per day	150% for the first two hours and 200% thereafter	150% for the first two hours and 200% thereafter	200%	250%

Casual Aged Care - all time worked in excess of 10 hours per day	187.5% for the first two hours and 250% thereafter	187.5% for the first two hours and 250% thereafter	250%	312.5%
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- (b) The rates for casual Employees in **clause 32.2(a)** are in substitution for and not cumulative upon the casual loading prescribed in **clause 9.5(b)**.
- (c) For a part-time Employee, all time worked in excess of their guaranteed hours (unless an agreement has been entered into between the part-time Employee and their Employer in accordance with **clause 9.3(d)**) will be overtime and paid at the rates prescribed by **clause 32.2(a)**.
- (d) Overtime rates under this clause will be in substitution for and not cumulative upon the shift premiums prescribed in **clause 30 Saturday and Sunday Work** and **clause 33 Shiftwork**.

32.3 Time Off Instead of Payment for Overtime

By mutual agreement, an Employee may be compensated by way of time off instead of payment of overtime (time for time) on the following basis:

- (a) Time off instead of payment of overtime must be equivalent to the overtime payment that would have been made to the Employee and taken within three months of being accrued.
- (b) Where it is not possible for an Employee to take the time off, instead of payment for overtime, within the three month period, it is to be paid out at the appropriate overtime rate based on the rates of pay applying at the time payment is made.
- (c) An Employee cannot be compelled to take time off instead of overtime.

32.4 Rest Period After Overtime

- (a) When overtime work is necessary, it will be arranged for the Employee to have at least 10 consecutive hours off duty between the work of successive days or shifts, including overtime.
- (b) An Employee, other than a casual Employee, who works so much overtime between the termination of their ordinary work on one day and the commencement of their ordinary work on the next day, that they have not had at least 10 consecutive hours off duty between those times, will be released after completion of such overtime, until they have had 10 consecutive hours off duty without loss of pay for ordinary working time occurring during such an absence.
- (c) If, on the instruction of the Employer, an Employee resumes or continues to work without having had 10 consecutive hours off duty, they will be paid at the applicable overtime rate until released from duty for such period. The Employee will then be entitled to be absent until they have had 10 consecutive hours off duty without loss of pay for rostered ordinary hours occurring during the absence.

32.5 Rest Break during Overtime

An Employee working overtime will take a paid rest break of 20 minutes after each four hours of overtime worked if required to continue to work after the break.

32.6 Recall to Work when On Call

An Employee, who is required to be on call and who is recalled to work, will be paid for a minimum of four hours work at the appropriate overtime rate.

32.7 Recall to Work when not On Call

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

33. Shiftwork

33.1 Shift Penalties

- (a) Employees working afternoon or night shift shall be paid the following percentages in addition to their base rate of pay. Provided that Employees who work less than 38 hours per week will only be entitled to the additional rates where their shifts commence prior to 6.00am or finish subsequent to 6.00pm.

Nurse Shift Penalties

Nursing Employees working afternoon or night shift shall be paid the following percentages for such shift:

Shift	Full-time/ Part-time Employee	Casual Employee
Afternoon shift commencing not earlier than 12.00 noon and finishing after 6.00 pm on the same day	12.5% of their base rate of pay	37.5% of their base rate of pay
Night shift commencing at on or after 6.00 pm and finishing before 7.30 am on the following day.	15% of their base rate of pay	40% of their base rate of pay

Aged Care Employees Shift Penalties

Shift	Full-time/ Part-time Employee	Casual Employee
Afternoon shift commencing at or after 10:00 a.m. and before 1:00 p.m	10% of their base rate of pay	35% of their base rate of pay
Afternoon shift commencing at or after 1:00 p.m. and before 4:00 p.m	12.5% of their base rate of pay	37.5% of their base rate of pay
Night shift commencing at or after 4:00 p.m. and before 4:00 a.m	15% of their base rate of pay	40% of their base rate of pay
Night shift commencing at or after 4:00 a.m. and before 6:00 a.m	10% of their base rate of pay	35% of their base rate of pay

- (b) The shift penalties prescribed in this clause will not apply to shiftwork performed by an Employee on Saturday, Sunday or public holiday where the extra payment prescribed by **clause 30 Saturday and Sunday Work** and **clause 37 Public Holidays** applies.

- (c) The rates for casual Employees in **clause 32.2(a)** are in substitution for and not cumulative upon the casual loading prescribed in **clause 9.5(b)**.

34. Higher Duties

34.1 An Employee engaged in any duties carrying a higher wage rate than the classification in which they are ordinarily employed in any one day or shift will be paid at the higher wage rate for:

- (a) the time so worked for two hours or less; or
- (b) full day or shift where the time so worked exceeds two hours.

Part 5: Leave and Public Holidays

35. Annual Leave

35.1 Annual leave is provided for in the NES.

35.2 Quantum of Annual Leave

- (a) Annual leave on full pay is to be granted in accordance with the NES as follows:
 - (i) Full-time Employees four weeks (152 hours) annual leave
 - (ii) Full-time shiftworkers five weeks (190 hours) annual leave
 - (iii) Part-time Employees four weeks annual leave on a pro rata basis
 - (iv) Part-time shiftworkers five weeks annual leave on a pro rata basis
- (b) For the purposes of the NES and this clause, a shiftworker is an Employee who is not a day worker as defined in **clause 24.1 Span of Hours**.

35.3 Taking of Leave

- (a) Annual leave shall be given and generally taken within a period of 6 months after the date when the right to annual leave accrued; provided that the giving and taking of such leave may be postponed by mutual agreement between the parties for a further period not exceeding six months.
- (b) Where an Employee requests, annual leave can be taken in single days.
- (c) The Employer shall provide a response within a reasonable timeframe giving consideration to the urgency of the application to an Employee' application for annual leave.

35.4 Direction by Employer for Excessive Leave to be taken

- (a) The Employer may, by giving an Employee at least 4 weeks' notice in writing direct an Employee to take one or more periods of paid annual leave where the Employee has an outstanding annual leave balance greater than 8 weeks or 10 weeks for a shift worker.
- (b) Prior to notifying an Employee of a direction to take annual leave the Employer will attempt to meet with the Employee to arrange a plan for the Employee to take annual leave. Where the Employee does not confer with the Employer, or the Employer and Employee do not come to agreement when leave will be taken, the Employer can direct the Employee to take leave as per **clause 35.4(a)**.

35.5 Payment for Annual Leave

- (a) An Employee will be paid the amount of wages they would have received for ordinary time worked had they not been on leave during that period.

35.6 Cashing out of Annual Leave

- (a) Annual leave credited to an Employee may be cashed out, subject to the following conditions:
 - (i) paid annual leave must not be cashed out if the cashing out would result in the Employee's remaining accrued entitlement to paid annual leave being less than 4 weeks; and
 - (ii) 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
 - (iii) 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.

35.7 Annual Leave Loading

- (a) In addition to their base pay, an Employee, other than a shiftworker, will be paid an annual leave loading of 17.5% of their ordinary pay.
- (b) Shiftworkers, in addition to their base pay, will be paid the higher of:
 - (i) an annual leave loading of 17.5% of base pay; or
 - (ii) the weekend and shift penalties the Employee would have received had they not been on leave during the relevant period based on the Employee's roster pattern from the previous 4 roster cycles.
- (c) When the employment of an Employee is terminated, and at the time of the termination the Employee has not been given and not taken the whole of an annual leave period to which the Employee became entitled, the Employee will be paid their leave loading entitlement for the period not taken.
- (d) Annual leave loading is not payable for days that have been added in accordance with the election provisions of **clause 37.2(a)**.

35.8 Payment of Annual Leave on Termination

On the termination of their employment, an Employee will be paid their accrued annual leave.

36. Leave Without Pay

36.1 An Employee, other than a casual, may request leave without pay in exceptional circumstances when all accrued leave has been exhausted.

36.2 The Employee must make such application:

- (a) in writing,
- (b) including reason/s for leave,
- (c) at least 14 days prior to the taking of leave without pay,
- (d) or as otherwise agreed between the Employee and Employer.

36.3 The Employer has the right to refuse a request for leave without pay at their discretion.

36.4 Leave without pay is to be taken in week blocks or as otherwise agreed.

36.5 A period of leave without pay does not break an Employee's continuity of service, but does not count as service.

37. Public Holidays

37.1 Public holidays are provided for in the NES. This clause contains additional provisions.

37.2 Payment for Work Done on Public Holidays

- (a) All work done by an Employee during their ordinary shifts on a public holiday, including a substituted day, will be paid at 250% of their base rate of pay. Alternatively, if the Employee elects, the Employee will be paid half-time extra (50%) for all time worked in addition to the weekly rate and have one ordinary working day added to the period of annual leave. This additional annual leave shall not attract the annual leave loading prescribed at **clause 35.7**.
- (b) The election in **clause 37.2(a)** will be made on the commencement of employment and then on the anniversary date each year. The Employee may not alter such election during the year except with the agreement of the Employer.
- (c) Payments and entitlement under this clause are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.
- (d) For the purposes of this Agreement, the following shall be deemed to be public holidays:

New Year's Day; Australia Day; Good Friday; Easter Saturday; Easter Sunday; Easter Monday; Anzac Day; the Kings Birthday; Labour Day; Christmas Day; Boxing Day.

37.3 Public Holiday Substitution – State Law

If, under (or in accordance with a procedure under) a law of a State or Territory, a day or part-day is substituted for a day or part-day that would otherwise be a public holiday because of **clause 37.2(d)**, then the substituted day or part-day is the public holiday.

37.4 Public Holiday Substitution

An Employer and an Employee may, by agreement, substitute another day for a public holiday.

37.5 Public Holidays Occurring on Rostered Days Off

All full-time Employees will receive a day's base 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.

37.6 Part-time Employees

- (a) A part-time Employee will only be entitled to payment for those public holidays that fall on days they are normally rostered to work.
- (b) A part-time Employee who is rostered off on a public holiday they would ordinarily work will be paid their base pay for that day.

37.7 Casual Employees

- (a) Casual Employees will be paid only for those public holidays they work. Casual employees will be paid for hours worked at the relevant rate on their base rate in the table below. The rates are in substitution for and not cumulative upon the casual loading prescribed in **clause 9.5(b)**.

Classification of Employee	Public Holiday Rate
Aged Care	312.5% of their base rate of pay
Nursing	250% of their base rate of pay

- (b) Payments under this **clause 37.7** are instead of any additional rate for shift or weekend work which would otherwise be payable had the shift not been a public holiday.

38. Ceremonial Leave

An Employee who is required by Aboriginal or Torres Strait Islander tradition to be absent from work for Aboriginal or Torres Strait Islander ceremonial purposes will be entitled to up to 10 working days unpaid leave in any one year, with the approval of the Employer.

39. Personal/Carer's Leave and Compassionate Leave

39.1 Employees are entitled to personal/carer's leave and compassionate leave in accordance with the provisions of the NES (refer to Chapter 2, Part 2-2, Division 7 of the Act).

39.2 Personal/carer's and compassionate leave entitlements for casual Employees are as set out in the NES.

39.3 Entitlement to Paid Personal/Carer's Leave

- (a) For each year of service with the Employer, a full-time Employee is entitled to 10 days of paid personal/carer's leave.
- (b) An Employee's entitlement to paid personal/carer's leave accrues progressively during a year of service according to the Employee's ordinary hours of work, and accumulates from year to year.

39.4 Taking of Personal/Carer's Leave

An Employee may take paid personal/carer's leave:

- (a) where the Employee is not fit for work because of a personal illness, or personal injury, affecting the Employee; or
- (b) to provide care or support to a member of the Employee's Immediate Family, or a member of the Employee's household, who requires care or support because of:
 - (i) a personal illness, or personal injury, affecting the member; or
 - (ii) an unexpected emergency affecting the member.

39.5 Notice and Evidence Requirements

- (a) To be entitled to leave under **clause 39** an Employee must give the Employer notice of the period, or expected period of the leave:
 - (i) as soon as reasonably practicable (which may be at a time before or after the leave has started) that the Employee is (or will be) absent from their employment.
- (b) To be entitled to personal leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the personal leave has started) either:

- (i) a medical certificate from a medical practitioner stating that in their opinion, the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (ii) a statutory declaration made by the Employee stating that the Employee was, is, or will be unfit for work during the period because of a personal illness or injury; or
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.
- (c) To be entitled to carer's leave during the period the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the carer's leave has started) either:
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member requires or required care and support during the period due to personal illness or injury; or
 - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period to provide care or support to a member of the Employee's Immediate Family or household because of personal illness, or injury, or an unexpected emergency; or
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion
- (d) To be entitled to 2 days unpaid compassionate leave during the period, the Employee may be required to give the Employer as soon as reasonably practicable (which may be at a time before or after the compassionate leave has started):
 - (i) a medical certificate from a medical practitioner stating that in their opinion the member is suffering from an illness or injury that poses a serious threat to the member's life; or
 - (ii) a statutory declaration made by the Employee stating that the Employee requires or required leave during the period due to an illness, injury or death of the member.
 - (iii) evidence that would satisfy a reasonable person that the leave was taken for a permissible reason or occasion.

39.6 Payment of Paid Personal/Carer's Leave

- (a) If an Employee takes a period of paid personal/carers leave and meets the notice requirements set out at **clause 39.5** the Employer must pay the Employee at the Employee's base rate of pay for the Employee's ordinary hours of work in the period.
- (b) In addition, an Employee may use accumulated personal/carers leave when on workers compensation only where their workers compensation payments are less than their normal full pay. In this case a personal/carers leave entitlement may be used to make up the difference between the full normal pay and the workers compensation payment.

39.7 Service

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

- (c) Any period of paid or unpaid leave arising from an Employee accessing Leave to deal with Family and Domestic Violence does not break an Employee's continuity of service and counts as service for all purposes.

40. Long Service Leave

40.1 Relationship to the *Long Service Leave Act 1955* (NSW)

- (a) An Employee's entitlement to long service leave shall be in accordance with the provisions of this Agreement and the *Long Service Leave Act 1955* (NSW).
- (b) Where this clause provides entitlements that are more beneficial than the *Long Service Leave Act 1955* (NSW) this clause shall apply.
- (c) Where this clause is silent the provisions of the *Long Service Leave Act 1955* (NSW) shall apply.

40.2 An employee's entitlement to long service leave shall be in accordance with the provisions of the *Long Service Leave Act 1955* (NSW).

40.3 Where an employee has reached 15 years of eligible service, the onwards entitlement shall be 1.5 months' pay per additional 5 completed years and paid pro rata per completed year.

41. Community Service Leave

Community service leave is provided for in the NES.

42. Parental Leave

42.1 Parental leave is provided for in the NES (refer to Chapter 2, Part 2-2, Division 5 of the Act) with this clause identifying some of those provisions.

42.2 An Employee is entitled to 12 months of unpaid parental leave if:

- (a) The leave is associated with:
 - (i) The birth of a child of the Employee or Employee's spouse or de-facto partner; or
 - (ii) The placement of a child with the Employee for adoption.

(b) The Employee has or will have a responsibility for the care of the child.

- (c) Employees who are eligible under the NES may seek additional 12 months of unpaid leave as per the NES and such additional absence shall not be unreasonably refused.

42.3 To be entitled to parental leave the Employee must have completed at least 12 months continuous service with the Employer prior to:

- (a) the date of birth or expected date of birth; or
- (b) day of placement or expected day of placement of the child.

42.4 Paid Parental Leave

- (a) In addition to unpaid parental leave available to eligible Employees under the Act, full-time and part-time Employees may claim paid parental leave at their base rate of pay as provided for at **clause 42.4(d)**, from the date the parental leave commences in the following circumstances:

- (i) where there is compliance with the documentation requirements to the extent to which they apply; and
 - (ii) immediately before the expected date of birth of the child, the Employee has, or will have, completed at least 24 months of continuous service with the Employer, and
 - (iii) where the Employee will be the primary care giver for the child.
- (b) With regards to the first and subsequent claims for Employer paid parental leave the following conditions apply:
 - (i) first claim: where eligible for unpaid parental leave; and
 - (ii) second and subsequent claims: where an Employee having returned to work from a period of parental leave has completed a further 6 months of continuous service prior to each claim.
- (c) Payment of Employer paid parental leave is calculated on the Employee's weekly base rate of pay based on the average ordinary hours worked by the Employee in the 12 month period immediately preceding the commencement of parental leave.
- (d) Eligible full-time and part time Employees are entitled to apply for paid parental leave as provided below:
 - (i) Primary Care Giver Leave - 6 weeks Employer top up pay for the Primary Care Giver. Primary Care Giver Leave can also be accessed for adoption, and will commence from the date of taking custody of the child; or
 - (ii) Partner Leave - 2 weeks Employer top up pay in any one year which must commence within four weeks of the birth or placement date of the child.
- (e) With regards to Employer paid parental leave the following applies:
 - (i) The Employer will pay "top up pay" at the Employees' weekly base rate of pay. "Top up pay" is the difference between the Employee's base rate of pay and the amount provided by a Government Paid Parental Leave Scheme.
 - (ii) The Employee is required to notify the Employer that they have applied for the Government Paid Parental Leave Scheme.
 - (iii) Where an Employee meets the requirements of **clause 42.4(a)** but is not eligible for Government Paid Parental Leave, the Employer will provide an amount to the Employee, limited to what the Employee would have received from the Employer should have they been eligible to Government Paid Parental Leave.
- (f) It is agreed between the parties that it is the intention of this clause to only provide a paid parental leave entitlement based on topping up a government paid parental leave scheme up to a maximum of the Employee's average base weekly wage.
- (g) For Employee couples of the Employer, it is agreed that the intention of this clause is that the benefit will apply to only one person during each eligible period of paid parental leave.

43. Leave to Deal with Family and Domestic Violence

Leave to deal with Family and Domestic Violence is provided for in the NES.

Part 6: Other Conditions

44. Requests for Flexible Working Arrangements

44.1 Employee may request change in working arrangements

Clause 44 applies where an Employee has made a request for a change in working arrangements under s.65 of the Act.

Note 1: Section 65 of the Fair Work Act provides for certain Employees to request a change in their working arrangements because of their circumstances, as set out in s.65(1A).

Note 2: The Employer may only refuse a s.65 request for a change in working arrangements on 'reasonable business grounds' (see s.65(5) and (5A)).

*Note 3: **Clause 44** is an addition to s.65.*

44.2 Responding to the request

Before responding to a request made under s.65, the Employer must discuss the request with the Employee and genuinely try to reach agreement on a change in working arrangements that will reasonably accommodate the Employee's circumstances having regard to:

- (a) the needs of the Employee arising from their circumstances;
- (b) the consequences for the Employee if changes in working arrangements are not made; and
- (c) any reasonable business grounds for refusing the request.

Note 1: The Employer must give the Employee a written response to an Employee's s.65 request within 21 days, stating whether the Employer grants or refuses the request (s.65(4)).

Note 2: If the Employer refuses the request, the written response must include details of the reasons for the refusal (s.65(6)).

44.3 If the Employer refuses the request

Clause 44.3 applies if the Employer refuses the request and has not reached an agreement with the Employee under **clause 44.2**.

- (a) The written response under s.65(4) must include details of the reasons for the refusal, including the business ground or grounds for the refusal and how the ground or grounds apply.
- (b) If the Employer and Employee could not agree on a change in working arrangements under **clause 44.2**, the written response under s.65(4) must:
 - (i) state whether or not there are any changes in working arrangements that the Employer can offer the Employee so as to better accommodate the Employee's circumstances; and
 - (ii) if the Employer can offer the Employee such changes in working arrangements, set out those changes in working arrangements.

44.4 If a different change in working arrangements is agreed

If the Employer and the Employee reached an agreement under **clause 44.2** on a change in working arrangements that differs from that initially requested by the Employee, the Employer

must provide the Employee with a written response to their request setting out the agreed change(s) in working arrangements.

44.5 Dispute resolution

Disputes about whether the Employer has discussed the request with the Employee and responded to the request in the way required by this **clause 44**, can be dealt with under **clause 49 Dispute Resolution Procedure**.

45. Training and Education

- 45.1 An Employer may make in-service training available to all Employees to assist those Employees to maintain professional registration or endorsement and skill development.
- 45.2 The Employer shall provide for mandatory in-service training.
- 45.3 Each Employee shall provide to their Employer details of their attendance at in-service training and the Employer shall keep a record of this attendance.
- 45.4 Where requested, on the termination of employment, the Employer will provide to an Employee, a written statement of the hours of in-service training attended by the Employee.
- 45.5 Where practicable, such training shall be provided to Employees during the normal rostered hours of work. Where it is not practicable to provide such training during the normal rostered hours of work then:
 - (a) Employees shall attend in-service training outside their normal rostered working hours when required to do so by the Employer.
 - (b) An Employer shall provide Employees with 2 weeks' notice of the requirement to attend training outside of their normal rostered working hours.
- 45.6 The Employer will review all requests for external training on a case by case basis having regard to the operational needs of the business.

46. National Criminal History and/or NDIS Check

- 46.1 It is a requirement of employment that Employees covered by this Agreement obtain and retain a current National Criminal History Check, known as a Police Check.
- 46.2 Police Check
 - (a) All new or prospective Employees are required to provide a current and satisfactory Police Check at their own expense.
 - (b) All Employees, except as provided at **clause 46.2(c)** are required to renew their Police Check at their own expense.
 - (c) In accordance with obligations contained in the *Aged Care Act 1997* (Cth), where an Employee does not maintain a current and satisfactory Police Check, they will be stood down without pay until such time as the Police Check is provided to the Employer.
 - (d) Where an Employee has an accrued annual leave entitlement they may request to take annual leave during the period of the period they are unable to be rostered subject to the approval of the Employer.
 - (e) Failure to provide and maintain a current Police Check may result in disciplinary action, up to and including dismissal.

46.3 Police Check Status Change

- (a) If an Employee's Police Check status changes, or may change (subject to the completion of legal proceedings) prior to the expiry of the existing Police Check, the Employee is required to advise the Employer of the circumstances and potential status change.
- (b) Where a Police Check is requested by the Employer, or submitted by an Employee, between Police Checks as a result of a status check change, or potential status check change, the Employee is liable for the cost of that Police Check.
- (c) Upon notification of a Police Check status change the Employer will decide whether the change, or potential change, impacts the Employee's capability and right to work and discuss the impact of that status change with the Employee.
- (d) The Employer is under no obligation to provide alternative employment to an Employee who can no longer perform their duties because they do not have a satisfactory Police Check.

46.4 NDIS Worker Screening Check

Where the Employer requires an Employee to have a valid NDIS Worker Screening Check, the procedures regarding **clause 46 Police Check** shall also apply.

47. Vaccination

- 47.1 Where an Employer provides Employees with access to mandatory or recommended vaccinations on an annual basis or published time at the workplace, or an alternative site nominated by the Employer, the Employer will pay for the cost associated with the influenza vaccine.
- 47.2 An Employer may agree for an Employee to make private arrangements to get the vaccination. Where the Employer agrees to private arrangements, they will reimburse the Employee, limited to the cost of the vaccine and only upon receipt of evidence of purchase of the vaccine, once in a 12 month period. Where there is no agreement for private arrangement reimbursement, the Employer is not obligated to reimburse the Employee.
- 47.3 The inclusion of this clause does not create a new obligation for the Employer to offer a vaccine, nor does it create an obligation on an Employee to receive or get a recommended vaccine. This clause also does not require an Employer to maintain vaccination, or reimbursement of the vaccination cost, should they elect at anytime throughout the operation of this agreement to discontinue offering the vaccination.

Part 7: Employment Relationship

48. Consultation Regarding Major Workplace Change

48.1 Consultation Prior to a Definite Decision Being Made

- (a) Where an Employer is considering making a decision to introduce major change, the Employer may choose to discuss with the Employees who may be affected and their Employee representative/s, which may include the Union/s, prior to making the decision to introduce change.
- (b) It is agreed that Employees may be able to offer valuable solutions and/or alternative solutions before major changes are made.
- (c) Where an Employer chooses to consult with Employees who are likely to be affected by a decision to introduce major change, consultation can be informal and is not required to be in writing.

48.2 Consultation After a Definite Decision has Been Made

- (a) Where an Employer has made a definite decision to introduce major changes in production, program, organisation, structure or technology that are likely to have significant effects on Employees, the Employer must notify the Employees who may be affected by the proposed changes and their representatives, which may include the Union/s.
- (b) Significant effects include termination of employment; major changes in the composition, operation or size of the Employer's workforce or in the skills required; the elimination or diminution of job opportunities, promotion opportunities or job tenure; the alteration of hours of work; the need for retraining or transfer of Employees to other work or locations; and the restructuring of jobs. Provided that where the Agreement makes provision for alteration of any of these matters an alteration is deemed not to have significant effect.
- (c) Employer to Discuss Change
 - (i) The Employer must discuss with the Employees affected and their recognised Employee representative/s, which may include the Union/s, the introduction of the changes referred to in **clause 48.2** the effects the changes are likely to have on Employees and measures to avert or mitigate the adverse effects of such changes on Employees and must give prompt consideration to matters raised by the Employees and/or their representative/s in relation to the changes.
 - (ii) The discussions must commence as early as practicable after a definite decision has been made by the Employer to make the changes referred to in **clause 48.2(a)**.
 - (iii) For the purposes of such discussion, the Employer must provide in writing to the Employees concerned and their representatives, which may include the Unions, all relevant information about the changes including the nature of the changes proposed, the expected effects of the changes on Employees and any other matters likely to affect Employees provided that no Employer is required to disclose confidential information, the disclosure of which would be contrary to the Employer's interests.

48.3 Consultation about changes to rosters or ordinary hours of work

- (a) Where an Employer proposes to change an Employee's regular roster or ordinary hours of work, the Employer must consult with the Employee or Employees affected and their representatives, if any, about the proposed change.
- (b) The Employer must:
 - (i) provide to the Employee or Employees affected and their representatives, if any, information about the proposed change (for example, information about the nature of the change to the Employee's regular roster or ordinary hours of work and when that change is proposed to commence);
 - (ii) invite the Employee or Employees affected and their representatives, if any, to give their views about the impact of the proposed change (including any impact in relation to their family or caring responsibilities); and
 - (iii) give consideration to any views about the impact of the proposed change that are given by the Employee or Employees concerned and/or their representatives.
- (c) The requirement to consult under this clause does not apply where an Employee has irregular, sporadic or unpredictable working hours.
- (d) These provisions are to be read in conjunction with other Agreement provisions concerning the scheduling of work and notice requirements.

49. Dispute Resolution Procedure

- 49.1 This clause sets out the procedures to be followed if a dispute arises about a matter under this Agreement or in relation to the NES.
- 49.2 The parties to the dispute must first try to resolve the dispute at the workplace through a discussion between the Employee or Employees concerned and the relevant supervisor.
- 49.3 If the dispute is not resolved through discussion as mentioned above, the parties to the dispute must then try to resolve it in a timely manner at the workplace through discussion between the Employee or Employees concerned and more senior levels of management, as appropriate.
- 49.4 If the dispute is unable to be resolved at the workplace and all appropriate steps have been taken under this clause, a party to the dispute may refer it to the Fair Work Commission.
- 49.5 The parties may agree on the process to be followed by the Fair Work Commission in dealing with the dispute, including mediation, conciliation and if necessary arbitration.
- 49.6 If the dispute remains unresolved, the Fair Work Commission may use any method of dispute resolution that it is permitted by the Act to use and that it considers appropriate for resolving the dispute.
- 49.7 The parties agree that Disputes over workloads (**Clause 50**), may only be subject to Arbitration with the consent of all parties.
- 49.8 While procedures are being followed under this clause in relation to a dispute:
 - (a) work must continue in accordance with this Agreement and the Act; and
 - (b) an Employee must not unreasonably fail to comply with any direction given by the Employer about performing work, whether, at the same or another workplace, that is safe and appropriate for the Employee to perform.
- 49.9 An Employee who is a party to the dispute may appoint a person, organisation, or association to support and/or represent them in any discussion or process under this clause.
- 49.10 Clause 49.8 is subject to any applicable Workplace Health and Safety legislation.

50. Work Health and Safety

- 50.1 The Employer and Employee acknowledge their responsibilities under the *Work Health and Safety Act 2011* (NSW) and *Work Health and Safety Regulations 2012* (NSW).
- 50.2 Where there is a Work Health and Safety Representative they must be elected and will carry out the tasks associated with the role of Work Health and Safety Representative set out within the *Work Health and Safety Act 2011* (NSW).

51. Workload Management

- 51.1 The parties to this Agreement acknowledge that Employees and management have a responsibility to maintain a balanced workload and recognise the adverse effects that excessive workloads may have on Employee/s and the quality of resident care.
- 51.2 To ensure that Employee concerns involving excessive workloads are effectively dealt with by Management the following procedures should be applied:
 - (a) Step 1: In the first instance, Employee/s should discuss the issue with their immediate supervisor and, where appropriate, explore solutions.
 - (b) Step 2: If a solution cannot be identified and implemented, the matter should be referred to an appropriate senior manager for further discussion.

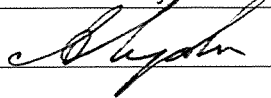
- (c) Step 3: If a solution still cannot be identified and implemented, the matter should be referred to the Chief Executive Officer for further discussion.
- (d) Step 4: The outcome of the discussions at each level and any proposed solutions should be recorded in writing and fed back to the effected Employees.

51.3 Workload management must be an agenda item at staff meetings on at least a quarterly basis. Items in relation to workloads must be recorded in the minutes of the staff meeting, as well as actions to be taken to resolve the workloads issue/s. Resolution of workload issues should be based on the following criteria including but not limited to:

- (a) Clinical assessment of residents' needs;
- (b) The demand of the environment such as facility layout;
- (c) Statutory obligation, (including, but not limited to, work health and safety legislation);
- (d) The requirements of nurse regulatory legislation;
- (e) Reasonable workloads (such as roster arrangements);
- (f) Accreditation standards; and
- (g) Budgetary considerations.

EXECUTION

DATED this 12th day of February 2024

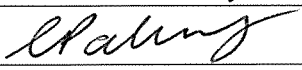
	Maedain Cooney	Chief Executive Officer
Signature	Print Name	Position

Signature on behalf of Holy Family Services

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

116-132 Quakers Road, Marayong NSW 2148

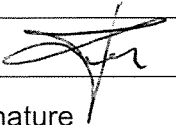
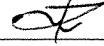
DATED this 12th day of February 2024

	Colleen Parbery	Human Resources Coordinator
Witness Signature	Print Name	Position

116-132 Quakers Road, Marayong NSW 2148

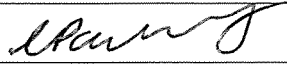
DATED this 12th day of February 2024

I declare that I am an Employee of Holy Family Services and that my employment will be covered by the terms of the Holy Family Services Enterprise Agreement 2023.

	SEBASTIAN ZIETAL	 ZIETAL
Signature	Print Name	Position A&CSO

116-132 Quakers Road, Marayong NSW 2148

DATED this 12th day of February 2024

	Colleen Parbery	Human Resources Coordinator
Witness Signature	Print Name	Position

116-132 Quakers Road, Marayong NSW 2148

Schedule A - Minimum Wages and Allowances

NEW Agreement Classification	HFS effective 10 July 2023	Pay point action from FFPPOA 1 January 2024	HF FFPPOA 1 July 2024 2.5%	HF FFPPOA 1 July 2025 2.5%
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Registered Nurses

Registered Nurse Level 1- Pay point 1 starts at Award rate PP 4	\$40.74	\$41.45	\$42.49	\$43.55
Registered Nurse Level 1- Pay point 2	\$42.55	\$43.29	\$44.38	\$45.49
Registered Nurse Level 1- Pay point 3	\$44.38	\$45.16	\$46.29	\$47.44
Registered Nurse Level 1- Pay point 4	\$46.42	\$47.23	\$48.41	\$49.62
Registered Nurse Level 1- Pay point 5 and thereafter	\$49.04	\$49.90	\$51.15	\$52.42

Registered Nurse Level 2- Pay point 1	\$49.22	\$50.08	\$51.33	\$52.61
Registered Nurse Level 2- Pay point 2	\$51.23	\$52.13	\$53.43	\$54.77
Pay point 3 and thereafter	\$51.35	\$52.25	\$53.55	\$54.89

Clinical Manager or similar RN Level 3	\$67.82	\$69.01	\$70.73	\$72.50
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Personal Care Workers

PCW 1 (ACE 2)	\$28.79	\$29.30	\$30.03	\$30.78
PCW 2 (ACE 3)	\$30.69	\$31.23	\$32.01	\$32.81
PCW 3 (ACE 4)	\$31.12	\$31.67	\$32.46	\$33.27
PCW 4 (ACE 5)	\$32.38	\$32.95	\$33.77	\$34.61
PCW 5 (ACE 7)	\$33.47	\$34.06	\$34.91	\$35.78

NEW Agreement Classification	HFS effective 10 July 2023	Pay point action from FFPPOA 1 January 2024	HF FFPPOA 1 July 2024 2.5%	HF FFPPOA 1 July 2025 2.5%
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Aged Care Employees

Aged Care Employee Level 1 (Support Services)	\$24.17	\$24.59	\$25.21	\$25.84
Aged Care Employee Level 2 (Support Services)	\$25.28	\$25.73	\$26.37	\$27.03
Aged Care Employee Level 3 (Support Services)	\$27.09	\$27.56	\$28.25	\$28.96
Aged Care Employee Level 4 (Support Services)	\$27.48	\$27.96	\$28.66	\$29.37
Aged Care Employee Level 5 - Notional	\$28.62	\$29.12	\$29.85	\$30.60
Aged Care Employee Level 6 - notional	\$28.88	\$29.38	\$30.11	\$30.87
Aged Care Employee Level 7 (Support Services)	\$29.04	\$29.55	\$30.29	\$31.05

Cooking Services - Highest pay point

ACE 1 Food services assistant <500 hours exp	\$24.15	\$24.58	\$25.19	\$25.82
ACE 2 Food services assistant >500 hours exp	\$25.28	\$25.72	\$26.37	\$27.02
ACE 3 Cook (unqualified)	\$26.24	\$26.70	\$27.37	\$28.05
ACE 4 Senior Cook (trade)	\$30.28	\$30.81	\$31.58	\$32.37
ACE 5 Chef	\$31.55	\$32.10	\$32.90	\$33.73
ACE 6 Senior Chef	\$32.90	\$33.47	\$34.31	\$35.17
ACE 7 Head Chef - Food Services Supervisor	\$33.57	\$34.16	\$35.01	\$35.89

Item	Allowance	Current	New Clause	FFPPOA 1 January 2024 1.75%	FFPPOA 1 July 2024 2.5%	FFPPOA 1 July 2025 2.5%
1	Uniform Allowance when uniform is not supplied					
	Per shift	*	19.2	\$1.35	\$1.38	\$1.42
	Per week (to a maximum of)	*	19.2	\$6.45	\$6.61	\$6.78
2	Laundry Allowance (excluding Nursing Classifications)					
	Per shift or part thereof	*	19.2	\$0.39	\$0.40	\$0.41
	Per week (to a maximum of)	*	19.2	\$1.81	\$1.86	\$1.90
3	Laundry Allowance (Nursing Classifications Only)					
	Per shift or part thereof	*	19.2	\$0.39	\$0.40	\$0.41
	Per week (to a maximum of)	*	19.2	\$1.81	\$1.86	\$1.90
NOTE: * Clothing and Laundry Allowances are currently combined and paid 0.6004 per hour.						
	Meal Allowance when no meal is provided*					
4	When required to work more than one hour beyond usual finishing time	\$14.14	19.3	\$14.39	\$14.75	\$15.12
5	Further payment when overtime exceeds 4 hours	\$12.75	19.3	\$12.97	\$13.29	\$13.63
	On Call Allowance (Nursing classifications only)*					
6	Between rostered shifts Monday to Friday	\$25.04	19.4	\$25.48	\$26.12	\$26.77
7	Between rostered shifts or on a Saturday	\$37.72	19.4	\$38.38	\$39.34	\$40.32
8	Between rostered shifts or ordinary hours on a Sunday, public holiday or a day when not rostered to work	\$44.00	19.4	\$44.77	\$45.89	\$47.04
9	Mileage Allowance	\$0.94	19.5	\$0.96	\$0.98	\$1.01
	Continuing Education Allowance (Nursing Classifications Only)					
10	RN - post grad certificate in clinical field	\$20.04	19.6	\$20.39	\$20.90	\$21.42
11	RN - post grad diploma or degree in clinical field	\$33.43	19.6	\$34.01	\$34.86	\$35.73
12	RN - relevant master's degree in clinical field	\$40.08	19.6	\$40.78	\$41.80	\$42.84
	In-Charge Allowance (Nursing Classifications only)					
13	RN – in charge of facility of less than 100 beds on day, evening or night	\$23.88	19.7	\$24.30	\$24.91	\$25.53
14	RN – in charge of facility of more than 100 beds on day, evening or night	\$41.76	19.7	\$42.49	\$43.55	\$44.64
	Leading Hand Allowance (Aged Care Classifications only)*					
15	- in charge of 2 - 5 Employees	\$26.75	19.8	\$27.22	\$27.90	\$28.60
16	- in charge of 6 - 10 Employees	\$38.18	19.8	\$38.85	\$39.82	\$40.82
17	- in charge of 11 - 15 Employees	\$48.20	19.8	\$49.04	\$50.27	\$51.52
18	- in charge of 16-19 Employees	\$58.93	19.8	\$59.96	\$61.46	\$63.00
	Nauseous Work Allowance (Aged Care Classifications only)*					
19	- per hour or part thereof	\$0.48	19.9	\$0.51	\$0.52	\$0.54
20	- minimum per week	\$2.69	19.9	\$2.74	\$2.81	\$2.88
21	Tool Allowance (Aged Care Classifications only)	\$12.94	19.10	\$13.17	\$13.50	\$13.84
22	Medication Allowance (Personal Care Workers only)	\$0.92	19.11	\$0.94	\$0.96	\$0.99

Schedule B – Classification Definitions

Higher Levels are expected to perform work at a lower level as required from time to time.

This Schedule contains the following employment classifications and definitions:

Progression through pay points

Progression to the next higher pay point for Registered Nurses shall be at 1,824 worked hours or 12 months whichever is the later. For all other Employees in all classifications for which there is more than one pay point, occurs on the anniversary of their last advancement.

Movement from Aged Care Level 1 to Aged Care Level 2 shall occur when the Employee has reached 500 hours of industry experience.

Progression to a higher classification is based on the Employer's requirement and the Employee's qualifications, experience, demonstrated skills and merit.

NURSING CLASSIFICATIONS

Nursing care means:

- Giving assistance to a person who, because of disability, is unable to maintain their bodily needs without frequent assistance;
- Carrying out tasks which are directly related to the maintenance of a person's bodily needs where that person because of disability is unable to carry out those tasks for themselves; and/or
- Assisting a Registered Nurse (RN) to carry out the work described.

Registered Nurse

Level 1

An Employee who is registered with the Nursing and Midwifery Board of Australia or its successor as a Registered Nurse.

An employee at this level performs their duties:

- according to their level of competence; and,
- under the general guidance of, or with general access to a more competent Registered Nurse (RN) who provides work related support and direction
- Performs general nursing duties registration as a Nurse with the Australian Health Practitioner Regulation Agency ("AHPRA") including an ability to:
 - deliver direct and comprehensive nursing care and individual case management to patients or clients within the practice setting;
 - coordinate services, including those of other disciplines or agencies, to individual patients or clients within the practice setting;
 - provide education, counselling and group work services orientated towards the promotion of health status improvement of patients and clients within the practice setting;
 - provide support, direction and education to newer or less experienced Nursing Employees.

Level 2 – Clinical Nurse

Clinical Nurse means a who provides a clinical resource or clinical advisory/development as their primary duties concerning the clinical and professional care of residents (but does not have managerial responsibilities), and who, in addition to care/lifestyle planning, oversees the implementation of care/lifestyle plans and evaluation of the clinical care of residents, and performs duties which substantially include, but are not confined to:

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

A Registered Nurse Level 2 holds any other qualification required for working in the employee's particular practice setting.

Level 3 – Clinical Manager

Holds any other qualification 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 that the employee is required to perform the duties detailed in this subclause on a continuing basis.

In addition to the duties of an RN Level 2, the RN Level 3 performing the duties of a Clinical Manager will substantially include, but are not confined to:

- providing leadership and role modelling, in collaboration with others, particularly in the areas of action research and quality assurance programs;
- staff education;
- staff selection, management, development and appraisal;
- 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 residents 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 residents within a practice setting; and
- coordinating or managing nursing or multidisciplinary service teams providing acute nursing services.

Personal Carers (PC)

All Personal Carers are encouraged to formally upskill during their employment to at least Certificate Level III in Aged care or similar.

Personal Carer means a person employed to provide personal care to those residents and support and encourage Resident's in maintaining a healthy and active lifestyle designed to meet their individual wellbeing levels.

Movement to a higher pay point is by appointment only.

Personal Carer Level 1 (unqualified) (Aged Care – Direct Care Employee – Level 2)

Such an Employee would not need to possess any accredited training.

An Employee at this Level:

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

Training or supervision in the following is also a requirement:

- basic personal care of residents including bathing, personal hygiene, dressing and personal assistance to Residents
- manual handling;
- infection control; and,
- communication skills.

Personal Carer Level 2 (Aged Care – Direct Care Employee – Level 3)

An Employee at this level:

- performs all duties of Personal Carer Level 1;
- performs more complex personal care of residents;
- is capable of prioritising work within established policies, guidelines and procedures;
- is responsible for work performed with a medium level of accountability or discretion;
- works under limited supervision within well-established routines, either individually or in a team;
- possesses good communication, interpersonal and/or arithmetic skills;
- requires specific on-the-job training, may require formal qualifications and/or relevant skills training or experience; and

Training or experience in the following is also a requirement:

- Basic computer skills;
- Dealing with dementia;
- Monitoring care of an incontinent resident;
- Skin care;

- Simple wound monitoring;
- Diabetes awareness;
- Infection control; and,
- Behaviour management.

Personal Carer Level 3 (Aged Care – Direct Care Employee – Level 4)

An Employee at this level will generally have a Certificate III or Certificate IV qualification (or possesses equivalent knowledge or skills).

Performs all duties of Personal Carer Level 2 and has relevant qualifications or experience.

Personal Carer Level 4 (Aged Care – Direct Care Employee – Level 5)

Means a person employed in a Residential Aged Care Facility appointed as the Personal Care supervisor. The Employee will not supervise a Registered Nurse in relation to any clinical or care matters.

An Employee at this level will generally have a Certificate III or Certificate IV qualification (or possesses equivalent knowledge or skills).

Performs all duties of Personal Carer Level 2 and has relevant qualifications or experience and:

- Is responsible for work performed with a substantial level of accountability;
- Works either individually or in a team; may assist with supervision of others;
- Requires a comprehensive knowledge of medical terminology;
- Possesses administrative skills and problem solving abilities;
- Possesses well developed communication, interpersonal and/or arithmetic skills.

Personal Carer Level 5 (Aged Care – Direct Care Employee – Level 7)

Means a person employed in a Residential Aged Care Facility appointed as the Personal Care supervisor/coordinator and who holds the overall responsibility of managing the residents' personal care needs on a day to day basis. The Employee will not supervise a Registered Nurse in relation to any clinical or care matters.

An Employee at this level will generally have a Certificate IV qualification (or possesses equivalent knowledge or skills).

Performs all duties of Personal Carer Level 2.

Aged Care – General Employees

Leading Hands will not be appointed during the life of this Agreement.

Aged Care Employees – Level 1 (less than 500 hours in industry)

An employee who has less than 500 hours work experience in the industry and performs basic duties:

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

Typical Roles:

General clerk, Food services assistant, Laundry hand, Cleaner, Assistant gardener

Aged Care – General Employees - Level 2 (more than 500 hours in industry)

An employee at this Level:

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

Typical Roles:

General clerk, Food services assistant, Laundry hand, Cleaner, Assistant gardener

Aged Care – General Employees - Level 3

An employee at this level:

- is capable of prioritising work within established routines, methods and procedures (non admin/clerical);
- is responsible for work performed with a medium level of accountability or discretion (non admin/clerical);
- works under limited supervision, either individually or in a team (non admin/clerical);
- possesses sound communication and/or arithmetic skills (non admin/clerical);
- requires specific on-the-job training and/or relevant skills training or experience (non admin/clerical); and
- in the case of an admin/clerical employee, undertakes a range of basic clerical functions within established routines, methods and procedures.

Typical Roles:

General clerk/Typist (second and subsequent years of service), Cook, Receptionist, Recreational/Lifestyle Activities Officer (unqualified), Pay clerk, Driver (less than 3 ton) who is required to hold a St John Ambulance first aid certificate

Aged Care – General Employees - Level 4

An employee at this level:

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

Typical Roles:

Senior clerk, Senior cook (trade), Senior receptionist, Maintenance/Handyperson (qualified), Driver (3 ton and over), Gardener (trade or TAFE Certificate III or above).

Aged Care – General Employees - Level 5

An employee at this level:

- is capable of functioning semi-autonomously, and prioritising their own work within established policies, guidelines and procedures;

- is responsible for work performed with a substantial level of accountability;
- works either individually or in a team; may assist with supervision of others;
- requires a comprehensive knowledge of medical terminology (admin/clerical);
- may require basic computer knowledge or be required to use a computer on a regular basis;
- possesses administrative skills and problem solving abilities;
- possesses well developed communication, interpersonal and/or arithmetic skills; and
- requires substantial on-the-job training, may require formal qualifications at trade or certificate level and/or relevant skills training or experience.

Typical Roles: Secretary interpreter (unqualified) or Chef

Aged Care – General Employees - Level 6

An employee at this level:

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

Typical Roles: Maintenance tradesperson (advanced), Senior chef, Gardener (advanced)

Aged Care – General Employees - Level 7

An employee at this level:

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

Typical Roles: Clerical supervisor, Gardener superintendent, General services supervisor

Leisure and Lifestyle Officer Level 1 (Aged Care – Direct Care Employee - Level 3)

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

Leisure and Lifestyle Officer Level 2 (Aged Care – Direct Care Employee - Level 4)

Means a person employed in a Residential Aged Care Facility appointed to provide activities for to those residents. Such an Employee must have a Certificate III qualification in Leisure and Lifestyle, or other relevant qualification.

Such a person is primarily required to assist with the planning and implementation as well as deliver lifestyle and leisure services and related client/resident enhancement programmes where required under the supervision and direction of a Lifestyle Co-ordinator, Therapist, Allied Health Professional, or other member of staff in co-operation with other members of the aged care team.

Chef /Food Services Supervisor/Most Senior Cook (Aged Care Employee Levels 4 to 7)

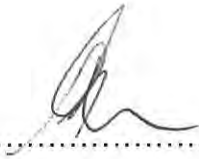
Head Chef (tradesperson) means a chef who has completed an apprenticeship or passed the appropriate trade test in cooking or the Food services supervisor and shall assume the responsibilities below.

The most Senior Cook shall assume the responsibilities below and is paid at the appropriate pay rate which matches their qualifications.

The Employees perform the following:

- Day to day meal preparation and cooking
- meal planning which meets industry standards including the dietary needs of residents both as a group or to cater for individual prescribed dietary needs (for example diabetes, lactose intolerance or religion-based diets)
- general and specialised duties, including supervision or training of kitchen and dining room employees
- ordering and stock control including manage the allocated budget and advise managers of significant differences when comparing actual to budget; and,
- ensuring WHS standards are met in the kitchen, dining room and bedside food delivery.

The Employee shall be paid as per the applicable rate depending upon qualifications, experience and responsibilities.



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



WITNESS
Michael Whaites
50 O'Dea Ave, Waterloo

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

IN THE FAIR WORK COMMISSION

FWC Matter No: AG2024/297


Applicant: Holy Family Services

Section 185 – Application for approval of a single enterprise agreement

Undertaking – Section 190

I, Alasdair Croydon, Chief Executive Officer, have the authority given to me by Holy Family Services to give the following undertakings with respect to the (Holy Family Services Enterprise Agreement 2023 ("the Agreement")):

1. In regard to clause 9.2, the Employer shall provide a minimum of 4 hours per shift for Full-Time employees.


Signature


Date

Schedule 2.2—Model flexibility term

(regulation 2.08)

Model flexibility term

- (1) An employer and employee covered by this enterprise agreement may agree to make an individual flexibility arrangement to vary the effect of terms of the agreement if:
 - (a) the agreement deals with 1 or more of the following matters:
 - (i) arrangements about when work is performed;
 - (ii) overtime rates;
 - (iii) penalty rates;
 - (iv) allowances;
 - (v) leave loading; and
 - (b) the arrangement meets the genuine needs of the employer and employee in relation to 1 or more of the matters mentioned in paragraph (a); and
 - (c) the arrangement is genuinely agreed to by the employer and employee.
- (2) The employer must ensure that the terms of the individual flexibility arrangement:
 - (a) are about permitted matters under section 172 of the *Fair Work Act 2009*; and
 - (b) are not unlawful terms under section 194 of the *Fair Work Act 2009*; and
 - (c) result in the employee being better off overall than the employee would be if no arrangement was made.
- (3) The employer must ensure that the individual flexibility arrangement:
 - (a) is in writing; and
 - (b) includes the name of the employer and employee; and
 - (c) is signed by the employer and employee and if the employee is under 18 years of age, signed by a parent or guardian of the employee; and
 - (d) includes details of:
 - (i) the terms of the enterprise agreement that will be varied by the arrangement; and
 - (ii) how the arrangement will vary the effect of the terms; and
 - (iii) how the employee will be better off overall in relation to the terms and conditions of his or her employment as a result of the arrangement; and
 - (e) states the day on which the arrangement commences.
- (4) The employer must give the employee a copy of the individual flexibility arrangement within 14 days after it is agreed to.

- (5) The employer or employee may terminate the individual flexibility arrangement:
- (a) by giving no more than 28 days written notice to the other party to the arrangement; or
 - (b) if the employer and employee agree in writing—at any time.